

Disclaimer: This document is provided for convenience. The most current Terms of Service are available on our website at <https://henrymeds.com/terms-of-service/>. Users are encouraged to review the online version for the most up-to-date terms.

Terms of Service

Last updated November 5, 2025

ADONIS HEALTH, INC. DBA HENRY MEDS IS LIMITED TO PROVIDING CONSULTATIONS FOR SPECIFIC NON-EMERGENCY MEDICAL CONDITIONS AND CONCERNS. IF YOU BELIEVE YOU ARE EXPERIENCING A MEDICAL EMERGENCY, PLEASE DIAL 911 OR YOUR LOCAL MEDICAL PROVIDER.

By clicking "I Agree," by checking a box, by using any feature of the Service, or by otherwise affirmatively accepting these Terms, you confirm that you have read and accepted all of these Terms of Service ("Agreement"), including this mandatory arbitration provision. Unless you timely opt out of arbitration according to the means described in Section **Binding Arbitration & Class Action Waiver**, you agree that any dispute between you and us arising out of or connected to these Terms or the Service will be resolved through binding individual arbitration rather than in court. You understand that this means giving up your right to a jury trial, as well as your right to bring or participate in any class action lawsuit or class-wide arbitration.

If you do not wish to arbitrate, you must opt out in writing within thirty (30) days after you first accept these Terms. If you timely opt out, arbitration will not apply to you, and you will retain all rights that are waived by others who do not opt out. If you fail to opt out in that time, then arbitration, and the waivers described above, apply automatically.

The arbitration will be conducted in the county (or parish) of your residence at the time the claim is filed, or in another location mutually agreed upon by you and Adonis Health Inc. d/b/a Henry Meds. The arbitration may also be conducted by telephone, video conference, or other remote means if permitted by the arbitrator.

All arbitrations shall be administered by the American Arbitration Association ("AAA") under its Consumer Arbitration Rules and the Consumer Due Process Protocol, as amended. Adonis Health Inc. d/b/a Henry Meds agrees to comply with the AAA's administrative determinations and to waive any provision inconsistent with those rules or protocols.

Some claims may not be subject to arbitration under applicable law; where that is the case, those claims can be brought in court. If any part of this arbitration agreement is found invalid or unenforceable, the rest will remain in effect. Arbitration shall be final and binding, and the arbitrator's award rendered may be entered in any court with proper jurisdiction.

INTRODUCTION & SCOPE

Adonis Health, Inc., d/b/a Henry Meds ("Henry Meds," "we," "us," or "our"), owns and operates the HenryMeds.com website and mobile application (collectively, the "Sites"). These Sites facilitate telehealth services that are coordinated by Adonis Health on behalf of licensed medical providers, pharmacies, laboratories, and other vendors (collectively, "Providers"). Henry Meds is not itself a medical provider or pharmacy and does not influence clinical decisions. Rather, Henry Meds provides administrative, operational, and technological support to enable telehealth consultations, prescription fulfillment (where clinically appropriate and permitted by law), laboratory services, and related health-care coordination (collectively, the "Services").

Our Relationship with You

When you use Henry Meds Services, you enter into this Agreement with Adonis Health, Inc. ("Henry Meds," "we," "us," or "our") and our affiliated professional entities. These Services may involve providers, medical groups, pharmacies, and laboratories (collectively, "Providers") who are independent professionals or organizations contracted or affiliated with Henry Meds to deliver healthcare, laboratory, or prescription-fulfillment services.

Your consultations are conducted via telehealth by licensed medical providers in your state (provided this is permitted under applicable law). Where medically appropriate and legally permitted, Providers may issue prescriptions (including controlled substances), and prescriptions may be for commercially available or compounded medications. You agree to comply with applicable state and federal laws concerning prescription medications.

Henry Meds serves as a coordination and support platform: we facilitate scheduling, enabling access to Providers, pharmacies, labs, and related Services; we do *not* practice medicine, fill prescriptions ourselves, or make clinical decisions. The Providers are solely responsible for the medical and pharmacy services they render to you.

You also acknowledge that during your use of the Services you may receive communications (e.g. messages, reports, emails) from Providers through the Henry Meds platform regarding your diagnosis, care, or treatment. It is your responsibility to read and respond to these communications and to follow any treatment recommendations. Neither Henry Meds nor any Provider will be liable for any loss or harm resulting from your failure to read or respond to communications, or to follow medical advice or instructions.

You may also purchase non-prescription products or non-medical services directly from Henry Meds; such purchases and use are part of your customer relationship with Henry Meds subject to this Agreement and Henry Meds' Privacy Policy. When doing so, you may share health or personal information with us, and we will use such information in accordance with the Privacy Policy.

ACCEPTANCE & UPDATES

Acceptance of Terms

By accessing, registering with, or using any of the Henry Meds Services (including any affiliated entities), you agree to be bound by this Agreement and by our Privacy Policy. This is a legally enforceable contract between you and Adonis Health, Inc., and with our providers and affiliated entities. If you do not accept *all* the terms in this Agreement and our Privacy Policy, you are not permitted to access, register for, or use the Services—or any portion of content, software, or applications provided—except to review this Agreement or Privacy Policy.

Your use of the Henry Meds Services is subject to all applicable laws and regulations. Henry Meds may modify, suspend, or discontinue any part of the Services, or revise this Agreement at any time. Changes become effective when they are posted to the Sites; new content is also governed by the Agreement once posted. If you continue using the Services after changes are posted, that constitutes your acceptance of the modified Agreement.

If you disagree with any provision of this Agreement or the Privacy Policy, your only remedy is to discontinue use of the Services immediately.

Amendments & Updates to Terms

We may change, modify, add to, or remove portions of these Terms at any time. When we do, we will provide you with notice of the proposed changes (for example, via email to your registered address, in-app or site banner notices, or push notifications) at least ten (10) days before the changes take effect.

When the updated Terms become effective, your continued use of the Platform or Services constitutes your acceptance of the revised Terms. If you do not agree with the updated Terms, you must stop using the Platform and Services and may terminate your account.

For material changes (such as changes to pricing, refunds, or user rights), we may require affirmative consent (e.g. click "I Accept") before continuing to provide the Service. If you do not affirmatively accept material changes, we may restrict or discontinue your access to some or all parts of the Platform.

Any version of the Terms in effect at a given time applies to your use of the Platform during that period. Changes will not affect rights or obligations already accrued under prior versions, unless explicitly stated. In the event of a conflict between earlier and later versions, the later version controls as of its effective date, but does not retroactively invalidate obligations already in place.

We will maintain a version history of prior Terms and make them accessible via our site or by request.

Limited Use, Availability, and Eligibility

Henry Meds Services are available only to individuals who are physically located in states where we offer the Services and who meet the minimum age and legal consent requirements of their jurisdiction. By using the Services, you represent and warrant that you are at least eighteen (18) years old, or the age of majority in your state of residence if that age is higher.

Certain states recognize limited exceptions for minors who are legally emancipated or who qualify as "mature minors" under state law to consent to specific types of healthcare services. Where permitted by law, Henry Meds and its affiliated providers may deliver Services to such minors, but only within the boundaries of what state law allows and only if the provider independently determines that providing Services is clinically and legally appropriate. Henry Meds reserves the right to request documentation of emancipation, maturity status, or parental/guardian consent as a condition of providing Services. Parents or guardians may not use their own accounts to obtain prescription medications or other healthcare services for a minor.

Your use of the Services requires that, at the time of any telehealth consultation, your physical location matches the state listed in your account profile and shipping address. You agree to

truthfully disclose your location, comply with all applicable laws and regulations in your jurisdiction, and use the Services only for lawful purposes. Misrepresentation of your age, location, or eligibility status may result in suspension or termination of access, denial of prescriptions or services, and other legal consequences.

Not all products or services are available in all states or to all age groups, and some products may carry additional eligibility restrictions. In addition, certain medical conditions may require an in-person evaluation. If your provider determines that telehealth or remote care is not clinically appropriate for your situation, Henry Meds may notify you that the Service is unavailable for your submitted issue and, where possible, provide guidance on next steps (such as seeking in-person care).

Henry Meds may change its service availability (which states or regions we serve), eligibility criteria (including age or consent requirements), and product or service offerings at any time, based on regulatory, operational, or legal reasons. It is your responsibility to confirm your eligibility and our current service availability before using the Services.

YOUR ACCOUNT & RESPONSIBILITIES

Telehealth Consent

When you receive care facilitated through Henry Meds, the clinical services are provided exclusively by licensed medical professionals affiliated with an independent contracted Medical Services Group (the "Medical Group"). Henry Meds (Adonis Health, Inc. d/b/a Henry Meds) is not a medical provider. Henry Meds does not employ clinicians, practice medicine, or make clinical decisions. Instead, Henry Meds provides administrative, scheduling, payment, technology, and customer support services to enable your access to the Medical Group's providers.

Some or all of your services may be delivered via telehealth, which means you and your Medical Group provider will interact using electronic communications and technology rather than being in the same physical location. Telehealth may increase access, convenience, and continuity of care, but it also comes with risks and limitations. By choosing to use the Services, you agree to receive telehealth care from the Medical Group under the conditions described here.

You will be asked to provide accurate information about your identity and physical location at the time of each telehealth encounter. Your Medical Group provider relies on this information to confirm licensure and compliance with applicable state law. If you misrepresent your identity or location, you may jeopardize the legality of the visit, and Henry Meds may suspend or terminate your use of the platform. For your safety and privacy, you must participate in telehealth sessions from a secure, private setting.

Because telehealth does not include a full in-person physical examination, your provider may be limited in their ability to assess you. This may increase the possibility of incomplete assessments, delayed or inaccurate decisions, or missed diagnoses. Your Medical Group provider may determine that an in-person visit is more appropriate and may refer you for further care. Telehealth also depends on technology, and interruptions (such as poor connectivity or dropped calls) may delay or interfere with sessions. If this occurs, your provider will make reasonable efforts to reconnect, but rescheduling or alternate communication may be necessary.

Your privacy is protected under law, and the Medical Group will maintain your health information in accordance with its Notice of Privacy Practices. Neither you nor your provider may record the session without the other's written consent, unless required by law. Despite reasonable safeguards, electronic communications may still carry risks of unauthorized access, which you accept as part of telehealth.

Telehealth is not appropriate for emergencies. If you believe you are experiencing a medical emergency, call 911 (or your local emergency number) immediately. If your provider believes you may be experiencing an emergency during a telehealth session, they may instruct you to seek emergency care in person and may attempt to contact emergency services for you.

Telehealth is subject to state and federal laws governing licensure, prescribing, consent, privacy, and security, which may vary by state and may change over time. The Medical Group and its providers are responsible for compliance with those requirements.

By using Henry Meds' platform to access telehealth services, you acknowledge that:

- Henry Meds is not a healthcare provider and does not control or direct clinical decisions.
- You understand the risks, benefits, and limitations of telehealth.
- You will be truthful about your identity and location.
- You understand what to do in an emergency.
- Your provider may determine that telehealth is not appropriate and may recommend in-person care instead.

Henry Meds is a third-party facilitator and beneficiary of this Consent for the limited purpose of enforcing its terms with respect to your use of the platform.

Identity & Location Attestation

You agree to provide accurate information about your identity and your physical location at the time of each telehealth encounter. Providers rely on this information to confirm that they are licensed to treat you in your state and to comply with applicable laws. Misrepresenting your identity or location may result in termination of services and could expose you and your provider to legal risk. You further agree to participate in telehealth consultations only in a private and secure environment to protect your confidentiality.

Registration, Account Security & User Data

To use Henry Meds Services, you must register for an account and provide accurate, complete, and up-to-date information – including your name, email address, physical address, phone number, and other required details – and you agree to maintain and promptly update this information if such information changes. You will choose a username and password for your account, and you are responsible for maintaining the confidentiality of your credentials and for all activity that occurs under your account. If Henry Meds reasonably believes your information is false, misleading, incomplete, or outdated, or that unauthorized access is occurring, we may suspend, restrict, or terminate your account and access to Services.

You are responsible for safeguarding access to your account. This means not sharing your password, using secure and unique passwords, logging out after use, ensuring your devices are secured (e.g., not left unattended, adequately protected against unauthorized access), and notifying Henry Meds immediately at security@henrymeds.com if you believe your credentials have been compromised. Henry Meds is not liable for any harm, loss, or damage arising from your failure to secure your account or account credentials.

You are responsible for possessing and maintaining, at your cost, the hardware, software, devices, and internet or mobile connectivity required to access and properly use the Services, in compliance with any technical specifications Henry Meds provides. You are also responsible for fees charged by your service providers. If technical requirements or security protocols are updated, you may be required to upgrade your hardware, software, or connection, and failure to do so may limit or prevent your access to certain features or services.

When you submit User Data – which may include medical history, prescriptions, demographic details, consultation responses, or other inputs – you understand and agree that Henry Meds and its affiliated Providers, Pharmacies, Labs, or Vendors may use, store, display, analyze,

modify, derive works from, and disclose that data in order to provide Services to you, fulfill prescriptions, coordinate care, process payments, improve and develop products, or for other purposes permitted under this Agreement and our Privacy Policy. You grant to Henry Meds and such parties any necessary rights – including rights that are transferable or sublicensable if needed – to use or disclose User Data for those purposes, subject always to the privacy, security, and legal protections we promise.

You acknowledge that Henry Meds may not independently verify all information you supply, and you accept that incorrect, incomplete, or untimely information may result in misdiagnosis, delays, or other adverse outcomes. Henry Meds shall not be responsible for outcomes resulting from such information. If we believe information is inaccurate, incomplete, or otherwise compromised, or if there is a security concern, we may suspend or terminate your account or your access to the Services.

Henry Meds employs reasonable technical and organizational security measures, which may include encryption of data at rest and in transit, secure protocols, regular security-audits or assessments, and organizational practices aimed at protecting User Data. However, no system is perfect. You, too, must take appropriate security measures.

If Henry Meds or any affiliated party becomes aware of a data security breach that affects or may affect your personal or medical data in jurisdictions with applicable breach notification laws (such as California's Civil Code § 1798.29 / 1798.82 or New York's SHIELD Act), we will comply with all legal obligations, including notifying you and any required regulatory authorities without unreasonable delay, consistent with those laws.

User Data, Privacy & Use of Information

When you use Henry Meds, you may provide personal information—such as your medical history, health records, and other sensitive data (“User Data”). We recognize that these details are deeply personal, and we treat them with care and responsibility. Your User Data will be used to operate and improve our Services, to support treatment decisions by your healthcare providers, to maintain platform security, and to satisfy any legal or regulatory obligations we face.

We may also work with de-identified or aggregated data—information stripped of personally identifying elements—to analyze trends, enhance features, and guide future development. Because this information cannot reasonably be linked back to you, we do not treat it as User Data.

While we do not “sell” your core medical or personally identifiable User Data to unrelated advertisers, we do use cookies and other tracking technologies and may share usage or metadata with trusted third parties (for instance, analytics or advertising platforms). These technologies help us understand how users engage with our platform, improve performance, and tailor content. We will not share your identifiable health information for marketing without your explicit consent. You always have the option to opt out of non-essential cookies or tracking, and doing so will limit or prevent third-party sharing to the extent technically possible.

For especially sensitive data—like health, biometric, or geolocation information—we apply supplemental protections in accordance with state and federal privacy laws (for example, CCPA/CPRA, Virginia, and Colorado privacy statutes). Depending on where you live, you may have rights to access, correct, delete, or restrict processing of your data; details on how to exercise those rights can be found in our Privacy Policy.

We keep User Data only as long as it is necessary to deliver our Services, satisfy legal requirements, or resolve disputes. Once the data is no longer needed, we will securely delete or irreversibly de-identify it. After data is de-identified, we may use it more freely, provided it cannot be traced back to you.

Communications via SMS/Text Messaging

Henry Meds uses SMS/text messaging as its *preferred* method of communication because it is often the fastest and most reliable way to share important updates with patients. By providing your mobile number and activating your account, you consent to receive necessary service-related communications by SMS—such as appointment confirmations, test instructions, provider updates, and other informational messages that support your care.

While SMS is the default and recommended channel, it is not strictly required. If you prefer not to receive text messages, we will make reasonable efforts to provide alternative forms of communication (such as email or secure in-platform notifications). Please note, however, that opting out of SMS may delay delivery of certain messages or limit some functionality of our services.

We comply with all applicable laws governing SMS/telecommunications, including the Telephone Consumer Protection Act (TCPA). The TCPA includes healthcare exemptions for

certain non-marketing, care-related messages under defined conditions (such as use of the number you provide, limits on non-essential content, and honoring revocation requests).

You will not be charged for SMS messages beyond your mobile carrier's standard rates (if any). Each message will clearly identify the sender (Henry Meds or its agents) and include instructions (e.g., "Reply STOP") to opt out of further messages. You may revoke your consent at any time. Doing so will not terminate your care, though it may reduce access to certain features that rely on SMS for efficiency.

All SMS communications are treated in compliance with applicable privacy regulations. We do not use SMS for unsolicited marketing or promotional purposes unless you explicitly agree. For more detail on message types, applicable fees, or managing communication preferences, please review our Communications & Privacy Policy.

Privacy Policy & Notice of Privacy Practices

Adonis Health, Inc. d/b/a Henry Meds ("Henry Meds," "we," "us," or "our") respects your privacy and takes seriously the confidentiality of your personal information and protected health information ("PHI"). Please review the Privacy Policy to understand how we may collect, use, store, and disclose your information in connection with Henry Meds Services.

By accessing or using our Services, you acknowledge that you have read, understood, and agreed to be bound by our Privacy Policy. If any terms are unacceptable to you, please do not use our Services or provide information.

Electronic Communications

When you enroll with and use Henry Meds Services, you consent to conduct business electronically with Henry Meds, its affiliated Medical Groups, Providers, and professional entities. You agree that sending or receiving notices, messages, disclosures, agreements, or other communications by email, SMS, or through the Service (e.g. in-app notifications) has the same force and legal effect as written communications or a handwritten signature.

You consent to receive such electronic communications for all legal, administrative, health-oriented purposes, including but not limited to treatment-related information, payment notices, Terms of Service updates, or privacy notices. Such communications will satisfy any requirement under applicable law that communications be "in writing." Unless a different effective date is specified, any notice or communication we send electronically will be deemed given and received on the date it is transmitted (for example, when we send an email or SMS, or when we post a notice in the Service).

You understand and agree that you are responsible for making sure your contact information is accurate and current, your device or services are able to receive messages, and that you monitor and respond to communications as needed. Henry Meds is not liable for any loss, injury, or damage resulting from your failure to receive, read, or respond to any such communications, or follow instructions, recommendations, or treatment directions communicated to you.

If you do not agree with any of the terms, the Privacy Policy, or this method of electronic communication, you may not use the Service.

Service-Related Communications (SMS, Email, In-App)

To ensure timely care, Henry Meds may send you important service-related notices (such as appointment confirmations, provider updates, test instructions, or urgent delivery issues) by SMS, email, or in-app notification.

SMS is the default method for critical communications, but if you opt out of receiving text messages (by replying STOP or using account settings), we will continue to provide essential notices by email or in-app message.

Non-essential or promotional texts are always optional and can be stopped at any time without affecting your access to care. Standard carrier rates may apply. All communications are handled in compliance with applicable privacy laws.

SERVICES PROVIDED

Prescription Medications

Certain products made available through the Henry Meds platform require a valid prescription from a licensed healthcare provider. You cannot receive a prescription product unless you complete a consultation with a Provider, the Provider determines the product is clinically appropriate for you, and the Provider issues a prescription.

After a Provider writes a prescription, you may choose to have the prescription filled through one of our affiliated Pharmacies, or through a pharmacy of your choice. If you select one of our affiliated Pharmacies and use the Henry Meds Service, the affiliated Pharmacy will dispense and ship the product; the costs for that prescription will be included in the total charged through our platform. If you use a third-party pharmacy (not affiliated with Henry Meds), then you are responsible for obtaining the product from that pharmacy and paying it separately; in such cases pricing may differ from what is quoted through Henry Meds.

Prescriptions may be transferred among affiliated Pharmacies as necessary. Please note that not all prescription products dispensed through our Pharmacies are packaged in child-resistant containers or caps, even where child-resistant packaging might be expected.

Prescription products accessible through Henry Meds are considered “Third-Party Goods and Services” under this Agreement. Henry Meds itself does not practice medicine, issue prescriptions, or fill prescriptions; rather, licensed Providers, Pharmacies, Laboratories or other vendors independently fulfill those roles and are solely responsible for the clinical and dispensing decisions, regulatory compliance, and quality of the products and services they provide.

Some of the medications contemplated through Henry Meds may fall into the category of controlled substances. Because these medicines carry special risks and are subject to strict regulation, federal and state laws limit how and when they can be prescribed. One important law is the Ryan Haight Online Pharmacy Consumer Protection Act of 2008, which generally requires that a patient receive at least one in-person medical examination before certain controlled substances can be prescribed through telehealth, unless a waiver or exception applies.

What this means in practice is that your provider may sometimes need to see you in person before writing a prescription for a controlled medication or may decline to prescribe it altogether if doing so would not comply with the law. Even when prescribing is legally permitted, your provider may check the state’s Prescription Drug Monitoring Program (PDMP) to confirm your medication history and screen for potential risks. If the PDMP or other clinical information raises concerns, your provider may refuse to prescribe, limit the prescription, or require further evaluation for your safety.

It is also important to understand that not all states allow controlled substances to be prescribed remotely. If you are located in a state at the time of your telehealth visit that prohibits or restricts telehealth prescribing of a particular drug, your provider will not be able to prescribe that medication, even if it is available in other states.

Finally, enrollment in Henry Meds does not guarantee that you will be prescribed any medication, controlled or otherwise. Prescribing decisions are always made by your treating provider, in accordance with medical judgment and all applicable legal requirements.

Compounded Medications

Some prescription products offered through Henry Meds may be compounded medications prepared by licensed compounding pharmacies. Compounded drugs are customized formulations created to meet a patient's specific clinical needs when an FDA-approved product is not available or not appropriate. These medications are prepared in accordance with Section 503A of the Federal Food, Drug, and Cosmetic Act and applicable state pharmacy laws.

It is important for you to understand that compounded medications are not reviewed or approved by the U.S. Food and Drug Administration (FDA) for safety, effectiveness, or quality. No claims may be made, and none should be understood, to suggest that compounded medications provided through Henry Meds have been evaluated or endorsed by the FDA. Prescribing decisions are made solely by your treating provider based on clinical judgment and applicable legal requirements.

Laboratory Services

Henry Meds coordinates certain laboratory products and services—including at-home or remote specimen collection options or in-lab draws via CLIA-certified laboratories. All these lab services require a valid order from a licensed healthcare provider: you become eligible only after a Provider reviews your consultation, deems the test medically appropriate, and issues the prescription or order.

Fulfillment & Collection Options

- For tests handled by Quest (or a Quest affiliate), the lab order is shared with you (e.g. via email), and you may go to a Quest facility for specimen collection.
- Alternatively, for certain tests, Henry Meds may offer a Tasso at-home self-collection option. Tasso is a device that allows users to collect capillary blood (from the upper arm) in their home, after which the specimen is shipped to a lab partner for processing.
- In some cases, Quest offers a hybrid "self-collection" solution using Tasso+ (Quest Activate with Tasso+), enabling remote collection for certain panels
- The affiliated lab (Quest or other CLIA-certified lab partners) is responsible for processing the sample, maintaining quality control, timeliness, regulatory compliance, and result reporting.

Cost & Billing

When you order a lab service via Henry Meds (whether via Quest draw or Tasso kit), the associated cost is included in your subscription or total charges through the Henry Meds platform. You are financially responsible for those costs in the sense that they are covered under your plan.

If you prefer *not* to use our affiliated lab network (Quest or the Tasso-enabled lab workflow) or if a specific test is unavailable via those paths, you may arrange for the test elsewhere. In that case, you must coordinate ordering, specimen collection, and payment directly with that lab; pricing and integration may vary. All laboratory products and services made available through Henry Meds are considered “Third-Party Goods & Services” as defined in this Agreement.

For transparency, Henry Meds maintains a current list of programs and affiliated pricing. You may review this information at any time by visiting [Henry Meds Program Pricing](#).

Refunds, Limitations & Compliance

Refunds for lab products and services are issued at Henry Meds’ discretion on a case-by-case basis. Due to regulatory, logistical, and safety constraints, certain services—especially at-home collection kits like Tasso—may have additional limitations (e.g. shipping windows, sample stability, test complexity). All services must comply with applicable federal and state norms, including CLIA standards for test validation, accuracy, and reliability.

Pharmacy Services

By accepting this Agreement, you acknowledge that Adonis Health does not itself function as, nor is it a substitute for, a pharmacy. All prescription fulfillment or pharmacy services made available through this platform are provided by third-party pharmacies licensed in their respective jurisdictions. These pharmacies alone are responsible for dispensing medications, complying with applicable pharmacy laws, and maintaining professional standards of care. Adonis Health does not control or direct their clinical or professional judgments, nor does it interfere in how those pharmacies dispense medications, assess your prescription, or monitor your usage.

When a medical provider writes a prescription after reviewing your submitted health information, you understand that the prescription may be filled by one of our affiliated pharmacies, or, if you prefer or if legally required, by another pharmacy of your choosing. If a prescription is transferred, you bear any delays or differences in cost that may result. Adonis

Health assists in facilitating these transfers but is not responsible for the performance, accuracy, safety, or professional decisions of the pharmacies you select or that are used.

Pharmacy services, including but not limited to dosage, labeling, drug interactions, timing of administration, and pharmacy consultation, are matters under the exclusive domain of the licensed pharmacist fulfilling your prescription. Because pharmacy laws vary state to state, certain drugs or controlled substances may have special requirements (such as in-person evaluations, limited remote prescribing, or state-specific restrictions). Providers and pharmacies must comply with those laws. You accept that Adonis Health is not liable for professional errors, adverse reactions, delays, or harm resulting from a pharmacy's actions, misuse, misdispensation, or failure to follow local regulatory requirements.

Furthermore, you understand that using pharmacy services through this platform does not eliminate the need to communicate with your provider or pharmacist about any concerns, side effects, or changes in health status. Where required by law, pharmacies will provide you with the appropriate counseling, warnings, labeling, and follow all regulations governing pharmacy practice. Adonis Health does not guarantee that every pharmacy will offer all services in all jurisdictions or that every prescription will be fillable via affiliated pharmacies.

Free Evaluation & Subscription Enrollment

Adonis Health offers you a free evaluation (up to 15 minutes) to assess your eligibility for certain treatments. This evaluation is limited to a review of your health history and determining whether treatment may be appropriate. It does *not* guarantee that you will be prescribed treatment or enrolled in any subscription plan.

You will be able to review the specific program pricing before enrollment. For convenience, Henry Meds provides a comprehensive list of its programs and affiliated prices here: [Henry Meds Program Pricing](#)

If, following the evaluation, a medical provider determines that treatment is appropriate and writes a prescription under the service you have selected, you will be enrolled in a subscription plan immediately. By using the free evaluation, you agree that your payment method on file may be charged immediately upon prescription and enrollment. Subscription fees, renewal intervals, and payment amounts will be those disclosed during signup.

You will receive clear and conspicuous notice of all the material terms of the subscription at or before the time you provide payment information. These disclosures include (but are not limited to) the price, billing frequency, refund policy, automatic renewal terms (if any), how to cancel, and any conditions or limitations specific to your plan or treatment.

All subscription renewals will happen automatically unless you cancel in the manner described in this Agreement at least 48 hours before the end of your current subscription term. Adonis Health will provide you with reminders or notices of renewal in advance, as required by applicable law, especially in jurisdictions with automatic renewal statutes. Notice of any change in subscription terms, price, or renewal frequency will be given no less than the period required by law, and cancellation will be made available via a simple and accessible method (e.g. through your account dashboard, by email, or other electronic means).

If you are not approved for treatment after the free evaluation, you will not be charged, and no subscription enrollment will occur. All agreements to subscribe are contingent upon provider approval.

You may cancel the subscription plan at any time, before a renewal is processed, by using the cancellation method made available to you, such as through your Henry Meds account, contacting Customer Support, or other means described at signup. Cancellation takes effect at the end of your current billing period. No refunds are available for a partially used subscription period, except where required under applicable law.

In states with specific automatic renewal or continuous service laws, Adonis Health will comply with all relevant legal requirements, including obtaining express affirmative consent to auto-renewal terms, sending renewal reminder notices, retaining records of consent, disclosing cancellation procedures, and ensuring cancellation mechanisms are as easy to use as the enrollment mechanism.

Medical Consultation Fee

As part of its bundled billing structure, Henry Meds collects a medical consultation fee of **\$30.00** for each provider evaluation that results in a prescription. This fee covers the cost of the licensed provider's clinical review and consultation.

If you request or are issued a refund after a prescription has been generated, any refund will be reduced by the amount of the medical consultation fee. The consultation fee is non-refundable once a provider has reviewed your case and issued a prescription, even if you later choose not to fill or continue treatment.

Refund Processing Fees

In addition to the non-refundable \$30.00 medical consultation fee described above, Henry Meds may deduct a reasonable processing fee from any refund issued. This fee covers administrative, transaction, and payment platform costs associated with issuing a refund. All refunds, if approved, will therefore be net of both the consultation fee (if applicable) and any applicable processing fee.

Clinical Disclaimer

Adonis Health is not a medical provider, is not licensed to practice medicine, and does not provide medical care, diagnosis, or treatment itself. All healthcare services, including consultations, prescriptions, or other treatments, are performed by licensed clinicians or affiliated professional entities who are independent from Adonis Health and solely responsible for the clinical judgments they make. Establishing an account or using the Platforms does not create a patient-provider relationship with Adonis Health.

The platform is structured to deliver certain medical services via telehealth or remote consultation only. It is *not* a substitute for comprehensive medical advice, in-person examination, diagnosis, or treatment. Some medical issues or conditions may require in-person evaluations, specialized care, or alternative clinical resources. If your provider determines that your condition cannot be adequately managed through remote services, you may be referred to in-person care. This platform should not be used in medical emergencies; if you believe you are experiencing one, call emergency services immediately.

All prescriptions issued are at the independent provider's discretion after reviewing your submitted health information; you agree to follow your provider's clinical judgment about whether a prescription or other treatment is appropriate. Adonis Health does not control or override the professional judgment of those providers. Adonis Health is not liable for outcomes arising from any medical advice, treatment decisions, or care provided by such clinicians, including adverse outcomes, delays, or inaccuracies.

You understand that even under best efforts, remote or virtual medical services carry inherent limitations and risks. Limitations may include imperfect access to physical exams, technological failures, delays due to communication, or incomplete diagnostic information. These limitations may affect diagnosis, monitoring, or treatment. You agree that Adonis Health is not responsible for any harm, injury, or property damage arising from these inherent limitations or from your reliance on medical services delivered via the platform.

FINANCIAL RESPONSIBILITIES

Plain Language Summary

- Henry Meds is self-pay only. We do not participate in Medicare, Medicaid, or insurance.
- We do not submit insurance claims, and you agree not to do so.
- FSA/HSA use is not guaranteed – check with your plan administrator.
- By using our services, you authorize charges to your saved payment method. Failed charges may be retried or require an updated card.
- Prescription products are final sale and cannot be returned. Report errors promptly for correction.
- Medical Consultation fees are non-refundable
- You remain responsible for charges incurred up to the cancellation date of any subscription.

You are responsible for paying all fees associated with your use of the Services, including but not limited to professional services, pharmacy charges, laboratory tests, processing fees, shipping, and any applicable taxes or duties, unless otherwise expressly stated. All charges must be paid at the time of order using a valid payment method. By submitting your payment information, you represent that you are authorized to use the chosen method and authorize Henry Meds or its vendors to charge the full amount. If your payment fails or your card issuer updates your account details, we may reprocess the transaction using that updated information. If a charge is reversed, we may seek payment by other lawful means.

Billing Errors. If a verified billing error occurs (for example, a duplicate charge), we will correct the error by issuing an adjustment, account credit, or other appropriate remedy.

Prescription Products: Final Sale. Prescription medications dispensed by licensed pharmacies are final sale and may not be returned or refunded once shipped, in accordance with pharmacy law and patient-safety standards. If your prescription is mis-filled, damaged in transit, compromised by a temperature excursion, or subject to a manufacturer or pharmacy recall, your sole and exclusive remedy is a replacement shipment at no additional cost.

Discretionary Refunds. In our sole discretion, and only in exceptional circumstances, Henry Meds may authorize a refund or billing credit instead of replacement. Nothing in this Agreement requires us to issue such a refund, and any discretionary decision to do so does not create an ongoing obligation or precedent.

Please see the **Terms of Sale & Shipping** section for additional details on product availability, shipping responsibilities, and limited remedies.

By using Henry Meds Services, you acknowledge and agree that neither Adonis Health, Inc. nor its affiliated professional entities participate in any federal or state healthcare programs, including Medicare and Medicaid, for the services or products delivered through our platform. Even if an affiliated laboratory, pharmacy, or provider is independently enrolled in such programs, the structure of our platform means that services and products offered here are not covered benefits under those programs. Accordingly, you agree not to submit, and we will not submit on your behalf, any claims for reimbursement to Medicare, Medicaid, or other government payors. You also agree that you will not be balance-billed for services delivered via our platform, as all services are provided solely on a self-pay basis.

When you use our Services, you accept full financial responsibility for all services and products provided, including but not limited to consultations, prescriptions (whether compounded or not, and whether controlled or non-controlled substances as permitted by law), laboratory tests, pharmacy dispensing, and any ancillary or support services. These fees are due either at the time services are rendered or when products are shipped or dispensed, consistent with our billing practices.

By placing an order or scheduling a telehealth appointment, you authorize Henry Meds (and our agents or payment processors) to charge the payment method you have placed on file for all applicable fees. You also authorize us to use account updater services and similar tools to automatically update your payment method information if it has expired or been replaced. If your payment fails for any reason, we may retry the charge, request an alternate payment method, or provide a short grace period before delaying, suspending, or refusing services or deliveries until payment is received.

Prescription products obtained through Henry Meds are final sale and cannot be returned for reuse or resale. If you believe your prescription has been fulfilled in error, you must contact us promptly through your Henry Meds account or by calling Customer Support at (909) 787-2342. We will investigate the issue and, if appropriate, correct the error through a replacement, refund, or billing adjustment.

You remain responsible for any charges incurred up through the effective date of a subscription cancellation, consistent with the Subscription Terms. Those Terms separately explain how and when subscriptions renew, how cancellations and pauses work, and related billing. Regardless of subscription status, services already rendered, and products already dispensed remain your financial responsibility.

Finally, please note that payment for Henry Meds Services is generally not eligible for reimbursement through health insurance. Use of flexible spending accounts (FSAs), health savings accounts (HSAs), or similar benefits may be possible in some cases, but eligibility is not

guaranteed and depends on the rules of your benefit administrator. You are solely responsible for confirming whether your expenses qualify under your plan.

Terms of Sale & Shipping

All products offered through Henry Meds are subject to availability, and we may limit quantities, correct pricing errors, or cancel or revise an order before fulfillment. If any item in your order is unavailable, you will only be charged for the items actually delivered, and any associated taxes or charges will be adjusted. Prices, shipping and handling, processing fees, and applicable taxes or duties may change at any time. At checkout, we will display an estimate of these amounts, but the final total may differ due to tax changes, shipping adjustments, or processor rules. By submitting your payment information, you represent that you are authorized to use the chosen payment method and authorize Henry Meds or its vendors to charge the full amount. If your payment fails or your card issuer updates your account details, we may reprocess the transaction using that updated information. If a charge is reversed, we may seek payment by other lawful means.

All shipments are fulfilled by licensed pharmacies. Delivery dates shown at checkout are estimates and not guarantees. Once a product has been delivered by the carrier to the shipping address you provided, the risk of loss passes to you. To protect your medications, you are encouraged to provide a secure address where someone you trust will be available to accept the package. It is your responsibility to ensure that your shipping address and contact information are accurate and current. If a shipment is delayed, returned, or misdelivered because the address you provided was incorrect or incomplete, you may be responsible for the cost of reshipment.

Certain medications require special handling. Temperature-sensitive products are packaged using cold-chain protocols (such as insulated containers and ice packs) to maintain stability during the carrier's delivery window. Shipments containing controlled substances or cold-chain items may also require an adult signature upon delivery. If no authorized adult is present, you may need to contact the carrier directly to arrange redelivery or pickup.

Henry Meds and its pharmacy partners are not responsible for delays caused by weather, carrier issues, or other circumstances outside of our control. If you believe your package has been misdelivered or damaged in transit, you must notify us within forty-eight (48) hours of the confirmed or expected delivery date so we can investigate. If the carrier confirms that non-delivery was caused by an error on our part, we will provide one courtesy reshipment at no additional cost.

Prescription Products: Final Sale; Limited Remedies. All prescription medications are final sale and cannot be returned or refunded once shipped, in accordance with pharmacy law and patient-safety standards. If your prescription is mis-filled, damaged in transit, compromised by a temperature excursion, or subject to a manufacturer or pharmacy recall, your exclusive remedy is a replacement shipment at no cost. Henry Meds reserves the right, in its sole discretion and only in exceptional cases, to provide a refund or billing credit instead of replacement. Such decisions are discretionary and do not establish any ongoing right to refunds or credits.

Non-prescription products sold through Henry Meds may be subject to different return or refund policies, which will be disclosed at the time of purchase.

Subscription Enrollment, Auto-Renewals, Cancellations & Refunds

When you sign up with Adonis Health, you will be connected with a licensed provider through an affiliated medical group, and you might receive a complimentary evaluation (up to fifteen minutes) to determine whether treatment may be appropriate (see **Free Evaluation & Subscription Enrollment**). The purpose of this evaluation is simply to review your health history and help determine whether treatment may be appropriate for you. It is not a guarantee of treatment, and it does not automatically place you into any subscription. Only if a licensed provider reviews your information, decides that treatment is suitable, and issues a prescription under the service option you selected, will you be enrolled in a subscription plan. Once enrolled,, your payment method on file will be charged, and you will receive a clear explanation of the subscription terms—this includes the price, how often you will be billed, the rules on automatic renewal, how to cancel, and our refund policy.

Your subscription is structured to renew automatically without interruption unless you cancel before the renewal date. As part of this, we will send you a renewal notice in advance. For monthly plans, we may send the notice 3 to 7 days before renewal; for annual or multi-month plans, we aim to send it 15 to 45 days in advance. If state or federal law mandates a different timeframe, we will comply with that requirement.

Canceling is simple, and it is designed to be no harder than signing up. You can cancel online, 24 hours a day, through your account in just two clicks from the homepage. You can also cancel by email or by calling our toll-free number during business hours. When you cancel, your subscription will remain active until the end of the period you have already paid for, unless the law requires otherwise. We generally do not offer refunds for partially used periods, except where legally mandated.

If your provider determines after the free evaluation that you are not eligible for treatment, you will not be enrolled in a subscription at all, and no charges will be made. Refunds are limited to situations where you are no longer medically eligible to continue your therapy(ies). If you are deemed ineligible for treatment after enrollment, we will refund any subscription charges, less applicable fees. If there is an error with your order, you must let us know within 48 hours. We may ask for your order number, tracking information, or photos so we can review the issue. Once approved, we will issue a refund, replacement, or billing correction.

For medications that require cold-chain handling, our partner pharmacies follow strict packaging protocols. Still, if your order arrives damaged because of a carrier issue, weather delay, or packaging failure, and you notify us within 48 hours, we will investigate and, when appropriate, reship your order. Finally, if your healthcare provider determines that you are no longer eligible for treatment, we may cancel your subscription ourselves. If this happens, you will be informed, future billing will stop, and refunds will be handled according to the law and our refund policies. We do not refund for subscription periods already fulfilled, unless required by law.

Whenever a refund is approved, we will issue a refund, replacement, or billing correction. All refunds are processed according to our [Refunds & Returns Policy](#). Henry Meds will process your refund back to your original payment method, usually within ten business days. If you believe your refund is delayed, we encourage you to check with your payment provider first. If that does not resolve the issue, you can reach out to Adonis Health's customer support team for further assistance.

Chargebacks and Account Termination

Henry Meds closely monitors payment activity to protect both our patients and our platform. If multiple chargebacks or payment disputes are initiated on your account, we reserve the right to suspend or permanently cancel your subscription and associated services. This policy helps us ensure the integrity of our billing system, maintain fair pricing for all patients, and prevent misuse of our services. If you believe a chargeback has been opened in error, please contact our Patient Care Team promptly so we can review and resolve the matter before further action is taken.

Third-Party Goods & Services

Henry Meds works with third-party Labs, Pharmacies, Medical Groups, Providers, and other vendors (collectively "Third Parties") who provide or fulfill certain products or services ("Third-Party Goods & Services") via our platform. In typical, non-bundled scenarios, when

you use or purchase goods or services from these Third Parties, your relationship is directly with them for payment, delivery, warranties, and customer service.

However, in cases where Henry Meds offers bundled pricing—such as paying the pharmacy directly for medications and then charging you—Henry Meds will act as the purchaser or payer on your behalf. In these bundled arrangements, Henry Meds may coordinate delivery, handle billing, and manage related customer service, while still relying on the Third Party to fulfill its contractual obligations (e.g. quality, dispensing, regulatory compliance).

For clarity, in all cases, you acknowledge that Third Parties remain responsible for their own operational performance, and Henry Meds facilitates or intermediates payments and logistics only to the extent set forth in your subscription or plan.

Henry Meds does not control the quality, availability, or performance of Third-Party Goods & Services and cannot guarantee that a Third-Party will meet your expectations. In particular, Henry Meds is not liable for any loss, damage, or claim arising from your use of Third-Party Goods & Services or any interaction you have with Third Parties. If a dispute arises between you and a Third Party, you agree that Henry Meds has no obligation to resolve it, and you release and indemnify Henry Meds, its affiliates, subsidiaries, and related entities from claims, losses, or damages connected to that dispute.

Some Third Parties may be affiliated or share ownership interests with Henry Meds stakeholders. Henry Meds may receive compensation related to your use of their services or goods. We make no promise or representation about what that compensation is or how it may affect your pricing.

If you are a California resident, you waive your rights under California Civil Code Section 1542 to claims you do not know of at the time you accept this Agreement, as permitted by law, in connection with your use of Third-Party Goods & Services.

Intellectual Property Use & Ownership

Henry Meds (Adonis Health, Inc.) owns and retains all rights, title, and interest in Henry Meds Services, including all content, features, functionality, software, interfaces, design, text, images, audio, video, data, trademarks, service marks, logos, and all intellectual property rights in and to the Services (collectively, “Henry Meds IP”). Except for the limited license expressly granted below, nothing in this Agreement transfers any ownership rights in Henry Meds IP to you or any other party.

Subject to full compliance with this Agreement, Henry Meds grants you a limited, non-exclusive, non-transferable, revocable license to access and use the Services, and to view, download, or print content solely for your personal, non-commercial use. You may not copy, modify, distribute, display, reverse engineer, or create derivative works of any part of Henry Meds Services or Henry Meds IP unless permitted by Henry Meds in writing. All rights not expressly granted are reserved by Henry Meds and its licensors.

You agree that the trademarks, service marks, trade names, logos, and stylized names displayed throughout the Services are the property of Henry Meds or its affiliates (or third parties with rights therein). You may not use any of these without prior written permission from Henry Meds or the respective owner, including for linking, framing, branding, or in a way that implies sponsorship without express authorization.

In addition, any suggestions, feedback, ideas, or other contributions you provide to Henry Meds—whether about features, content, performance or otherwise—are, upon provision, the exclusive property of Henry Meds. You grant Henry Meds the right to use, adapt, and incorporate such contributions into Henry Meds Services without obligation, and Henry Meds will own all resulting intellectual property rights.

User Submissions & Licensing

By submitting comments, feedback, questions, or other materials through the Services (“Submissions”), you grant Henry Meds and its affiliates a non-exclusive, worldwide, royalty-free, perpetual, transferable, and sublicensable license to use, reproduce, adapt, distribute, publicly perform, and display those Submissions in connection with operating, improving, and promoting the Services.

Protected Health Information (PHI) Exclusion. This license does not apply to information that qualifies as Protected Health Information (“PHI”) under HIPAA or other applicable state/federal health-privacy laws. PHI will be collected, used, and disclosed only as permitted by law, in accordance with Henry Meds’ **Privacy Policy** and the **Notice of Privacy Practices** provided by your treating Provider or affiliated Medical Group. Where there is any inconsistency between this license and the handling of PHI, the Privacy Policy and Notice of Privacy Practices control.

You represent that you have the necessary rights to any Submissions you provide (excluding PHI) and that granting this license does not infringe the rights of third parties. Submissions are otherwise treated as non-confidential and non-proprietary to the extent permitted by law.

Restrictions on Use

When you access or use Henry Meds, you agree to use the service lawfully, responsibly, and in full compliance with these Terms. You must not transmit any content that is unlawful, harmful, harassing, defamatory, threatening, hateful, obscene, fraudulent, or otherwise objectionable. Misrepresenting your identity or affiliation, or using someone else's account credentials, is prohibited. You may not share or disclose personal information obtained through the service without the individual's express consent, unless legally required. You must not interfere with or prevent others from using the service.

You may not use the service to infringe upon intellectual property rights or violate any applicable laws. The use of automated systems, such as bots, spiders, or scrapers, to access content—especially in a way that overwhelms the system—is forbidden. Attempts to reverse engineer, decompile, disassemble, or otherwise probe the underlying structure of the platform or its components are disallowed. You may not alter or tamper with the content, features, or materials of the service unless expressly permitted.

Your login credentials are personal and must not be shared. Allowing others to use your account or using your credentials to provide multiple individuals access (via a network or otherwise), is prohibited. You also may not use a modified or "jailbroken" device or otherwise compromise device integrity in a way that could endanger your data, including protected health information.

The service must not be used to distribute malware, viruses, spyware, or any harmful code. Sending spam, phishing messages, unsolicited advertising, or chain letters is also forbidden. Uploading, running, or distributing malicious software via the service is strictly prohibited. You must not remove, alter, or obscure any proprietary notices, trademarks, copyright, or intellectual property markings. Likewise, copying, downloading, storing, publishing, or reproducing content—except as expressly allowed—violates these Terms. Recording or sharing screenshots or video footage of the service for personal or public use is likewise prohibited.

Access to the platform's APIs must occur only through officially sanctioned clients. You may not use developer tools, plugins, or network sniffers (e.g., Fiddler, Wireshark) to intercept or tamper with communications. You must not assist, encourage, or enable others to engage in forbidden behaviors. The service cannot be used to create competing products or be

commercially exploited (licensed, sublicensed, resold, transferred) without Henry Meds' written permission.

Any action or use of the service that could damage, disable, disrupt, overburden, impair, or compromise the system, its infrastructure, or other users' experience is strictly prohibited. You may not circumvent or bypass any security or technical controls designed to protect the service, its data, or its users. Use of the service must always comply with applicable laws, and if you become aware of misuse or unauthorized access, you must notify us promptly.

Promotions, Offers & Rewards

Henry Meds may from time to time offer promotions, discounts, referral rewards, affiliate or influencer programs, coupon codes, or other incentive or rewards programs ("Promotions"). All Promotions are subject to the general Terms & Conditions of this Agreement and to any additional terms specific to each Promotion. By participating in any Promotion, you agree to abide by those terms and to comply with applicable laws and regulations.

Definition of New Patient. For purposes of any Henry Meds promotional, marketing, referral, or rewards programs, a "New Patient" means an individual who (a) completes an initial medical intake through the Henry Meds platform; (b) receives their first prescription or treatment plan from a licensed healthcare provider; and (c) has had no prior active prescription, consultation, or medical encounter with Henry Meds (or its affiliated medical groups, providers, or pharmacies) within the preceding twelve (12) months. For avoidance of doubt, Henry Meds will determine, in its sole and exclusive discretion, whether an individual meets the New Patient criteria based on internal records, provider notes, and platform data, and Henry Meds' determination shall be final and binding. Promotional eligibility may be revoked, withheld, or denied if Henry Meds determines that a participant does not meet this definition, has provided inaccurate, incomplete, or misleading information, attempted to create multiple or fraudulent accounts, or otherwise acted inconsistently with program terms or applicable law.

Referral Program. If you participate in the Henry Meds referral program, you may be eligible to receive certain rewards when you refer others who meet eligibility criteria (for example, new users who register, complete required steps, or make qualifying purchases). Rewards will be granted only after the referral is validated according to the specific rules of the program. Henry Meds reserves the right to refuse, revoke, or deduct rewards in cases of fraud, misrepresentation, cancellations, or non-qualifying actions.

Affiliate & Influencer Programs. Individuals participating in affiliate or influencer relationships with Henry Meds will generally be provided with unique tracking links, codes, or other materials through which referrals or sales are tracked. Commissions or rewards will be determined based

on the rules of the affiliate or influencer program, including definitions of what constitutes a sale or referral, thresholds, timing of payment, handling of returns/cancellations, and any required disclosures. Affiliates and influencers must use Henry Meds' marketing and branding materials only as permitted, must avoid misleading or deceptive claims, and must clearly disclose any material connection to Henry Meds (including paid, free product, or other incentive) in their promotional content, in compliance with applicable laws.

Coupon Codes, Discounts & Offers. Coupon or discount codes issued by Henry Meds may be subject to restrictions specified at issuance. Such restrictions may include expiration dates, minimum purchase amounts, product exclusions, geographic limitations, single use per account, or restrictions on use in combination with other offers. Henry Meds may cancel, modify, or revoke coupons, promo codes, or other offers at any time if there is misuse, fraud, or violation of these terms.

Tracking, Attribution & Payment Terms. Henry Meds will employ tracking methods (such as cookies, referral links, or codes) to determine attribution for referrals, affiliate/influencer rewards, and claims. These rules will specify how long tracking lasts, how overlapping claims are resolved, and how returns, cancellations, or chargebacks affect rewards or commissions. Payments or crediting of rewards will occur in accordance with the schedule described in program-specific terms. You are responsible for any taxes or reporting obligations associated with rewards or compensation.

Fraud, Disqualification & Enforcement. Henry Meds reserves the right to investigate and disqualify any participant from any Promotion if we suspect fraud, misrepresentation, or other misuse (including creation of fake accounts or self-referrals). We may withhold, reduce, or revoke rewards in such circumstances. Henry Meds also reserves the right to modify, suspend, or terminate any Promotion at any time, with notice as required by law. Henry Meds may also suspend or permanently terminate participation in all Promotions for individuals or entities found to have violated applicable advertising, telemarketing, or healthcare-inducement laws.

Communications, Notices & Disclosures. All promotional communications will clearly state the terms, eligibility, and method by which rewards are earned or redeemed. Affiliates and influencers must make clear and conspicuous disclosures of any material connection with Henry Meds, such as compensation, free product, or other benefit, in any content in which they endorse or promote Henry Meds' products or services. Disclosures must be placed in a manner easily seen and understood by consumers, consistent with FTC's Endorsement Guides and analogous laws.

Governing Law & Dispute Resolution. Disputes arising in connection with Promotions shall be governed by the same Governing Law, Arbitration, and Dispute Resolution provisions set forth in this Agreement.

Henry Meds reserves the right, in its sole discretion, to interpret, modify, suspend, or terminate any definition, eligibility criterion, or Promotion at any time to ensure compliance with applicable healthcare, advertising, or privacy laws, and to protect against misuse or regulatory risk.

Limitation of Liability, Disclaimers & Indemnification

To the fullest extent permitted by applicable law, Henry Meds (and its affiliates, officers, employees, agents, licensors, and service partners) provides the Platform, Services, content, and any Third-Party Goods & Services on an “as is / as available” basis, without warranties of any kind (express or implied). We disclaim implied warranties of merchantability, fitness for a particular purpose, noninfringement, accuracy, completeness, reliability, and uninterrupted operation. We make no guarantee of error-free performance, continuous availability, or the fulfillment of obligations by third parties.

Limitation of Liability

To the fullest extent permitted by law, Henry Meds and its affiliates will not be liable for any indirect, incidental, special, consequential, or punitive damages (including lost profits, data loss, or emotional distress), even if advised of the possibility of such damages.

Your sole and exclusive remedy for any claim arising out of or relating to the Services is limited to the greater of:

(a) the total fees you paid to Henry Meds in the twelve (12) months immediately preceding the event giving rise to the claim, or (b) one thousand U.S. dollars (USD \$1,000).

Exclusions from Cap. This limitation does not apply to: (i) breaches of confidentiality; (ii) violations of HIPAA, state health-privacy laws, or other applicable data-protection statutes; or (iii) willful misconduct, gross negligence, or fraud. For these, statutory remedies and damages (if any) will apply.

Claims Period. Any claim must be brought within one (1) year of the event giving rise to it, unless a longer period is required by applicable law. Where state law prohibits shortening the statute of limitations, the longer statutory period will control.

You agree to indemnify, defend, and hold harmless Henry Meds (and its affiliates, officers, directors, employees, agents, licensors, successors, and assigns) from and against all liabilities, losses, damages, claims, costs, and expenses (including reasonable attorneys' fees) arising from your breach of these Terms, your misuse of the Platform or Services, your violation of applicable laws or third-party rights, or content you submit or cause to be submitted. Your indemnification obligations are independent and are not subject to the damage caps or exclusions in this section (except to the extent prohibited by applicable law).

To give effect to this indemnification, the following procedures shall apply:

Notice of Claim: You must provide Henry Meds prompt written notice of any third-party claim or demand for which you believe indemnification is required. Failure to provide timely notice will relieve you of indemnification obligations only if actual prejudice results.

Assumption of Defense: Henry Meds may, at its sole discretion, assume control of the defense of any such claim, including settlement, using counsel of its choice (reasonably acceptable to you). Upon such assumption, you must cooperate fully, provide all relevant documents, and cease any independent defense activity.

Right to Contest / Participate: If Henry Meds assumes control, you may choose to participate (at your own cost) with separate counsel, but only with prior written consent from Henry Meds. You may not settle any claim in a way that imposes liability on Henry Meds without its written consent.

Defense Costs and Settlement: Once Henry Meds assumes control, it will pay defense costs and expenses. You must not commit the indemnified party to any settlement or financial obligation without prior written approval from Henry Meds.

Reimbursement if Non-Covered: If it's later determined that the claim was not subject to indemnification, you will reimburse Henry Meds for reasonable defense costs and expenses incurred.

These indemnification obligations survive termination or expiration of this Agreement. If any portion of this section is found invalid or unenforceable, that portion will be modified or removed to the minimal extent necessary, and the remaining provisions will continue in full force.

Nothing in this section is intended to limit liability where prohibited by law in your jurisdiction.

Modification, Suspension & Termination of Rights

Adonis Health reserves the right, in its sole discretion, at any time and for any reason, with or without notice, to modify, suspend, or terminate the Sites or Services (or any part thereof). Your permission to use the Services is personal, limited, and revocable; it will automatically terminate if you violate these Terms or misuse the Services. You may also discontinue using the Services at any time. Upon termination or suspension, Adonis Health may maintain, delete, or destroy communications, content, or Data in accordance with its internal policies and applicable law.

Notwithstanding termination or suspension, you will retain access to your medical records as required by law and any professional or regulatory obligation, and Adonis Health will make reasonable efforts to ensure continuity of care where required by law or professional standards. To the fullest extent permitted by law, Adonis Health shall not be liable for any modification, suspension, interruption, or discontinuance of the Services, your account, or access.

Certain provisions of these Terms shall survive termination, expiration, or suspension. Those include, but are not limited to, the Disclaimer of Warranties; Limitation of Liability; Indemnification; Governing Law & Venue; Dispute Resolution & Arbitration; and Class Action Waiver, and any other obligations that by their nature are intended to survive.

Copyright & DMCA Policy (Notice, Takedown, Counter-Notice)

Removal; Policy Overview. Henry Meds may remove or disable access to content on the Sites/Service at any time and for any reason, including upon receipt of a compliant DMCA notice. Henry Meds maintains a policy to terminate, in appropriate circumstances, users who are repeat infringers and to accommodate and not interfere with standard technical measures used by copyright owners to identify or protect works.

Designated DMCA Agent. If you believe material on the Service infringes your copyright, send a DMCA notice to our Designated Agent at:

- Email: legal@henrymeds.com
- Mail: Adonis Health Inc., Attn: DMCA Agent, 1111B S Governors Ave, STE 25428
Dover, DE 19904
- Phone: (909) 787-2342

We will also list this information publicly on our website and register/maintain it with the U.S. Copyright Office's online directory, as required

DMCA Takedown Notice Requirements. To be effective under 17 U.S.C. § 512(c)(3), your written notice must substantially include:

1. a physical or electronic signature of the rights owner or authorized agent;
2. identification of the copyrighted work(s) claimed infringed (or a representative list);
3. identification of the material claimed to be infringing and information reasonably sufficient to locate it on the Service;
4. your contact information (address, phone, and email);
5. a statement that you have a good-faith belief the use is not authorized by the copyright owner, its agent, or the law; and
6. a statement that the information in the notice is accurate and, under penalty of perjury, that you are the copyright owner or authorized to act on the owner's behalf.

Our Response; Notice to User. Upon receiving a compliant notice, Henry Meds may remove or disable access to the identified material and will make a reasonable attempt to notify the user who posted it that we took action pursuant to a DMCA notice.

Counter-Notification. If your material was removed or disabled and you believe this was due to mistake or misidentification, you may submit a counter-notification to the Designated Agent. To be effective under 17 U.S.C. § 512(g)(3), your counter-notice must include:

1. your physical or electronic signature;
2. identification of the material that was removed or disabled and the location where it previously appeared;
3. a statement, under penalty of perjury, that you have a good-faith belief the material was removed or disabled as a result of mistake or misidentification; and
4. your name, address, and telephone number, and a statement that you consent to the jurisdiction of the Federal District Court for your judicial district (or any district where the service provider may be found if you are outside the U.S.) and that you will accept service of process from the person who sent the original DMCA notice or that person's agent.

Restoration Timing. After we receive a valid counter-notice, we will forward it to the original complainant. We will restore the material not less than 10 nor more than 14 business days after receipt of the counter-notice unless the original complainant informs us that it has filed an action seeking a court order to restrain you from engaging in infringing activity.

Repeat-Infringer Policy. In appropriate circumstances, Henry Meds will terminate accounts of users determined to be repeat infringers.

Standard Technical Measures. Henry Meds will accommodate and not interfere with “standard technical measures” that copyright owners use to identify or protect copyrighted works, as defined by statute.

Knowingly False Notices. Submitting a DMCA notice or counter-notice that materially misrepresents infringement or removal by mistake may expose you to liability under 17 U.S.C. § 512(f). Consider fair use and other defenses before filing.

Non-copyright Issues. This DMCA process addresses alleged copyright infringement only. For trademark, privacy, or other legal issues, contact us at the address above.

Governing Law, Jurisdiction & Venue

Henry Meds is controlled and operated by Adonis Health, Inc., a corporation organized under the laws of the State of Delaware. This Agreement and any disputes shall be governed by the laws of the State of Delaware, without regard to its conflict of laws rules; however, arbitration location and procedures will follow the AAA Consumer Arbitration Rules and occur in a reasonably convenient location for the consumer.

To ensure proper service of process, notices, or other legal documents, you must direct them to our principal place of business or designated legal address in Delaware. Service will be effective in accordance with applicable law.

Severability

If any provision (or part thereof) of this Agreement is held invalid, unenforceable or illegal under applicable law in a particular jurisdiction, that provision (or part) shall be modified or severed to the minimum extent necessary to be valid and enforceable; if modification is not feasible, the invalid or unenforceable portion shall be severed. The remainder of this Agreement shall remain in full force and effect, and the invalidity or unenforceability of any provision in one jurisdiction shall not affect its validity or enforceability in any other jurisdiction.

With respect to California, you acknowledge that although a severability clause is included, California courts may refuse to enforce certain provisions (especially in arbitration agreements or ones deemed unconscionable) even if that provision is severable only if the offending term is “collateral” to the main purpose of the contract, can be cured by severance, and doing so is in the interests of justice. If a court in California finds a term to be unconscionable and integral to the contract’s purpose, that court may refuse enforcement or sever more broadly.

Under New York law, if a provision is determined invalid or unenforceable, courts will examine whether that term is essential or inseparable from the contract's core and may decline to sever if the contract's economic substance or parties' intent would be materially impaired by severance.

This Severability provision shall survive termination of this Agreement.

No Agency; Independent Parties

Nothing in this Agreement (nor any actions of the parties) shall create or be construed to imply any agency, partnership, joint venture, employment, fiduciary, or other relationship between you and Henry Meds (Adonis Health, Inc.), affiliated Medical Groups, Providers, Labs, Pharmacies, or any of their affiliates. Each party is and remains an independent entity and has no authority to act for, represent, bind, or incur liability on behalf of the other, whether by contract or otherwise, unless such authority is explicitly granted in writing by Henry Meds.

You may *not* enter into any agreement, promise, or obligation on behalf of Henry Meds or its affiliates, nor make representations or warranties in our name. Any unauthorized act by you that purports to bind Henry Meds is void ab initio (from the start) and you agree to indemnify Henry Meds from any liability or losses arising as a result of any such unauthorized act.

This "No Agency" clause shall not affect those specific relationships or arrangements where a separate written agreement expressly provides otherwise. In such cases, the scope of any such exception will be strictly limited to what is clearly written in that separate agreement.

Assignment

You may not assign, delegate or otherwise transfer any of your rights or obligations under this Agreement to any third party. Any attempt by you to do so will be null and void and of no force or effect.

Henry Meds (Adonis Health, Inc.) may assign or transfer this Agreement, or any of its rights or obligations under it, in whole or in part, without your prior consent or notice, to any of its affiliates, or to a third party in the event of a merger, sale of assets, reorganization, change of control, or similar transaction affecting some or all of Henry Meds' business.

If an assignment by Henry Meds involves a third-party acquiring obligation under this Agreement, Henry Meds shall ensure that the assignee agrees in writing to be bound by all terms, conditions, and obligations of this Agreement.

Assignment under this Agreement shall not release either party from liability for obligations accrued prior to the assignment. After assignment, the assignee shall assume responsibility for

all future obligations; the assignor shall remain responsible for liabilities incurred before the effective date of assignment.

You will be notified of any such assignment or transfer by Henry Meds (e.g. via email or posting on the Service), but failure to provide notice shall not affect the validity of the assignment.

This section shall survive termination of this Agreement.

Third Party Beneficiaries

This Agreement is made between you and Henry Meds (Adonis Health, Inc.), and except where this Agreement explicitly states otherwise, no person or entity other than those named as parties has any rights under this Agreement. Where a section of this Agreement expressly provides that a Medical Group, Provider, Pharmacy, Lab, or other named third party is to benefit from certain obligations (for example under indemnification, arbitration, or use of third-party goods/services), then that third party is an intended beneficiary with respect to those specific provisions and may enforce them to the extent stated.

Any third party who is not explicitly named or clearly referenced in this Agreement is considered an incidental beneficiary, and such a party has no right under this Agreement to enforce its terms, even if they receive some benefit in practice. The intention to make a third party a beneficiary must appear clearly from the face of the Agreement or from the parties' written statements—they must be named or clearly described, and the benefit must be material (not merely incidental).

If any rights are intended for a third-party beneficiary, those rights vest only when any required conditions precedent are satisfied (such as performance, delivery, or other obligations) as specified in this Agreement. Until such vesting, Henry Meds and any other signatory maintain the right to modify or rescind provisions, except where prohibited by applicable law.

Furthermore, any defenses, limitations, or obligations applicable under this Agreement between you and Henry Meds shall also apply to the extent of what the third-party beneficiary may seek to enforce. A third-party beneficiary cannot enforce anything beyond what the Agreement actually promises or requires.

This section is intended to prevent unintended enforcement by persons or entities not specifically named in this Agreement, and to ensure that intended beneficiaries only gain enforceable rights when they are clearly intended, named, and conditions of vesting are met.

Third-Party Links & External Websites

Henry Meds Services may include links to, embed content from, or otherwise reference websites, products, services, or resources that are owned or operated by third parties (collectively, "Third-Party Sites"). These links and references are provided only for your convenience and information. We do not control Third-Party Sites, their content, operations, or practices, and we do not endorse, guarantee, or accept responsibility for them in any way.

You understand and agree that your access to, use of, or reliance upon any Third-Party Site is at your own risk. We are not responsible for, and make no representation or warranty about, the accuracy, completeness, reliability, legality, availability, or safety of any Third-Party Site or the information or materials contained therein. We are also not responsible for any damages, losses, liabilities, or claims arising from your use of (or inability to use) any Third-Party Site or from your interactions with any third party via those sites.

When you leave Henry Meds Services and access a Third-Party Site, that site may have its own terms of use, privacy policy, or other legal notices which will apply to your use of that site. Those terms are independent of and separate from ours, and we encourage you to review them carefully.

In no event will Henry Meds, its affiliates, medical providers, pharmacies, or labs be liable for any claim, loss, or damage of any kind (direct, indirect, incidental, special, exemplary, or consequential), whether in contract, warranty, tort (including negligence), or otherwise, arising out of or in any way connected with Third-Party Sites, their content, or your access to or use thereof.

Binding Arbitration & Class Action Waiver

Plain-Language Summary

- **We use arbitration instead of court.** If you and Henry Meds have a dispute, it will generally be resolved through **binding arbitration**—not in front of a judge or jury.
- **You give up the right to a jury trial.** By agreeing, you cannot sue us in court (except for small-claims cases or where the law says otherwise).
- **You cannot join a class action.** Disputes must be handled one-on-one, not as part of a class or group case.
- **Special rule for California.** If you live in California, you still keep the right to ask a court for "public injunctive relief".
- **Small-claims court is allowed.** You can still bring an individual claim in your local small-claims court if it qualifies.
- **You can opt out.** If you don't want arbitration to apply to you, send us a written notice within 30 days of first accepting our Terms. The address and instructions are below.

By agreeing to these Terms, you and Henry Meds (Adonis Health, Inc.), along with its affiliated Medical Groups, Providers, Laboratories, and Pharmacies (together, the “Adonis Parties”), mutually agree that any dispute, claim, or controversy arising out of or related to this Agreement, the Services, the Platform, the Content, or any goods or services provided through Henry Meds will be resolved through confidential, binding arbitration rather than in court—unless the dispute qualifies for small-claims court or a specific law requires otherwise. This means that both you and the Adonis Parties waive the right to a jury trial and the right to bring or participate in any class, collective, consolidated, or representative action. All claims must be brought individually, unless every party involved agrees otherwise in writing.

The arbitration will be governed by the Federal Arbitration Act (FAA) and conducted under the Consumer Arbitration Rules of the American Arbitration Association (AAA), unless another reputable administrator is mutually agreed upon. The location of the arbitration will normally be in the county where you live at the time the claim is filed, ensuring fairness and accessibility.

Before beginning arbitration, both sides agree to attempt to resolve the matter informally. This requires that the party raising the dispute first provide written notice that describes the claim, the facts giving rise to it, and the relief sought. Within 45 days of receiving this notice, the parties will meet and confer in good faith—by phone, video conference, or another mutually acceptable method. If the dispute is not resolved within 30 days of that initial meeting (unless extended by mutual agreement), either party may move forward with arbitration.

Although arbitration replaces the courtroom, your statutory rights are not erased. For example, if you live in California, this agreement does not prevent you from seeking public injunctive relief in court as recognized in *McGill v. Citibank, N.A.*

To address the possibility of many similar claims being filed at once, the parties also agree to a mass arbitration protocol. If 25 or more substantially similar demands are filed by or through the same counsel or coordinated group within a 90-day period, the arbitration provider will process them using a bellwether system. A small number of claims will be resolved first while the rest are paused, with the outcomes of the initial cases used to help guide resolution of the remaining claims. Filing and administrative fees will also be managed in a way that ensures neither side is burdened with unreasonable costs.

The arbitrator—not a judge—has the sole authority to decide whether a particular claim is subject to arbitration, whether this agreement is valid or enforceable, and whether specific provisions (including the class action waiver) apply. Arbitration fees and costs will be allocated according to the AAA’s rules, but your share will never exceed what you would have paid to file a case in state or federal court. Where consumer protection laws provide additional safeguards, those protections will apply.

The decision of the arbitrator will be final and binding on both parties and may be entered as a judgment in any court with proper jurisdiction. This arbitration agreement applies to disputes that arose before you accepted these Terms and will continue to apply even if you stop using the Services. If a portion of this arbitration agreement is found invalid or unenforceable with respect to a particular claim, that claim may proceed in court, but the remainder of the arbitration agreement will still apply.

Finally, you have the right to opt out of arbitration entirely. To do so, you must send a written notice to Henry Meds within 30 days of first accepting these Terms. Your notice must include your full name, the email associated with your account, your mailing address, your phone number, and a clear statement that you wish to opt out of arbitration. Notices may be sent by email to legal@henrymeds.com or by mail to:

Henry Meds – Legal Department

Adonis Health, Inc.

1111B S Governors Ave, STE 25428

Dover, DE 19904

If you opt out on time, you keep your right to bring claims in court, and the class action waiver will not apply to you. If you do not opt out, arbitration will automatically apply.

Notice of Dispute & Informal Dispute Resolution

If you believe a dispute has arisen between you and Henry Meds or any affiliated Medical Group, Provider, Lab, or Pharmacy under this Agreement, you must first give us written notice of your dispute—this written notice must describe the nature of the dispute, the date(s) relevant to the dispute, the relief you are seeking, and any facts that support your position. The Notice of Dispute should be sent to the address or email Henry Meds has on file for such notices.

After Henry Meds receives your Notice of Dispute, you and we agree to engage in a good-faith informal dispute resolution process before proceeding to arbitration or court. As part of that process, we will confer (by telephone, video conference or other mutually acceptable means) within a reasonable period—no later than 45 days after Henry Meds receives your Notice—to attempt resolution. If you are represented by counsel, your counsel may participate in the resolution discussions, but you must also directly participate. During this period, you and Henry Meds will exchange all non-privileged, relevant information and documents reasonably necessary to understand one another's positions.

While the informal resolution process is underway, any statute of limitations or filing deadlines applicable to the dispute shall be tolled from the date your Notice of Dispute is received until

the process concludes or either party—after reasonable effort—provides written notice that informal resolution has failed. If after 30 days following the initial discussion (or any mutually agreed extension) the dispute remains unresolved, you or Henry Meds may commence arbitration or any other legal remedy permitted under this Agreement.

If you or Henry Meds initiate arbitration without complying fully with this Notice of Dispute and informal resolution process, the arbitration may be dismissed or stayed, and the party failing to comply may be required to reimburse the other party for reasonable costs or fees incurred as a result of noncompliance, insofar as such relief is available under applicable law and the rules of the arbitration provider.

This process is intended to give both you and Henry Meds a meaningful opportunity to resolve disputes without the expense or formalities of adjudication. It does not, however, waive any rights you may have under law that cannot be contractually limited or altered.

Adonis Health Inc. d/b/a Henry Meds will provide the American Arbitration Association with a copy of any revised consumer arbitration clause at least thirty (30) days before its planned effective date, as required by Rule R-12 of the AAA Consumer Arbitration Rules.

Notices

Any notices or other communications required or permitted under this Agreement from Henry Meds to you may be delivered by one or more of the following methods: (a) email to the address you have provided in your account; (b) a posted notice on the Site or in-app service; or (c) regular U.S. mail to your address in our records. You are responsible for maintaining valid contact information with us; notice will be sent to the email and mailing address you most recently provided.

Unless otherwise specified in writing, notice by email shall be deemed given when the email is sent (provided the email does not bounce back), a posted notice shall be deemed given at the time it is posted, and notice by mail shall be deemed given three business days after deposit in the U.S. mail, properly addressed and postage prepaid.

For notices of changes to this Agreement, including any material changes to terms, subscriptions, pricing, or policies, Henry Meds will provide advance notice (as required by applicable law) before the change becomes effective. Your continued use of the Service after such changes are posted / communicated constitutes your acceptance of those changes.

If email notice is returned undeliverable or your mailing address is not reachable, Henry Meds may attempt to use alternative methods of notice, but such attempts shall not invalidate notice assumed under the above timing rules.

If you disagree with any notice, change, or term, your only option in many cases is to stop using the Service.

Binding Arbitration & Class Action Waiver

Plain-Language Summary

- **We use arbitration instead of court.** If you and Henry Meds have a dispute, it will generally be resolved through **binding arbitration**—not in front of a judge or jury.
- **You give up the right to a jury trial.** By agreeing, you cannot sue us in court (except for small-claims cases or where the law says otherwise).
- **You cannot join a class action.** Disputes must be handled one-on-one, not as part of a class or group case.
- **Special rule for California.** If you live in California, you still keep the right to ask a court for “public injunctive relief”.
- **Small-claims court is allowed.** You can still bring an individual claim in your local small-claims court if it qualifies.
- **You can opt out.** If you don’t want arbitration to apply to you, send us a written notice within 30 days of first accepting our Terms. The address and instructions are below.

By agreeing to these Terms, you and Henry Meds (Adonis Health, Inc.), along with its affiliated Medical Groups, Providers, Laboratories, and Pharmacies (together, the “Adonis Parties”), mutually agree that any dispute, claim, or controversy arising out of or related to this Agreement, the Services, the Platform, the Content, or any goods or services provided through Henry Meds will be resolved through confidential, binding arbitration rather than in court—unless the dispute qualifies for small-claims court or a specific law requires otherwise. This means that both you and the Adonis Parties waive the right to a jury trial and the right to bring or participate in any class, collective, consolidated, or representative action. All claims must be brought individually, unless every party involved agrees otherwise in writing.

The arbitration will be conducted in the county (or parish) of your residence at the time the claim is filed, or in another location mutually agreed upon by you and Adonis Health Inc. d/b/a Henry Meds. The arbitration may also be conducted by telephone, video conference, or other remote means if permitted by the arbitrator.

All arbitrations shall be administered by the American Arbitration Association (“AAA”) under its Consumer Arbitration Rules and the Consumer Due Process Protocol, as amended. Adonis Health Inc. d/b/a Henry Meds agrees to comply with the AAA’s administrative determinations and to waive any provision inconsistent with those rules or protocols.

Before beginning arbitration, both sides agree to attempt to resolve the matter informally. This requires that the party raising the dispute first provide written notice that describes the claim, the facts giving rise to it, and the relief sought. Within 45 days of receiving this notice, the parties will meet and confer in good faith—by phone, video conference, or another mutually acceptable method. If the dispute is not resolved within 30 days of that initial meeting (unless extended by mutual agreement), either party may move forward with arbitration.

Although arbitration replaces the courtroom, your statutory rights are not erased. For example, if you live in California, this agreement does not prevent you from seeking public injunctive relief in court as recognized in *McGill v. Citibank, N.A.*

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The decision of the arbitrator will be final and binding on both parties and may be entered as a judgment in any court with proper jurisdiction. This arbitration agreement applies to disputes that arose before you accepted these Terms and will continue to apply even if you stop using the Services. If a portion of this arbitration agreement is found invalid or unenforceable with respect to a particular claim, that claim may proceed in court, but the remainder of the arbitration agreement will still apply.

Finally, you have the right to opt out of arbitration entirely. To do so, you must send a written notice to Henry Meds within 30 days of first accepting these Terms. Your notice must include

your full name, the email associated with your account, your mailing address, your phone number, and a clear statement that you wish to opt out of arbitration. Notices may be sent by email to legal@henrymeds.com or by mail to:

Henry Meds – Legal Department

Adonis Health, Inc.

1111B S Governors Ave, STE 25428

Dover, DE 19904

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After Henry Meds receives your Notice of Dispute, you and we agree to engage in a good-faith informal dispute resolution process before proceeding to arbitration or court. As part of that process, we will confer (by telephone, video conference or other mutually acceptable means) within a reasonable period—no later than 45 days after Henry Meds receives your Notice—to attempt resolution. If you are represented by counsel, your counsel may participate in the resolution discussions, but you must also directly participate. During this period, you and Henry Meds will exchange all non-privileged, relevant information and documents reasonably necessary to understand one another's positions.

While the informal resolution process is underway, any statute of limitations or filing deadlines applicable to the dispute shall be tolled from the date your Notice of Dispute is received until the process concludes or either party—after reasonable effort—provides written notice that informal resolution has failed. If after 30 days following the initial discussion (or any mutually agreed extension) the dispute remains unresolved, you or Henry Meds may commence arbitration or any other legal remedy permitted under this Agreement.

If you or Henry Meds initiate arbitration without complying fully with this Notice of Dispute and informal resolution process, the arbitration may be dismissed or stayed, and the party failing to comply may be required to reimburse the other party for reasonable costs or fees incurred as a result of noncompliance, insofar as such relief is available under applicable law and the rules of the arbitration provider.

This process is intended to give both you and Henry Meds a meaningful opportunity to resolve disputes without the expense or formalities of adjudication. It does not, however, waive any rights you may have under law that cannot be contractually limited or altered.

Disclaimer of Warranties

TO THE FULLEST EXTENT PERMITTED BY APPLICABLE LAW, ADONIS HEALTH SERVICES (INCLUDING HENRY MEDS), ITS AFFILIATES, MEDICAL GROUPS, PROVIDERS, PHARMACIES, LABS, AND ANY THIRD-PARTIES OFFERING GOODS OR SERVICES THROUGH THE SERVICE (COLLECTIVELY, "PROVIDERS") DISCLAIM ALL WARRANTIES, EXPRESS, IMPLIED, STATUTORY OR OTHERWISE. THE SERVICE (INCLUDING ALL CONTENT, FEATURES, PRODUCTS, AND THIRD-PARTY GOODS AND SERVICES) IS PROVIDED "AS IS," "AS AVAILABLE," AND WITH ALL FAULTS. YOUR USE OF THE SERVICE IS AT YOUR SOLE RISK.

ADONIS HEALTH MAKES NO WARRANTY THAT THE SERVICE WILL BE UNINTERRUPTED, ERROR-FREE, SECURE, OR FREE FROM VIRUSES, MALWARE, OR OTHER HARMFUL COMPONENTS. NEITHER ADONIS HEALTH NOR ANY PROVIDER WARRANTS THAT ANY INFORMATION, CONTENT, OR MATERIAL ACCESSED THROUGH THE SERVICE WILL BE COMPLETE, ACCURATE, TIMELY, RELIABLE, OR SUITABLE FOR YOUR SPECIFIC PURPOSES.

ADONIS HEALTH HEREBY SPECIFICALLY DISCLAIMS THE IMPLIED WARRANTY OF MERCHANTABILITY, THE IMPLIED WARRANTY OF FITNESS FOR A PARTICULAR PURPOSE, TITLE, NON-INFRINGEMENT OF THIRD-PARTIES' RIGHTS, AND ALL OTHER WARRANTIES THAT MIGHT OTHERWISE ARISE UNDER LAW (INCLUDING WARRANTIES ARISING BY USAGE, TRADE, OR COURSE OF DEALING).

Where state law prohibits certain disclaimers, or requires minimum implied warranties, those minimum protections will apply. This Disclaimer will be interpreted in light of and to comply with those laws.

Contact

Questions, feedback, or legal notices regarding these Terms or the Services should be directed to Adonis Health, Inc. d/b/a Henry Meds at legal@henrymeds.com. You agree that we may provide notices to you (including notices of changes to these Terms) by email to the address associated with your account, by posting to the Sites, or by any other reasonable method permitted by law. Email notices are deemed given and received on the date transmitted, provided no bounce-back or other error message is received.

If you prefer or are required to deliver a notice in hard copy, you may also send it by certified mail, return receipt requested, or by nationally recognized courier, to: Adonis Health, Inc., 1111B S Governors Ave, STE 25428, Dover, DE 19904, Attn: Legal. Notices sent by mail or courier are deemed received on the date shown on the signed receipt or, if none, three (3) business days after deposit with the carrier.

You are responsible for keeping your contact information (including email and mailing address) current. We are not responsible for notices that are undeliverable due to your failure to maintain accurate contact details.