

Terms of Service

Last updated February 9, 2023

PLEASE READ THESE TERMS AND CONDITIONS OF SERVICE CAREFULLY AND ENTIRELY, INCLUDING THE “LIMITATIONS OF LIABILITY” AND “CHOICE OF LAW AND JURISDICTION” SECTIONS BELOW BEFORE ENROLLING IN AND USING THE SERVICE.

1.0 The Terms

1.1 These Terms and Conditions of Service (“**Terms**”) describe your rights and responsibilities regarding the Care Oncology Inc. Services (“**Services**”). The Services include a variety of Care Oncology services, the patient portal provided by and operated by Care Oncology, Inc. for accessing the services, and all communications from Care Oncology, Inc., whether verbal, written, or digital.

1.2 In these Terms, “we”, “our”, “us”, and “Care Oncology, Inc.” collectively refer to COI. The terms “you” and “yours” refer to the person using the Service.

1.3 The Terms incorporate by reference the following additional terms:

- a. COI Privacy Policy (<https://careoncology.com/privacy-policy/>), as may be updated from time to time, which sets out the terms on which we process any personal data we collect from you, or that you provide to us. By using the Service, you consent to such processing, and you must ensure that all data provided by you is accurate.
- b. COI Privacy Practice policy (<https://careoncology.com/privacy-practice/>), as may be updated from time to time, which sets out data retention periods.

1.4 This Service is offered and available to individuals who are 18 years of age or older. By enrolling and using this Service, you represent that you are at least 18 years old and can form a binding contract with us. If you do not meet these requirements, you may not access or use this Service.

1.5 If we are unable to accept your enrollment, we will inform you of this and you will receive a refund of your enrollment fee. This might be because we determine your health condition renders our Services medically inappropriate, unexpected limits on our resources which we could not reasonably plan for, or because we have identified an error in the price or description of the services

1.6 COI may revise these Terms and it’s Services at any time; the updated Terms and Services will be posted to the patient portal. Any revisions are effective immediately upon

posting; the date the Terms and Services were last revised is identified at the top of the page. You are bound by any such revisions and should, therefore, periodically visit the patient portal to review the current Terms and Service. If you do not agree with the change in Terms or Services, you must notify us in writing within 3 calendar days from the date the updated Terms or Services were posted in the patient portal. Upon receipt of your written notice, we will refund of any sums you have paid in respect of services not yet received.

1.7 These Terms are a legally binding agreement between you and Care Oncology, Inc. By enrolling, accessing and utilizing the Service, you acknowledge that you have read, understood and agree to these Terms. If you do not agree to these Terms, you may not access or use the Service.

2.0 The Services

2.1 The Services include, but are not limited to:

- a. Access to a variety of services provided by COI;
- b. book appointments for consultation with COI healthcare providers; and
- c. securely share medical information with COI healthcare providers through the Portal;

2.2 Your access to Services will commence on the day of your enrollment and continue for the term of the program you have enrolled.

2.3 Due to differences in state law, all or part of the Services may not be available in all states.

2.4 Cancellations & Refunds. Due to the resources required to schedule physician appointments and testing services, we apologize in advance that Care Oncology, Inc. is NOT able to offer full refunds for tests or appointments. We can provide a partial refund if you cancel up to three days before your scheduled appointment. Cancellations less than 3 days before your appointment, however, will not be refunded.

2.5 Rescheduling. You can reschedule up to 3 days before your scheduled appointment. After this rescheduling cannot be accommodated.

3.0 Accessing the Services

3.1 As part of Services, COI provides a patient portal (“Portal”) for the following purposes:

- a. connect and communicate with healthcare providers;

- b. the development and gathering of health care records and information with retention of the same for use in medical provider encounters and communications;
- c. administrative support in connection with scheduling and payment for Health Care Services;
- d. administrative support in connection with fulfillment and payment for any laboratory testing and/or prescription medications ordered or prescribed by medical providers performing Health Care Services;
- e. administrative support in connection with fulfillment, payment and delivery of dietary supplements; and
- d. telecommunications and technology support for using the Portal as a means of direct access to medical providers provided by affiliated professional entities for communication, consultations, assessments, and treatment by such medical providers.

3.2 The Platform is structured for use specific to certain health care services and is not, and should not, be considered, or used as comprehensive medical advice, care, diagnosis or treatment. Always seek the advice of your physician or other qualified healthcare provider with any questions you may have regarding general personal health, medical conditions, or drugs or medications, and before commencing or discontinuing any course of treatment, drug or medication.

3.3 Upon your enrollment to the Services, you will be provided with access credentials to access the Portal. Subject to your compliance with the Terms, your access to the Portal shall be sustained through the duration of your participation in the Services.

3.4 COI shall have the right to disable any user access code or password at any time for failing to comply with the Terms.

3.5 You must treat your access credentials as confidential and not disclose them to any third party. If you know or suspect that anyone other than you have obtained your access password to the Portal, you must promptly reset your password.

3.6 You are responsible for making all arrangements necessary for you to access the Portal and Services, including having access to an internet connection and appropriate device and browser as appropriate.

3.7 You may use the Portal only for lawful purposes, or in any way If, and only if, you agree to, and are in full compliance with these Terms. COI authorizes you to view and access a single copy of the publicly available pages on the Portal solely for your personal use. Without limiting the foregoing, in no event may any user directly or indirectly:

- a. infringes our intellectual property rights or those of any third party in relation to your use of the Service;
- b. transmit any material that is defamatory, offensive or otherwise objectionable in relation to your use of the Service;
- c. damage, disable, overburden, impair or compromise our systems or security or interfere with other users;
- d. access, send, knowingly receive, upload, download, use or re-use any personal information regarding any person other than yourself without their explicit prior written consent;
- e. collect or harvest any information or data in respect of the Service or our systems or attempt to decipher any transmissions to or from the servers running the Service;
- f. knowingly transmit any data, send or upload any material that contains viruses, Trojan horses, worms, time-bombs, keystroke loggers, spyware, adware or any other harmful programs or similar computer code designed to adversely affect the operation of any computer software or hardware; or
- g. establish a link in such a way as to suggest any form of association, approval or endorsement on our part where none exists. The Portal must not be framed on (or form part of) any other site or mobile application (as appropriate).
- h. Republish, post, upload, frame, retransmit, redistribute, modify, remove any intellectual property or similar notices or otherwise reproduce the Portal or any Content in any format to anyone in any way (other than the download to your personal computer that is inherent in using the Portal for its intended use);
- i. Access, attempt to access, or obtain any information regarding other users (including, without limitation, any other users' tests ordered or test results or any other personally identifiable information related to another user);
- j. Allow anyone else to use or access your name, account or password, if any;
- k. Use any robot, spider or other data mining or other automatic device, program, or similar process or means to access, acquire, copy or monitor the Portal, another user, the Content or any portion thereof, or in any way

circumvent the navigational structure or presentation of the Portal or any Content;

- l. Breach or attempt to breach the security or authentication measures on the Portal or any network or database connected to the Portal;
- m. Collect any information related to any Portal users or other Content from the Portal for the benefit of any other entity or person or share this information with any other person or entity;
- n. Decompile, reverse engineer, disassemble or otherwise reduce any software code for the Portal to a human-readable form;
- o. Make any automated high-volume or other use of the Portal for re-mailing, spamming or other purposes;
- p. Use the Portal or the Content in violation of any applicable law, rule or regulation;
- q. Use the Portal for any purpose other than to obtain information or utilize the intended test ordering services offered through the Portal;
- r. Submit any data, content or other material that contains a virus or other harmful component, or otherwise tampers with, impairs or damages the Portal, the Content or any connected network or database, or otherwise interferes with any person or entity's use or enjoyment of the Portal;
- s. Submit any data (including, without limitation credit card and other payment data), content or other material in violation of any applicable law or regulation, that violates or infringes upon the patent, trademark, copyright, trade secret, privacy, publicity or other rights of any third party;
- t. Submit any data (including, without limitation credit card and other payment data), content or other material that is false, misleading, deceptive, defamatory, obscene, indecent, threatening, abusive, offensive, harassing, or hateful; or
- u. Pretend to be another person or entity or misrepresent your identity, sponsorship, or affiliation with any such third party, including using a third party's username, password, personally identifiable or other account Information.

- v. disclaim responsibility for all acts, omissions, statements and other uses of your account and other information on the Portal.

3.8 We cannot and do not assure that other users are complying, or will continue to comply, with the provisions of these Terms, and, as between you and COI, you assume all risk of harm or injury resulting from any such lack of compliance.

4.0 Miscellaneous

4.1. Disclaimers of Liability and Warranties

The information presented on or through this Portal is made available solely for general information purposes. Care Oncology will use reasonable efforts to include accurate and up-to-date information on this Portal, but CARE ONCOLOGY MAKES NO WARRANTIES OR REPRESENTATION OF ANY KIND REGARDING THE USE OF THIS PORTAL OR AS TO ITS ACCURACY, CURRENCY, RELIABILITY OR COMPLETENESS. Any reliance you place on the information presented on or through the Portal is strictly at your own risk. Care Oncology reserves the right to make changes or improvements to this Portal at any time.

YOUR ACCESS TO AND USE OF THIS PORTAL AND THE CONTENT HEREOF IS AT YOUR OWN RISK. THIS PORTAL AND ALL THE MATERIALS, INFORMATION AND SERVICES IN THIS PORTAL, INCLUDING, WITHOUT LIMITATION, TEXT, GRAPHICS, AND LINKS (COLLECTIVELY, THE "CONTENT"), ARE PROVIDED "AS-IS" AND WITHOUT WARRANTIES OF ANY KIND, EITHER EXPRESSED OR IMPLIED. TO THE FULLEST EXTENT PERMISSIBLE UNDER APPLICABLE LAW, CARE ONCOLOGY DISCLAIMS ALL WARRANTIES, EXPRESS OR IMPLIED, INCLUDING, BUT NOT LIMITED TO, WARRANTIES OF MERCHANTABILITY, FITNESS FOR A PARTICULAR PURPOSE, ACCURACY, NON-INFRINGEMENT, FREEDOM FROM COMPUTER VIRUS AND WARRANTIES ARISING FROM COURSE OF DEALING OR COURSE OF PERFORMANCE.

UNDER NO CIRCUMSTANCES, INCLUDING, BUT NOT LIMITED TO, NEGLIGENCE, SHALL CARE ONCOLOGY, OR ANY PARTY INVOLVED IN CREATING, PRODUCING OR DELIVERING THIS PORTAL, BE LIABLE FOR ANY DAMAGES, INCLUDING, WITHOUT LIMITATION, DIRECT, INCIDENTAL, SPECIAL, CONSEQUENTIAL, INDIRECT OR PUNITIVE DAMAGES, ARISING OUT OF ACCESS TO, USE OF OR INABILITY TO USE THIS PORTAL, OR ANY ERRORS OR OMISSIONS IN THE CONTENT, EVEN IF CARE ONCOLOGY OR A CARE ONCOLOGY AUTHORIZED REPRESENTATIVE HAS BEEN ADVISED OF THE POSSIBILITY OF SUCH DAMAGES. THESE LIMITATIONS INCLUDE DAMAGES TO, OR FOR ANY VIRUSES THAT INFECT, YOUR COMPUTER EQUIPMENT. YOU (AND NOT CARE ONCOLOGY) ASSUME THE ENTIRE COST OF ALL NECESSARY SERVICING, REPAIR OR CORRECTION. THESE LIMITATIONS SHALL APPLY NOTWITHSTANDING ANY FAILURE OF ESSENTIAL PURPOSE OF ANY LIMITED REMEDY. THE ABOVE EXCLUSIONS AND LIMITATION MAY NOT APPLY TO YOU, TO THE EXTENT THAT APPLICABLE LAW MAY NOT ALLOW THE EXCLUSION OF IMPLIED WARRANTIES, OR THE EXCLUSION OR LIMITATION OF LIABILITY FOR CONSEQUENTIAL OR INCIDENTAL DAMAGES.

4.2 Telehealth Consent

Telehealth involves the delivery of health and wellness services using electronic communications, information technology, or other means between a licensed, certified, or registered healthcare professional at one location and a patient in another location. You agree to review the full “Telehealth Informed Consent” which informs you about the treatment methods, risks, and limitations of utilizing telehealth to meet your health and wellness needs. In order to receive Health Care Services, you will be required to agree to the **Telehealth Informed Consent** regarding the use of telehealth.

The telemedicine services made available through Care Oncology are provided by licensed physicians practicing within a group of independently owned professional practices collectively known as “Care Oncology Physician Professionals”. These professional practices provide services via the Care Oncology telehealth platform. Stage Zero Life Sciences, Ltd. and its affiliates and/or wholly owned subsidiaries including but not limited to Care Oncology, Inc. does not itself provide any physician or other healthcare provider services.

Fees, Payment, Refunds and Replacements

All fees are as quoted on the Portal and website. We may revise our fees from time to time at our discretion. You agree to be responsible for the payment of all fees when due. Fees will be paid at the time of purchase. If we determine that you have used the Portal or the Services in a way inconsistent with these Terms, we reserve the right to suspend your Account and not provide a refund. COI implements several safeguards to avoid technical errors, however, on rare occasions the Lab may be unable to process your sample either because of an issue with the sample or due to an issue at the Lab. If this occurs, at our sole discretion, either (a) the Lab will attempt to process your leftover sample, (if a sufficient amount is available and the sample is appropriate for reprocessing) or (b) we will send you a replacement requisition so that you may submit another sample for the Lab to process. In either scenario, there will be no additional charge to you.

4.4 Submission of Ideas

COI appreciates hearing from users and welcomes your comments regarding this Portal and/or Care Oncology' products or services. However, it is Care Oncology' policy not to accept unsolicited ideas about new products, advertising or marketing concepts or improvements. Care Oncology employs a staff and consultants that may be working on ideas that are the same or similar to yours. Care Oncology' policy is to avoid confusion about our ownership of new concepts. If you send us a message about a proposed idea, your message will be treated as non-proprietary and non-confidential and becomes property of Care Oncology. Care Oncology shall be free to use the content of any such

communication, including any ideas, inventions, concepts, techniques or know-how disclosed therein, for any purpose whatsoever, including developing, manufacturing and/or marketing goods or services, at our sole discretion, without compensation to you. You agree that you will not upload or transmit to this Portal any communications or content that infringe or violate any rights of any party. In addition, you agree that you will not send or transmit to Care Oncology by email (including through the "Contact Us" link) any communication or content that infringes or violates any rights of any party.

You may not submit content that you do not have permission to use; infringes the copyright, trademark, patent right, or other proprietary right of any person; is pornographic, sexually explicit, or obscene; exploits children or minors; violates the rights of privacy or publicity of any person; is harassing, libelous, slanderous, or defamatory; contains any personally identifying information about any person without their consent or about any person who is a minor; may be deemed generally offensive, including expressions of bigotry, prejudice, racism, hatred, profanity or religious or political radicalism; includes advertisements, promotions, solicitations, spam, or offers to sell any goods or services for any commercial purpose; does not pertain directly to the Portal, the App, or the Services; is intended to provide professional advice, including but not limited to, the provision of medical treatment, or legal, financial or investment advice; is intended to solicit, recommend, endorse, or offer to buy or sell any securities or other financial instruments, tout stocks, or recommend that any particular security, portfolio of securities, transaction, or investment strategy is suitable for you or any specific person; violates any local, state, federal, and/or international laws or regulations; promotes or provides instructional information about illegal or illicit activities; contains software viruses or any other computer code, files, or programs designed to destroy, interrupt, or otherwise limit the functionality of any computer software, computer hardware, or other equipment; or, is intended to overwhelm, cause technical disruptions of or denial of service to the Portal.

4.5 Applicable Law

This Portal, Services and the Content are intended to comply with the laws and regulations in the United States of America, and the information pertaining to Care Oncology' products and services is intended for use only by residents of the United States of America. Care Oncology makes no representation or warranty that the Content is appropriate or available for use in other countries, and access to it from countries where its content is illegal is prohibited. Those who choose to access this Portal from other countries do so on their own initiative and are solely responsible for compliance with applicable local laws. Any offer for any product or service made on this Portal is void where prohibited. You may not use or export the Content in violation of U.S. export laws and regulations.

4.6 Governing Law

These Terms and your use of the Services or the Content shall be governed by the laws of the State of Virginia, without regard to its conflict of laws provisions. Any legal action or proceeding relating to this Portal shall be brought exclusively in a federal or state court of competent jurisdiction in Richmond, Virginia.

4.7 Copyright and Use of this Portal and Services

All Content (including, without limitation, Portal design, text, graphics, icons and the selection and arrangement thereof) of this Portal is the property of Care Oncology, or used under license by Care Oncology, and is subject to copyright protection. Care Oncology does not waive any of its proprietary rights to such content.

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If you violate any of these Terms, your permission to use the Services and Content automatically terminates and you must immediately destroy any copies you have made of any portion of the Content.

4.8 Intellectual Property Rights

The Portal and the Services are protected to the maximum extent permitted by patent, copyright and trademark laws and international treaties. The availability of the Portal and the Services shall under no circumstance constitute the transfer of any patents, copyrights, trademarks, or other intellectual property rights of Care Oncology to any user or any third party. Care Oncology is the sole and exclusive owner of all right, title and interest in and to the Portal and the Services and their content, features and functionality (including, without limitation, all information, software, text, displays, images, video, audio, graphics, design, selection, arrangement, and look and feel), other content, and all intellectual property rights therein, and any suggestions, ideas or other feedback provided by you. You are not permitted to reproduce, publish, distribute, modify, create derivative works of, publicly display, publicly

perform, republish, download, store, transmit, sell, or participate in any sale of, or exploit in any way, in whole or in part, any of the material provided on or through the Portal or the Services except as generally and ordinarily permitted according to these Terms. Any copy, modification, revision, enhancement, adaptation, translation, or derivative work of the Portal or the Services shall be owned solely and exclusively by Care Oncology, including all intellectual property rights therein. You may not access or use any part of the Portal, the App, or the Services for any commercial purposes.

All logos, trademarks, service marks and trade dress (hereinafter collectively referred to as "Trademarks") displayed on this Portal, whether or not appearing in large print or with or without the trademark symbol, are registered and unregistered Trademarks of Care Oncology, or of third parties. Use of the Trademarks displayed on this Portal, or any Content, except as provided herein, is strictly prohibited. Nothing contained in this Portal should be construed as granting, by implication, estoppel, or otherwise, any license or right to use any Trademark displayed on this Portal without the written permission of Care Oncology or such third party that may own the Trademarks displayed at this Portal. Furthermore, please be advised that Care Oncology actively and aggressively enforces its intellectual property rights to the fullest extent of the law.

You understand that by providing any sample(s), having your sample(s) processed and tested, or providing information to us, you acquire no rights in any research or commercial products that may be developed by Care Oncology or its collaborating partners. You specifically understand that you will not receive compensation for any research or commercial products that include or result from your sample(s) or information.

4.9 Indemnification

You agree to indemnify, defend, and hold harmless Care Oncology, StageZero Life Sciences, Care Oncology Physician Professionals, its managers, members, employees, agents, licensors, affiliates and suppliers from and against any and all claims, liabilities, actions, judgments, settlements, interest, awards, fines, penalties, losses, expenses, damages and costs, including reasonable attorneys' fees and court costs, resulting from any violation of these Terms (including, but not limited to, negligent or wrongful conduct) by you. Care Oncology reserves the right, at its own expense, to assume the exclusive defense and control of any matter otherwise subject to indemnification by you, in which event you will cooperate with Care Oncology in asserting any available defenses.

4.10 Changes to the Terms and Services

We may make changes to these Terms and Conditions at any time. When changes are made, we will post the updated Terms on our Portal. All changes are effective immediately upon posting; the date the Terms were last updated is included at the top of the page. Your

continued access or use of the Portal, the App or the Services following the posting of revised Terms means that you accept and agree to the changes. You are expected to check from time to time to review the most current Terms and Conditions.

4.11 Termination of Your Use of the Portal

Care Oncology may terminate your use of the Portal at any time and without notice to you if, in its sole judgment, you breach any term or condition of these Terms. Upon termination, you must destroy all materials obtained from this Portal.

4.12 Limitation of Time to File Claims

Any action, claim or dispute you have against Care Oncology must be filed within one year, unless prohibited by applicable law. To the extent permitted by law, any claim or dispute under these Terms or the purchase or use of any Services must be filed within one year in an arbitration proceeding. The one-year period begins when the claim or notice of dispute first could be filed. If a claim or dispute is not filed within one year, it is permanently barred.

4.13 Entire Agreement

If any provision of these Terms and Conditions of Use is unlawful, void or unenforceable, the remaining provisions of these Terms and Conditions of Use will remain in place. These Terms and Conditions of Use are the entire agreement between you and Care Oncology regarding all aspects of your use of this Portal and/or the Content.

4.14 Questions and Comments

If you have any questions, comments, or concerns about these Terms, our Privacy Statement and Policy, the Portal, the Services or Care Oncology, please contact us at: support@careoncology.com.