



Terms and Conditions

Revision Date: May 2020

Welcome to KonnectMD, LLC (hereinafter "**KonnnectMD**," "**We**" or "**Us**"). This Agreement sets forth the legal terms and conditions for your use of www.konnnectmd.com and any other website or mobile application owned and operated by KonnectMD, LLC (the "**Websites**"), and for your purchase and/or use of any KonnectMD services in the United States.

1. Agreement. BY USING ANY WEBSITES OR PURCHASING OR USING ANY SERVICES FROM KONNECTMD, YOU AGREE TO THE TERMS AND CONDITIONS OF THIS AGREEMENT, INCLUDING, WITHOUT LIMITATION, THE ELECTRONIC DISCLOSURE AGREEMENT IN SECTION 10 BELOW AND THE ARBITRATION AGREEMENT IN SECTION 20 BELOW.

SOME OF OUR SERVICES HAVE ADDITIONAL RULES, POLICIES, AND PROCEDURES ("**ADDITIONAL TERMS**"). WHERE ADDITIONAL TERMS APPLY TO A SERVICE, WE WILL MAKE THEM AVAILABLE FOR YOU TO READ THROUGH YOUR USE OF THAT SERVICE. BY USING THAT SERVICE, YOU AGREE TO THE ADDITIONAL TERMS.

WE RESERVE THE RIGHT TO CHANGE THE TERMS AND CONDITIONS OF THIS AGREEMENT OR TO MODIFY OR DISCONTINUE THE SERVICES PROVIDED ON THE WEBSITES AT ANY TIME. IF WE CHANGE THIS AGREEMENT, WE WILL GIVE YOU NOTICE BY POSTING THE REVISED AGREEMENT ON THE APPLICABLE WEBSITE(S). THOSE CHANGES WILL GO INTO EFFECT ON THE REVISION DATE SHOWN IN THE REVISED AGREEMENT.

BY CONTINUING TO USE ANY WEBSITES OR PURCHASE OR USE ANY SERVICES FROM KONNECTMD AFTER THE REVISION DATE, YOU AGREE TO BE BOUND BY SUCH CHANGES.

2. Eligibility. You agree to provide Us with complete and current registration information. Persons under 13 are prohibited from providing personal information on our Websites. If you are under 18, you may only use our Websites with the supervision of a parent or guardian 18 years of age or older. Unless otherwise specified, the materials in the Websites are presented solely for the purpose of promoting services available in the United States and its territories. KonnectMD makes no representation that materials contained in the Websites are appropriate or available for use in other locations. Those who

choose to access the Websites from other locations do so on their own initiative and are responsible for compliance with local laws, if and to the extent local laws are applicable.

3. Acceptable Use of the Websites. You are responsible for your use of the Websites, and for any use of the Websites made using your account. At KonnectMD, our goal is to create a positive, rewarding, and safe experience in connection with our Websites. To promote this goal, we prohibit certain kinds of conduct that may be harmful to other users or to KonnectMD. When you use the Websites, you may not:

- violate any law or regulation;
- violate, infringe, or misappropriate other people's intellectual property, privacy, publicity, or other legal rights;
- post or share anything that is illegal, abusive, harassing, harmful to reputation, pornographic, indecent, profane, obscene, hateful, racist, or otherwise objectionable;
- send unsolicited or unauthorized advertising or commercial communications, such as spam (additionally, please read our Anti-Spam Policy in Section 15 below);
- engage in spidering or harvesting, or participate in the use of software, including spyware, designed to collect data from the Websites;
- transmit any viruses or other computer instructions or technological means whose purpose is to disrupt, damage, or interfere with the use of computers or related systems;
- stalk, harass, or harm another individual;
- impersonate any person or entity or perform any other similar fraudulent activity, such as phishing;
- use any means to scrape or crawl any Web pages contained in the Websites (although KonnectMD may allow operators of public search engines to use spiders to index materials from the Websites for the sole purpose of creating publicly available searchable indices of the materials, and KonnectMD reserves the right to revoke these exceptions either generally or in specific cases);
- use automated methods to use the Websites;
- attempt to circumvent any technological measure implemented by KonnectMD or any of KonnectMD's providers or any other third party (including another user) to protect the Websites;
- attempt to decipher, decompile, disassemble, or reverse engineer any of the software used to provide the Websites; or
- advocate, encourage, or assist any third party in doing any of the foregoing.

4. KonnectMD Konnectors. KonnectMD services are sold through KonnectMD's network of Konnectors, who are each independent distributors of KonnectMD's services. To purchase KonnectMD's services, you do not have to become a Konnector. If, however, you are interested in becoming a Konnector, you must be at least 18 years of age and be registered as a Primary Patient with KonnectMD. Dependent Patients (members through a family membership) are not eligible to become Konnectors until they establish themselves as a Primary Patient.

5. Konnector Websites. Konnectors may have their own Internet websites, generally as part of the KonnectMD Replicated Website Program. It is the sole responsibility of each Konnector to ensure that its website content is accurate and that it fully complies with all KonnectMD Additional Terms, including without limitation, all applicable federal and state rules and regulations. KONNECTMD DISCLAIMS ANY AND ALL LIABILITY ARISING OUT OF OR RELATED IN ANY WAY TO INTERNET INDEPENDENT CONSULTANT WEBSITES.

6. Testimonials. The testimonials reflect the actual experience of each individual, are anecdotal only, and may be atypical.

7. Online Purchases. When you register your membership with KonnectMD, you will receive a KonnectMD identification number ("KonnectMD ID"). Konnectors, as well as Patients who wish to access account information online must also establish a password. Please keep your KonnectMD ID and password secret. You are entirely responsible for any activity under your Konnector ID. You must promptly notify KonnectMD of any actual or attempted unauthorized use of your KonnectMD ID.

8. Return & Exchange Policy

KonnectMD one-time intake fees, monthly membership fees, and annual Konnector fees are non-refundable. KonnectMD reserves the right to waive any of these fees for any Konnector or Patient on a case-by-case basis as We deem necessary.

9. Ownership & Copyright Restrictions. The Websites are owned and operated by KonnectMD. The Websites, including but not limited to software, content, text, photographs, images, graphics, video, audio, hypermedia items and the compilation as a whole ("Content"), are copyrighted under U.S. copyright and other laws by KonnectMD or its licensors, unless otherwise noted. You must abide by all additional copyright notices or restrictions contained in the Websites or elsewhere. You may not delete any author attributions, legal or proprietary notices in the Websites or elsewhere.

Except as noted in Section 11 below: (1) the Websites may not be used, displayed, copied, reproduced, distributed, republished, uploaded, downloaded, posted, transmitted, mirrored, modified, or otherwise, or in any way exploited for personal gain; (2) you may not redistribute, sell, translate, modify, reverse-engineer or reverse-compile or decompile, disassemble or make derivative works of the Websites or any Content or components that are available on the Websites; and (3) you may not make commercial use of these pages and/or any other webpage or service provided by KonnectMD, including redistribution or copying by means; EXCEPT with the prior, express written permission of KonnectMD.

You agree not to interfere or take action that results in interference with or disruption of the Websites or servers or networks connected to the Websites. You agree not to attempt to gain unauthorized access to other computer systems or networks connected to the Websites.

10. Electronic Disclosure Agreement. All documents, including but not limited to, this KonnectMD Website Terms and Conditions, the KonnectMD Privacy Policy, and other documents which may apply depending on whether you are a Konnector or Patient, as well as all notices, disclosures and records (collectively, "Disclosures") relating to your account with KonnectMD will be sent to you electronically at the email address indicated by you in the account registration form or by viewing the Disclosures on the Internet.

You hereby consent and agree to receive all Disclosures from KonnectMD electronically by email or by viewing the Disclosures on the Internet.

To access Disclosures electronically and print copies of these Disclosures for your records, you must have Internet access, as well as access to a printer. You confirm that you have access to a computer that is capable of accessing the Internet operating an Internet browser that enables you to access the Website. You also confirm that you have access to a printer or the ability to make hard copies of your information and records. Please print a copy of all Disclosures for your records.

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13. Idea Submissions. If you submit any ideas, suggestions or testimonials to KonnectMD, We have the right to use your submission without charge in any manner that We deem appropriate, including posting on the Internet. You may only post ideas and material to the Websites if you have obtained appropriate copyright and other permission to post such materials and to permit KonnectMD to use such material without restriction. You agree that you will not violate or infringe the rights of third parties, including privacy, publicity and intellectual and proprietary rights, such as copyright or trademark rights.

15. Privacy Policy. KonnectMD has strict confidentiality policies as set forth in its online Privacy Policy, which is fully incorporated herein by reference. You agree to be bound by KonnectMD's Privacy Policy. Consistent with these policies, you may not collect, distribute or gather personal or aggregate information, including Internet or e-mail addresses, about KonnectMD's Konnectors, Patients or other users.

16. Anti-Spam Policy. KonnectMD strictly prohibits the sending of unsolicited bulk email (spam). Spam is defined for this purpose as sending ten or more messages similar in content to any persons, entities, newsgroups, forums, email lists, or other groups or lists unless prior authorization has been obtained from the email recipient or unless a business or personal relationship has already been established with the email recipient. KonnectMD also prohibits using false headers in emails or falsifying, forging or altering the origin of any email in connection with KonnectMD, and/or its products and services. KonnectMD prohibits engaging in any of the foregoing activities by using the service of another provider, remailer service, or otherwise.

IF YOU OR ANYONE YOU KNOW IS "SPAMMED" BY SOMEONE WHO IS SELLING OR DESCRIBING KONNECTMD'S PRODUCTS OR SERVICES, PLEASE CONTACT US PROMPTLY SO THAT WE MAY TAKE APPROPRIATE ACTION.

17. DISCLAIMER. KONNECTMD DOES NOT MAKE ANY REPRESENTATIONS OR WARRANTIES, EXPRESS OR IMPLIED, INCLUDING WITHOUT LIMITATION, WARRANTIES OF MERCHANTABILITY, FITNESS FOR A PARTICULAR PURPOSE, TITLE, COMPATIBILITY, SECURITY, ACCURACY, OR USEFULNESS WITH RESPECT TO KONNECTMD'S PRODUCTS AND SERVICES, THIS WEBSITE, INFORMATION CONTAINED ON THE WEBSITE, THE REPLICATED WEBSITE PROGRAM OR THE KONNECTOR OPPORTUNITY (COLLECTIVELY HEREINAFTER, "**SERVICE**").

THIS SERVICE IS PROVIDED "AS IS." YOU MAY RELY ON THIS SERVICE SOLELY AT YOUR OWN RISK. ADVICE, OPINIONS AND STATEMENTS SHOULD NOT BE RELIED UPON WHEN MAKING IMPORTANT PERSONAL, MEDICAL, LEGAL OR FINANCIAL DECISIONS. YOU SHOULD CONSULT A PROFESSIONAL TO OBTAIN SPECIFIC ADVICE APPROPRIATE TO YOUR CIRCUMSTANCES. WE DO NOT WARRANT THAT THIS SERVICE WILL BE UNINTERRUPTED OR ERROR-FREE, AND THERE MAY BE DELAYS, OMISSIONS, INTERRUPTIONS AND INACCURACIES IN THE INFORMATION OR OTHER MATERIALS THAT ARE AVAILABLE ON OR THROUGH THIS SERVICE. YOU ASSUME FULL RESPONSIBILITY AND RISK OF LOSS, INCLUDING LOSS OF DATA, RESULTING FROM YOUR DOWNLOADING AND/OR USE OF THIS WEBSITE OR THIS SERVICE. ALTHOUGH WE INTEND TO TAKE REASONABLE STEPS TO PREVENT THE INTRODUCTION OF VIRUSES AND OTHER DESTRUCTIVE MATERIALS TO THIS SERVICE, WE DO NOT GUARANTEE OR WARRANT THAT THIS SERVICE OR MATERIALS THAT MAY BE DOWNLOADED FROM THIS SERVICE DO NOT CONTAIN SUCH DESTRUCTIVE FEATURES. WE ARE NOT LIABLE FOR ANY DAMAGES OR HARM ATTRIBUTABLE TO THE FOREGOING.

WE MAKE NO REPRESENTATIONS OR WARRANTIES REGARDING KONNECTOR WEBSITES, INCLUDING WARRANTIES OF MERCHANTABILITY OR FITNESS OF PURPOSE. YOU SHOULD NOT RELY ON ANY REPRESENTATIONS OR WARRANTIES CONTAINED ON ANY KONNECTOR WEBSITE.

NO ADVICE OR INFORMATION, WHETHER ORAL OR WRITTEN, THAT YOU GET FROM US OR ANYWHERE ELSE WILL CREATE ANY WARRANTY OR CONDITION NOT EXPRESSLY STATED IN THIS AGREEMENT. THE FINAL SUCCESS OR FAILURE OF ANY KONNECTOR DEPENDS UPON HIS OR HER INDIVIDUAL EFFORT. THERE ARE NO GUARANTEES OR PROJECTIONS OF ACTUAL EARNINGS.

18. LIMITED LIABILITY. TO THE MAXIMUM EXTENT PERMITTED BY APPLICABLE LAWS, YOU AGREE THAT KONNECTMD, ITS AFFILIATES, AGENTS, AND THEIR RESPECTIVE OFFICERS, DIRECTORS, EMPLOYEES, AND AGENTS WILL NOT BE LIABLE FOR ANY CLAIM, LOSS, DAMAGES, EXPENSES

OR COSTS WHETHER DIRECT OR INDIRECT, INCLUDING CONSEQUENTIAL OR SPECIAL DAMAGES, LOST PROFITS OR OTHERWISE, ARISING OUT OF OR RELATING IN ANY WAY TO THIS AGREEMENT, YOUR USE OR INABILITY TO USE THIS SERVICE, YOUR PURCHASE OR USE OF KONNECTMD PRODUCTS, SERVICES OR INFORMATION, YOUR PARTICIPATION AS A KONNECTOR, OR FROM UNAUTHORIZED ACCESS TO OR ALTERATION OF YOUR TRANSMISSIONS OR DATA.

TO THE MAXIMUM EXTENT PERMITTED BY APPLICABLE LAWS, YOU HEREBY WAIVE ANY CLAIMS WITH RESPECT THERETO, WHETHER BASED ON CONTRACTUAL, TORT, OR OTHER GROUNDS, EVEN IF WE HAVE BEEN ADVISED OF THE POSSIBILITY OF SUCH DAMAGES. YOU UNDERSTAND AND AGREE THAT WE HAVE SET OUR PRICES AND ENTERED INTO THIS AGREEMENT WITH YOU IN RELIANCE UPON THE LIMITATIONS OF LIABILITY SET FORTH IN THIS AGREEMENT, WHICH ALLOCATE RISK BETWEEN US AND FORM THE BASIS OF A BARGAIN BETWEEN US. NOTWITHSTANDING THE FOREGOING, SOME JURISDICTIONS MAY NOT ALLOW FOR LIMITED LIABILITY OR EXCLUSION OF IMPLIED WARRANTIES, SO NOT ALL OF THE ABOVE LIMITATIONS MAY APPLY TO YOU.

19. INDEMNIFICATION. YOU AGREE TO INDEMNIFY AND HOLD HARMLESS KONNECTMD, ITS AFFILIATES, AGENTS, AND THEIR RESPECTIVE OFFICERS, DIRECTORS, EMPLOYEES, AND AGENTS FROM ANY AND ALL LIABILITIES, CLAIMS, EXPENSES AND DAMAGES, INCLUDING REASONABLE ATTORNEYS' FEES AND COSTS, ARISING OUT OF OR IN ANY WAY RELATED TO YOUR USE OF THIS SERVICE, SALE OR INFORMATION REGARDING KONNECTMD SERVICES, THE KONNECTOR OPPORTUNITY, OR IN CONNECTION WITH YOUR ACCOUNT OR ANY OTHER PERSON'S USE OR ACCESS TO THIS SERVICE BY OR THROUGH YOUR ACCOUNT, WITH OR WITHOUT YOUR PERMISSION, INCLUDING WITHOUT LIMITATION ANY CLAIMS OF LIBEL, DEFAMATION, VIOLATION OF RIGHTS OF PRIVACY OR PUBLICITY, TRESPASS, AND INFRINGEMENT OF INTELLECTUAL OR OTHER PROPRIETARY RIGHTS.

20. Governing Law. This Agreement will be governed by and interpreted in accordance with the laws of the State of Oklahoma without regard to any conflict of laws principles.

21. Arbitration Agreement. Dispute resolution for Konnectors is governed by the KonnectMD Policies and Procedures. If you are not a Konnector, then you and KonnectMD agree that we will resolve any disputes between us through binding and final arbitration instead of through court proceedings. Any arbitration instituted pursuant to this section shall be governed by the Federal Arbitration Act, 9 U.S.C. § 1 *et seq.* You and KonnectMD hereby waive any right to a jury trial of all controversies, claims, counterclaims, or other

disputes arising between you and KonnectMD relating to the Service or this Agreement (each a “**Claim**”). All Claims shall be submitted for binding arbitration administered by JAMS pursuant to its Comprehensive Arbitration Rules & Procedures (“JAMS Rules”), or its equivalent rules and procedures in place at the time of arbitration. The arbitration will be heard and determined by a single arbitrator. The arbitrator’s decision in any such arbitration will be final and binding upon the parties and may be enforced in any court of competent jurisdiction.

If you demonstrate that the costs of arbitration will be prohibitive as compared to the costs of litigation, KonnectMD will pay as much of the administrative costs and arbitrator’s fees required for the arbitration as the arbitrator deems necessary to prevent the cost of the arbitration from being prohibitive. In the final award, the arbitrator may apportion the costs of arbitration and the compensation of the arbitrator among the parties in such amounts as the arbitrator deems appropriate.

This arbitration agreement does not preclude you from seeking action by federal, state, or local government agencies. You and KonnectMD also have the right to bring qualifying claims in small claims court. In addition, you and KonnectMD retain the right to apply to any court of competent jurisdiction for provisional relief, including pre-arbitral attachments or preliminary injunctions, and any such request shall not be deemed incompatible with this Agreement, nor a waiver of the right to have disputes submitted to arbitration as provided in this Agreement.

Neither you nor KonnectMD may act as a class representative or private attorney general, nor participate as a member of a class of claimants, with respect to any Claim. Claims may not be arbitrated on a class or representative basis. The arbitrator can decide only your and/or KonnectMD’s individual Claims. The arbitrator may not consolidate or join the claims of other persons or parties who may be similarly situated.

If any provision of this Section 20 is found to be invalid or unenforceable, then that specific provision shall be of no force and effect and shall be severed, but the remainder of this Section 20 shall continue in full force and effect. No waiver of any provision of this Section 20 will be effective or enforceable unless recorded in a writing signed by the party waiving such a right or requirement. Such a waiver shall not waive or effect any other portion of this Agreement. This Section 20 will survive the termination of your relationship with KonnectMD.

THIS SECTION LIMITS CERTAIN RIGHTS, INCLUDING THE RIGHT TO MAINTAIN A COURT ACTION, THE RIGHT TO A JURY TRIAL, THE RIGHT TO PARTICIPATE

IN ANY FORM OF CLASS OR REPRESENTATIVE CLAIM, THE RIGHT TO ENGAGE IN DISCOVERY EXCEPT AS PROVIDED IN THE JAMS RULES, AND THE RIGHT TO CERTAIN REMEDIES AND FORMS OF RELIEF. OTHER RIGHTS THAT YOU OR KONNECTMD WOULD HAVE IN COURT ALSO MAY NOT BE AVAILABLE IN ARBITRATION.

22. Waiver. No delay or omission by either party hereto to exercise any right or power occurring upon any noncompliance or default by the other party with respect to any of the terms of this Agreement shall impair any such right or power or be construed to be a waiver thereof. The terms and conditions of this Agreement may be waived or amended only in writing and only by the party that is entitled to the benefits of the term(s) or condition(s) being waived or amended. Unless stated otherwise, all remedies provided for in this Agreement shall be cumulative and in addition to and not in lieu of any other remedies available to either party at law, in equity, or otherwise.

23. Unenforceability. If any provision of this Agreement or any word, phrase, clause, sentence, or other portion thereof should be held to be unenforceable or invalid for any reason, then provided that the essential consideration for entering into this Agreement on the part of any party is not unreasonably impaired, such provision or portion thereof shall be modified or deleted in such manner as to render this Agreement as modified legal and enforceable to the maximum extent permitted under applicable laws.

24. Conflicts. If at any time you have agreed or agree to the Konnector Application & Agreement, to the extent of any conflict between the terms of the Konnector Application & Agreement and the terms of this Agreement (including, without limitation, any conflict with respect to dispute resolution terms), the terms of the Konnector Application & Agreement shall apply and control.

25. Notices. You may contact Us by writing Us at the address listed below:

KonnectMD, LLC
6608 N. Western Avenue #84
Oklahoma City, OK 73116

Or you may email us at:
support@KonnectMD.com

PLEASE PRINT A COPY OF THIS AGREEMENT FOR YOU RECORDS AND PLEASE CHECK THE WEBSITES FREQUENTLY FOR ANY CHANGES TO THIS AGREEMENT.