

## **TestosteroneShots.com PC (DBA: TestosteroneShots.Com)**

Last updated: October 1, 2024

TESTOSTERONE SHOTS IS CONTEMPLATED 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,” CHECKING ANY BOX TO SIGNIFY YOUR ACCEPTANCE, USING ANY OTHER ACCEPTANCE PROTOCOL PRESENTED THROUGH THE SERVICE, OR OTHERWISE AFFIRMATIVELY ACCEPTING THESE TERMS OF SERVICE, YOU ACKNOWLEDGE THAT YOU HAVE READ, ACCEPTED, AND AGREE TO BE BOUND BY THESE TERMS. IF YOU DO NOT AGREE TO THESE TERMS, YOU ARE NOT PERMITTED TO CREATE AN ACCOUNT OR USE TESTOSTERONE SHOTS SERVICE. YOU HEREBY GRANT AGENCY AUTHORITY TO ANY PARTY WHO INDICATES ACCEPTANCE TO THESE TERMS AND CONDITIONS ON YOUR BEHALF.

THIS USER AGREEMENT CONTAINS A MANDATORY ARBITRATION PROVISION. UNLESS YOU TIMELY OPT-OUT OF ARBITRATION IN ACCORDANCE WITH THESE TERMS, YOU AGREE THAT DISPUTES BETWEEN YOU AND US, OR YOU AND THE MEDICAL GROUPS OR PROVIDERS, ARISING OUT OF OR RELATED TO THESE TERMS AND CONDITIONS OR THE SERVICE WILL BE RESOLVED BY BINDING, INDIVIDUAL ARBITRATION. YOU FURTHER WAIVE YOUR RIGHTS TO A JURY TRIAL AND TO PARTICIPATE IN A CLASS ACTION LAWSUIT OR CLASS-WIDE ARBITRATION.

### **I**

INTRODUCTION: Testosterone Shots, Inc. and its subsidiaries (collectively, “Testosterone Shots,” “we,” or “us”) owns and operates the website [www.TestosteroneShots.com](http://www.TestosteroneShots.com) and may, now or in the future, own and operate a Testosterone Shots mobile application (collectively, the “Sites”). Your use of the Sites, any part thereof, or anything associated therewith, including the services, features, content, and applications, together with the Sites, are the Testosterone Shots Service (“Services”) offered by Testosterone Shots, Inc. and our affiliated professional entities for whom we coordinate healthcare offerings. Any products or services provided through the Sites or any affiliated website, software, or application owned or operated by Testosterone Shots are governed by these Terms of Service (“Terms” or “Agreement”). By accessing or using any of the Testosterone Shots Services, which include our affiliated professional entities, you agree to be bound by this “Agreement”, which is a legally enforceable agreement between Testosterone Shots, our affiliated entities, and you, the individual (“You” or “Your”). Please read this Agreement

carefully as it provides the important information you will need to know about using Testosterone Shots Service.

## **II**

**ACCEPTANCE OF THE TERMS:** Your use of Testosterone Shots Service is subject to this Agreement and all applicable laws and regulations. If you do not accept and agree to be bound by this Agreement in its entirety, you are strictly prohibited from visiting, accessing, registering with and/or using the Service or any information or content provided through the Service, except as necessary to review this Agreement. The Service is continually under development, and we reserve the right to revise or remove any part of this Agreement or the Service in our sole discretion at any time and without prior notice to you. Any changes to this Agreement are effective upon it being posted to the Platform. Unless otherwise indicated, any new content added to the Service is also subject to this Agreement upon posting to the Platform. If you disagree with this Agreement or any terms or conditions herein, your sole remedy is to discontinue your use of the Service. Your continued use after a change to this Agreement has been posted constitutes your acceptance of this Agreement as modified by such changes.

## **III**

**OUR RELATIONSHIP WITH YOU:** These Terms of Service (the “Terms”) apply to your use of any of Testosterone Shots Service for which you are enrolled or have a consultation scheduled and are further described below:

### **A**

Telehealth consultations and services.

#### **1**

Testosterone Shots Service may include access to one or more professional medical organizations (“Medical Groups” or “Groups”) to provide healthcare services through the Sites. These Groups employ or contract with licensed medical providers (“Providers”) who offer certain healthcare services via Testosterone Shots Service. All medical providers who deliver Healthcare Services through the Sites are: (i) independent professionals contracted or employed with affiliated professional entities that coordinate with Testosterone Shots Services, and (ii) solely responsible for such Healthcare Services you receive.

#### **2**

Consultations are provided by a medical Provider licensed in the state where you, the Patient, are located via a HIPAA-secure platform.

### **3**

Provider consultations may provide diagnoses and prescribe medication, if clinically appropriate. Prescriptions can be issued for both controlled and non-controlled substances regulated by the DEA, encompassing both commercially available and compounded medications

## **IV**

Testosterone Shots Membership.

### **A**

Testosterone Shots Service makes available to individuals who register as users of the Service ("Users") certain products and services offered by Testosterone Shots or by third-party medical providers, pharmacies, or other vendors via Testosterone Shots Service.

### **B**

Upon signing-up and agreeing to the Terms of Service for Testosterone Shots Service, you will be enrolled as a "Basic Member" in addition to the specific program membership that you choose.

### **C**

Basic Membership includes use of the Testosterone Shots website and mobile application ("Sites"); unlimited customer support; pharmacy and clinical care coordination; health information management; and facilitation to access the nurse hotline if you have questions or concerns regarding your prescription(s) or other clinical issues.

### **1**

If prescribed, medication fulfillment is offered through compounded pharmacies ("Pharmacies") licensed appropriately to dispense medications to the state jurisdictions which are served by Testosterone Shots Service.

You agree and understand that your prescription(s) may be filled by and transferred between any of the Pharmacies, and you agree that Testosterone Shots Service may take these actions on your behalf. Testosterone Shots does not control or interfere with any professional service provided by the Pharmacies, and each is solely responsible for their provision of professional services rendered via Testosterone Shots Service.

By accepting this Agreement, you acknowledge and agree that any services you receive from the Pharmacies, Medical Groups or Providers through the Sites are also subject to this

Agreement, and that the Labs, Pharmacies, Medical Groups and Providers are third-party beneficiaries of this Agreement..

## **V**

**INDEPENDENT MEDICAL JUDGMENT:** Testosterone Shots is not licensed to practice medicine and does not provide any healthcare service. Testosterone Shots does not control or interfere with the provision of Healthcare services provided by medically trained clinicians and their affiliated professional entities, each of whom is independent from Testosterone Shots and solely responsible for the Healthcare service you receive. As such you understand and agree that Testosterone Shots is not responsible for any healthcare service provided by a medical provider or affiliated professional entity, including any personal injury or property damage. You further understand and agree that after reviewing your Information, the medical provider, in his or her independent professional judgment, will determine whether to prescribe medication, other treatments, or, alternatively, recommend that you consult with alternative clinical resources.

## **VI**

**PHARMACY SERVICES:** By accepting this Agreement, you additionally understand and agree that Testosterone Shots, Inc. is not acting as a pharmacy, nor do we control or interfere with any such services. By accepting this Agreement, you understand and agree that you may be entering into a relationship with a pharmacy, pharmacist, and/or pharmacy group or other such relationship with any one or more such third-party entities.

## **VII**

**ELECTRONIC COMMUNICATIONS:** When you enroll and use Testosterone Shots Service, you are consenting to conduct business electronically with Testosterone Shots Service and engage in health-oriented activities with medical providers and professional entities affiliated with Testosterone Shots. Such processes have the same force and effect as your written signature. You agree and consent to Testosterone Shots, its affiliates, subsidiaries, and other affiliated professional entities sending you disclosures, messages, notices, and other communications to your designated mobile phone and email account. You understand and agree that Testosterone Shots Service is not responsible for the security or privacy of communications services you use to receive the aforementioned messages and emails sent via Testosterone Shots Service. You further understand and agree that it is your sole responsibility to monitor and respond to these messages and emails and that neither Testosterone Shots nor the Medical Group or any Provider will be liable for any loss, injury, or claims of any kind resulting from your failure to read or respond to these messages or for

your failure to comply with any treatment recommendations or instructions from the Medical Group or your Provider(s).

If you do not agree with any of these Terms or our Privacy Policy, you may not use the Sites or Testosterone Shots Service.

## **VIII**

**LABORATORY PRODUCTS AND SERVICES:** Laboratory products and services available from Testosterone Shots Service, including at-home testing kits, require a valid prescription or order by a licensed healthcare provider. If you receive laboratory products or services through Testosterone Shots Service, the applicable testing materials are shipped to you, and the costs associated with the laboratory products and services are included in the total charged to you by Testosterone Shots Service. Laboratory products and services available through the Platform are “Third-Party Goods and Services” as described in the Third-Party Goods and Services section of this Agreement.

## **IX**

**THIRD-PARTY GOOD AND SERVICES:** Labs, Third-Party Pharmacies, Medical Groups, and Providers (collectively, “Third-Parties”) may provide services or products (“Third-Party Goods and Services”) through Testosterone Shots Service. Your use of any Third-Party Goods and Services and any interactions with Third-Parties, including payment and delivery of goods or services, and any other terms, conditions, warranties or representations associated with such use or interactions, are solely between you and such Third-Parties. Should any dispute arise between you and any Third-Party, any other User or any other entity or individual, you understand and agree that Testosterone Shots is under no obligation to become involved in such dispute, and you hereby release and indemnify Testosterone Shots, Strive Pharmaceuticals, and their respective corporate parents, subsidiaries, and affiliates, and all of their respective contractors, directors, officers, employees, representatives, proprietors, partners, shareholders, servants, principals, agents, predecessors, successors, assigns, accountants, and attorneys (collectively, “Testosterone Shots Parties”) from any and all claims, demands, or damages (actual or consequential) of every kind or nature, known or unknown, suspected and unsuspected, disclosed or undisclosed, arising out of or in any way related to such disputes or the Service or the features and services therein. IF YOU ARE A CALIFORNIA RESIDENT, YOU WAIVE CALIFORNIA CIVIL CODE SECTION 1542, WHICH STATES: “A GENERAL RELEASE DOES NOT EXTEND TO CLAIMS THAT THE CREDITOR OR RELEASING PARTY DOES NOT KNOW OR SUSPECT TO EXIST IN HIS OR HER FAVOR AT THE TIME OF EXECUTING THE

RELEASE AND THAT, IF KNOWN BY HIM OR HER, WOULD HAVE MATERIALLY AFFECTED HIS OR HER SETTLEMENT WITH THE DEBTOR OR RELEASED PARTY.”

Testosterone Shots shareholders, directors, officers, employees, contractors or agents (collectively, “Testosterone Shots Stakeholders”) may have a financial interest in one or more Third-Parties and may profit from your use of the Third-Parties or the sale of Third-Party Goods and Services.

## **X**

**MODIFICATION AND TERMINATION OF RIGHTS:** Testosterone Shots Service may suspend or terminate any of the rights granted by these Terms and your access to Testosterone Shots Service with or without prior notice, at any time, and for any reason, including, but not limited to, a belief that your conduct or your use of Testosterone Shots Service violates applicable laws or is harmful to the interests of Testosterone Shots, its affiliated professionals, or any other users.

Testosterone Shots may place limits on, modify, suspend, or terminate the Services generally, and may suspend or terminate your use of the Services if you fail to comply with this Agreement in accordance with Testosterone Shots's internal policies. This suspension or termination may delete Your information, files, and other previously available content. If Testosterone Shots terminates the Services or your use of the Services, this Agreement will also terminate, but the following sections; Disclaimer of Warranties; Limitation of Liability; Indemnification; Governing Law, Dispute Resolution, Arbitration; and Class Action Waiver; shall continue to be effective after this Agreement is terminated.

Testosterone Shots reserves the right, in our sole discretion, to amend these Terms, in whole or in part, at any time and for any reason, without penalty or liability to you or any third-party. You should check the Terms regularly to determine what changes have been made, if any. You can determine when the Terms were last revised by referring to the “Last Modified” field at the beginning of this Agreement. If you use the Sites after the amended Terms have been posted, you will be deemed to have agreed to the Terms as amended. If any of the provisions of these Terms are not acceptable to you, your sole and exclusive remedy is to discontinue your use of Testosterone Shots Service.

The Terms will remain in full force and effect for as long as you continue to access or use the Service. You may terminate the Terms at any time by discontinuing use of the Service. Your permission to use Testosterone Shots Service automatically terminates if you violate these Terms.

## **XI**

**ELIGIBILITY:** In order to use Testosterone Shots Service by way of the Sites, the following must be true:

**A**

You are at least 18 years of age.

**B**

You live in the United States and in a state or territory where the Services are available.

**C**

You agree to be legally bound by and comply with these Terms of Service.

**D**

You have compatible computing or mobile devices, access to the Internet, and certain necessary software to use the Sites. Fees and charges may apply to your use of the mobile services and to the Internet.

You understand and agree that satisfying the above requirements does not guarantee that you will receive the Services through the Sites. In addition to the above requirements, Testosterone Shots and its affiliated professional entities reserve the right to change or include new requirements, as deemed appropriate in their sole discretion, without providing prior notice to you. Further, medical providers and affiliated professional entities delivering the Healthcare Services may, on a case-by-case basis, determine that certain criteria apply to utilizing Testosterone Shots Service for healthcare or that healthcare services are not appropriate in any instance for a particular user. You can obtain more information on the criteria for healthcare services by contacting [info@TestosteroneShots.com](mailto:info@TestosteroneShots.com).

**XII**

**AVAILABILITY:** Testosterone Shots Service is subject to state regulations and may change from time to time due to changes in applicable regulatory requirements. Testosterone Shots Services are currently available to eligible individuals located in certain states. Testosterone Shots Service is currently available in California, Nevada, and Florida.

**XIII**

**REGISTRATION, USER ACCOUNTS, AND USER DATA:** You must provide accurate and complete registration information at any time you register to enroll in Testosterone Shots Service. It is your responsibility to provide a true, accurate, and complete email address, physical mailing address, and other information related to the service you request, and to

maintain and promptly update any and all changes to this information. Testosterone Shots Service is available only to users who have registered and enrolled through [www.TestosteroneShots.com](http://www.TestosteroneShots.com) and to other persons affiliated with Testosterone Shots who have been granted accounts with usernames and passwords. Sites may not be accessible at any time, for any period, or for any reason, and Testosterone Shots will not be liable if, for any reason, all or any part of the Sites are unavailable at any time and for any period.

Upon registration of an account, the Sites may contain fields that allow you to enter and transmit your user information or data (“User Data”) through the Sites. You understand and agree that any User Data provided by you may be used, copied, or displayed by Testosterone Shots. Testosterone Shots may create derivative works of any such data, and provide such data to our service providers, our successors and assigns, any medical providers, and their affiliated professional entities, in performance of the Services.

You grant Testosterone Shots, our service providers, our successors and assigns, and medical providers and their affiliated professional entities, the fully transferable and sublicenseable right and license to use, reproduce, modify, analyze, perform, display, distribute, and otherwise disclose to third-parties any User Data you submit on or through the Sites for the purposes of providing the Services to you; conducting research or analyses of such data; and designing, developing, implementing, modifying and/or improving new, current or future features, products and services of Testosterone Shots Service using such data.

#### **XIV**

**YOUR PROTECTED HEALTH INFORMATION OR “PHI”:** You understand and agree that the Sites are intended to facilitate Testosterone Shots Service (“Service” or “Services”) by assisting with (a) the development and gathering of healthcare records and information with retention of the same for use in medical provider encounters and communications; (b) administrative support in connection with scheduling and payment for Healthcare Services; (c) administrative support in connection with coordinating fulfillment and payment for prescription medications ordered or prescribed by medical providers performing Healthcare Services; and (d) telecommunications and technology support for using the Sites as a means of direct access to medical providers provided by affiliated professional entities for communication, consultations, assessments, and treatment by such medical providers. Although Testosterone Shots is not a “covered entity” under the Health Insurance Portability and Accountability Act of 1996, Public Law 104-191, you understand that Testosterone Shots Service gathers unique information from you to enable a medical provider to determine whether a prescription or a diagnostic test is indicated and



appropriate for you, including applicable health information (such as your past and present health conditions, medications, and blood pressure), diagnostic tests, as applicable, and personal information (such as your name, location and demographic information) (collectively, “Your Information”). This information may be certain medical information that may be protected under applicable laws.

As such, you give your consent to Testosterone Shots to send and disclose to the affiliated professional entities and their medical providers all of your Information so that you may receive Testosterone Shots Services. Further, you consent to the delivery of your Information to affiliated and unaffiliated pharmacies, laboratories, and other diagnostic testing companies as part of the coordination of desired fulfillment and payment for diagnostic testing, prescription medications, and medical services recommended as part of the Healthcare Services. One or more of the Labs, Pharmacies or Medical Groups may or may not be a “covered entity” or “business associate” under HIPAA, and Testosterone Shots may in some cases be a “business associate” of a Lab, Pharmacy or Medical Group. It is important to remember that, while state-specific privacy laws may apply, HIPAA does not necessarily apply to an entity or person simply because there is health information involved, and HIPAA may not apply to your transactions or communications with Testosterone Shots, the Medical Groups, the Providers, the Labs, or the Pharmacies. To the extent Testosterone Shots is deemed a “business associate” and solely in its role as a business associate, Testosterone Shots may be subject to certain provisions of HIPAA with respect to “protected health information,” (“PHI”) as defined under HIPAA, that you provide to the Labs, Pharmacies, or Medical Groups . In addition, any medical or health information that you provide that is subject to specific protections under applicable state laws (collectively, with PHI, “Protected Information”), will be used and disclosed only in accordance with such applicable laws. Any information that does not constitute Protected Information under applicable laws, however, may be used or disclosed in any manner permitted under our Privacy Policy. Protected information does not include information that has been de-identified in accordance with HIPAA. The Medical Groups and Providers have adopted a Notice of Privacy Practices that describes how they use and disclose Protected Health Information. By accessing or using any part of the Service, you are acknowledging receipt of the Notice of Privacy Practices from your Medical Group and Provider(s).

By using the Service, you further agree if HIPAA does apply to Testosterone Shots, the Medical Groups, the Providers, the Labs, or the Pharmacies, any information that you submit to that is not intended and used solely for the provision of diagnosis and treatment by the Medical Group and Providers or prescription fulfillment by the Pharmacies or laboratory services by the Labs, is not considered Protected Information, and will only be

subject to our Privacy Policy and any applicable state laws that govern the privacy and security of such information.

## **XV**

**TERMS OF SALE:** All products offered for sale through Testosterone Shots Service are subject to availability and we reserve the right to impose quantity limits on any order or reject all or any part of an order without prior notice. In the event of an error, we reserve the right to correct the error and revise your order accordingly (which includes charging the correct price) or to cancel the order and refund any amount charged. Prices for products are subject to change at any time. You are responsible for any applicable sales, use, duty, customs, or other governmental taxes, levies or fees (“Taxes”) due with respect to your purchase of products or services through Testosterone Shots Service. We will collect applicable Taxes if we determine we have a duty to collect Taxes. We will present an estimate of Taxes we collect at checkout, except where we have clearly stated in writing that a price includes Taxes. The actual Taxes charged may be adjusted from the amount shown at checkout. Several factors may cause this, such as variances between processor programs and changes in tax rates. We are not required to, and do not, collect Taxes in all states. You may have a duty to directly report and pay Taxes if we do not collect such Taxes. Only valid payment methods acceptable to us may be used to complete a purchase via Testosterone Shots Service. You represent and warrant that you are authorized to use your designated payment method. You authorize us to charge your designated payment method for the total amount of your order, including any applicable taxes and shipping and handling charges. If your designated payment method is declined, we will attempt to process your charge until the transaction is approved. Testosterone Shots and our third-party payment processors may request, and may receive, updated payment card information from your payment card issuer, such as updated card numbers and expiration date information when your credit card has expired. If such updated information is provided to us and our third-party payment service providers, you agree we may update your account information accordingly, and will use such updated information to process payments for your future purchases and applicable subscription charges, including any applicable taxes, shipping and handling charges. Testosterone Shots is not responsible for any fees or charges that your bank or payment card issuer may apply. If your bank or card issuer reverses a charge to your payment card, we may bill your account directly and seek payment by another method including a mailed statement.

In connection with any purchase you make through the Service, you may be asked to supply certain information relevant to the transaction, including, without limitation, your payment card number and expiration date, your billing address, your shipping address, your

phone number and your email address. By submitting such information, you grant Testosterone Shots the irrevocable, unencumbered, and perpetual right to provide such information, and any updated information, to third-parties for the purpose of facilitating the transaction.

All credit card, debit card and other monetary transactions conducted through the Service occur through an online payment processing application accessible through the Service.

You agree to pay any shipping and handling charges, if any, shown at the time you make a purchase. We reserve the right to increase, decrease, add or eliminate shipping and handling charges from time to time, but we will provide notice of the changes applicable to you before you make your purchase. Any delivery dates or times shown as part of the checkout process are estimates only and are not guaranteed. Unless we state otherwise in writing via the Service, risk of loss or damage to a product passes to you upon delivery of the product to our designated carrier. We reserve the right to remedy user issues and concerns on a case-by-case basis. We reserve the right, in our sole discretion, to resolve customer issues and concerns based on the facts and circumstances of each User.

## **XVI**

**YOUR RESPONSIBILITIES AND ACKNOWLEDGEMENT:** You are responsible for maintaining the confidentiality and security of Your password and account, and you are fully responsible for all activities that occur under Your password or account. Testosterone Shots Service shall not be liable for any loss or damage arising from your failure to comply with this Agreement. If you have forgotten your password, Testosterone Shots Service will use an email address provided by you to send account verification and password reset instructions. Your use of the Testosterone Shots Services must comply with all applicable laws, regulations, and ordinances, including any laws regarding the export of data or software. If you use mobile services to enter and maintain your personal information, you understand that you are responsible for safeguarding and securing your mobile device and the associated credentials. If you leave your mobile device unattended, or if it is lost or stolen, you understand that your personal information may be accessible to others. Further, as a condition of your use of Testosterone Shots Service, you agree to the following:

### **A**

All information about you provided through the Sites is accurate, complete, and correct, and you will accurately maintain and update any of your Information that you have provided to Testosterone Shots Service..

### **B**

Your permission to use Testosterone Shots Service is personal, and the Sites will be used only by you. You agree to keep confidential your username and password and that you will exit from your account at the end of each session. You are responsible for all activities that occur under your account and for maintaining the confidentiality of your password.

## **C**

You are responsible for changing your password promptly if you think it has been compromised. You may not transfer or share your password with anyone or create more than one account. You may not use anyone else's account at any time.

## **D**

You agree to immediately notify Testosterone Shots Service of any unauthorized use of your username, password or any other breach of security that you become aware of involving or relating to the Services by emailing Testosterone Shots Service at [info@TestosteroneShots.com](mailto:info@TestosteroneShots.com).

You may be asked to provide additional information to Testosterone Shots Service, its affiliated professional entities, or applicable medical provider(s) for the purpose of providing Healthcare Services or fulfilling a prescription. You may elect to withhold requested information; however, if you do so, you may not use Testosterone Shots Service or any other related services.

You understand and agree that provision of healthcare coordinated through Testosterone Shots Service depends on the completeness and accuracy of your Information as provided. Because Testosterone Shots Service is unable to verify all of your Information, Testosterone Shots is not responsible for any consequences if your Information is inaccurate or incomplete. If your Information is inaccurate, incomplete, or not maintained; or Testosterone Shots Service has reasonable grounds to suspect as much, Testosterone Shots has the right to suspend or terminate your account and your use of the Services. In addition, Testosterone Shots may take any and all actions it deems necessary or reasonable to maintain the security of the Sites, Services, and your secure User account.

## **XVII**

**RESTRICTIONS ON USE:** In using Testosterone Shots Service, You agree not to:

## **A**

Send or otherwise transmit Through Testosterone Shots Service any unlawful, infringing, harmful, harassing, defamatory, threatening, hateful or otherwise objectionable material of any kind, any material that can cause harm or delay to Testosterone Shots Service or

computers of any kind, and any unsolicited advertising, solicitation or promotional materials;

**B**

Misrepresent your identity or affiliation in any way;

**C**

Restrict or inhibit any person from using Testosterone Shots Service; disclose personal information obtained from Testosterone Shots Service; or collect information about other users of Testosterone Shots Service;

**D**

Reverse engineer, disassemble, or decompile any section or technology of the Testosterone Shots Service, or attempt to do any of the foregoing:

**1**

Gain unauthorized access to Testosterone Shots Service; to other users' accounts, names, personally identifiable information or other information, or to other computers or websites connected or linked to Testosterone Shots Service;

**2**

Launch or use any automated system, including without limitation, "robots," "spiders," or "offline readers," that access Testosterone Shots Service in a manner that sends more request messages to our servers in a given period of time than a human can reasonably produce in the same period by using a conventional web browser;

**3**

Send or otherwise transmit to or through Testosterone Shots Service chain letters, unsolicited messages, "spamming" or "phishing" messages, or messages marketing or advertising goods and services;

**4**

Post, transmit or otherwise make available any virus, worm, spyware or any other computer code, file or program that may or is intended to damage or hijack the operation of any hardware, software, or telecommunications equipment;

**5**

Violate any applicable laws or regulations in any way;

**6**

Alter or modify any part of the content or services offered through Testosterone Shots Service;

**7**

Allow any other person to use Testosterone Shots Service utilizing your registration or login information;

**8**

Access Testosterone Shots APIs other than through a direct connection from Testosterone Shots Web or Mobile Applications. Any other direct connection to our APIs or indirect connections or observations, including but not limited to utilizing browser developer tools, plugins, or third-party applications that listen to or intercept network communication such as Fiddler and Wireshark are expressly prohibited.

**9**

Assist or permit any person to engage in any of the activities described above.

You will not use, or encourage, or permit others to use, Testosterone Shots Service except as expressly permitted in these Terms. The following actions are expressly prohibited in relation to Your username and password:

**A**

Sharing or disclosing your username and password or permitting access to or otherwise facilitating the use of Your username and password by any person;

**B**

Using the username and password to cache Testosterone Shots Service in such a manner as to be accessible by persons who have not registered with Testosterone Shots Service; or

**C**

Using the username and password to permit multiple persons access to Testosterone Shots Service through a local or wide area network.

**D**

Use or attempt to use the Sites or the Services for any other person than yourself;

**E**

Accessing, enrolling, or using Testosterone Shots Service in any manner or for any purpose that infringes, misappropriates, or otherwise violates any intellectual property right or other right of any third-party, or that violates any applicable local, state or federal law or regulation, or is prohibited by these Terms;

## **F**

“Jailbreak” your mobile operating system. The mobile site is intended for use only on a mobile phone that runs an unmodified manufacturer-approved operating system. Using Testosterone Shots Service on a mobile phone with a modified operating system may undermine security features that are intended to protect your protected health information (PHI) from unauthorized or unintended disclosure. You may compromise your PHI if you use Testosterone Shots Service on a mobile phone that has been modified. Use of the Service on a mobile phone with a modified operating system is a material breach of these Terms;

## **G**

License, sublicense, sell, resell, transfer, assign, distribute or otherwise commercially exploit or make available to any third-party the Sites or related materials in any way;

## **H**

Use or access the Platform to create or develop competing products or services or for any other purpose that is to Testosterone Shots detrimental or puts Testosterone Shots Service at a commercial disadvantage;

## **I**

Take any action or use Testosterone Shots Service in any manner which could damage, destroy, disrupt, disable, impair, overburden, interfere with, or otherwise impede or harm in any manner our Sites or any Content, in whole or in part;

## **J**

Disrupt, interfere with, violate the security of, or attempt to gain unauthorized access to our Sites or any computer network;

## **K**

Bypass, breach, avoid, remove, deactivate, impair, descramble, or otherwise circumvent any security device, protection, or technological measure implemented by Testosterone Shots or any of our service providers to protect our Sites;

## **L**

Input, upload, transmit, distribute, or otherwise run or propagate any virus, application, Trojan horse, or any other harmful computer code that could damage or alter a computer, portable device, computer network, communication network, data, or our Sites, or any other system, device, or property;

## **M**

Remove, delete, alter, or obscure any trademarks, specifications, warranties, or disclaimers, or any copyright, trademark, patent, or other intellectual property or proprietary rights notices from our Sites or any content made available to you through Testosterone Shots Service;

## **N**

Use any manual process or automated device to monitor or copy any content made available through Testosterone Shots Service for any unauthorized purpose except as permitted in Section XIII: Privacy

## **O**

Copy, duplicate, download, store in a retrieval system, publish, transmit or otherwise reproduce, transfer, distribute, store, disseminate, aggregate, use as a component of or as the basis for a database or otherwise use in any form or by any means any data, text, reports, or other materials related to Testosterone Shots Service or third-party content from the Sites; or

## **P**

Encourage or enable any other individual to do any of the foregoing.

## **Q**

Capture, record, share, or retain any video footage or screenshots for any purpose, including for your own personal use (e.g., sharing photos or video feed made available through the Services on a social media platform).

## **XVIII**

**LICENSING:** Subject to your compliance with these Terms, Testosterone Shots grants you a personal, limited, revocable, nonexclusive, and non-transferable license to view, access, and use Testosterone Shots Service and its content, solely for your personal and non-commercial use. No other right, title, or interest in Testosterone Shots Service is transferred to you, and all rights not expressly granted are reserved by Testosterone Shots and its licensors. You are not permitted to reproduce, publish, transmit, distribute, display, modify,



create derivative works from, sell or participate in any sale of, or exploit in any way, in whole or in part, any such content for commercial use.

## **XIX**

**LIMITED HEALTHCARE SERVICES:** Although you may receive a medical consultation and/or prescription through the Testosterone Shots Service membership, Testosterone Shots, Inc. does not offer medical advice. Creating an account on the TestosteroneShots.com web or mobile site does not create any patient-provider relationship. The Platform is structured for use specific to certain healthcare services and is not, and should not, be considered, or used, as comprehensive medical advice, care, diagnosis, or treatment. In some cases, the Testosterone Shots Service may not be the most appropriate way for you to provide information to, communicate with, or seek medical care and treatment from a healthcare provider. For example, your Provider may determine that your diagnosis or treatment requires an in-person office visit or are otherwise not appropriately addressed through use of Testosterone Shots Service. In such a case, you may receive notification that you will be unable to use the Service for the particular issue you submitted with additional information regarding next steps. The Platform should not be used during a medical emergency, and if you choose to discontinue your Testosterone Shots membership, you are strongly encouraged to follow up with your primary care provider or other qualified healthcare provider. **TESTOSTERONE SHOTS, INC. IS NOT RESPONSIBLE OR LIABLE FOR ANY ADVICE, COURSE OF TREATMENT, DIAGNOSIS OR ANY OTHER INFORMATION, SERVICES OR PRODUCTS THAT YOU MAY OBTAIN THROUGH AFFILIATED PROFESSIONALS OR THEIR PROFESSIONAL ENTITIES.**

## **XX**

**TELEHEALTH CONSENT:** Telehealth uses electronic communications, information technology, and other means to connect patients in one location and licensed, certified, or registered healthcare professionals in another location regarding a clinical matter. Though Telehealth carries potential benefits, like any medical procedure, it also carries potential risks. Please 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 Healthcare Services, you will be required to agree to the Telehealth Informed Consent regarding the use of telehealth. By using the Healthcare Services facilitated and coordinated through Testosterone Shots Service, you agree and acknowledge that Testosterone Shots, Inc. is a beneficiary of the Medical Consent and has the right to enforcement.

## **XXI**

**PAYMENTS:** You understand and agree that you are responsible for all fees due to receive Testosterone Shots Service, including any fees charged by medical providers and affiliated medical professional entities. When you submit your Information for Healthcare Services, you are agreeing to pay all fees due. By entering your payment information and submitting your request, you authorize Testosterone Shots Service, our affiliates, or our third-party payment processors to charge the amount due.

Furthermore, Testosterone Shots and Testosterone Shots Service cannot accept returns of prescription products for reuse or resale, and all sales are final. If you believe we have made an error assisting with the filling of your prescription, please message us through your Testosterone Shots account or call 909 787 2342.

You understand that Testosterone Shots's affiliated medical professional entities are not contracted healthcare providers with any health insurance plans (commercial, government, or otherwise; i.e., "out-of-network" providers), and therefore, you understand and agree that you are exclusively and solely responsible for paying all fees due to receive the Healthcare Services provided to you, including any fees charged by the medical providers and affiliated medical professional entities. As such, neither you, Testosterone Shots, or any medical professional or their professional entities may receive payment from such programs for the services or products provided to you by Testosterone Shots, Testosterone Shots Service, its affiliated professionals and their professional entities. Amounts collected by Testosterone Shots Service will include fees charged by medical providers for Healthcare Services.

Further, to the extent that any of the Labs, Pharmacies, or Providers may be enrolled in federal or state healthcare programs, the means through which the services and products are provided or made accessible through the Service typically precludes such services and products from being covered benefits under these programs. By choosing to use the Service, you are specifically choosing to obtain products and services on a cash basis outside of any federal or state healthcare program. Thus, you are solely responsible for the costs of any service or product provided to you.

In the event that your credit card expires or Testosterone Shots, our affiliates, or our third-party payment processors are unable to process your payment, you may receive notice for you to provide an alternative payment method. Testosterone Shots Service and the medical provider(s) have no obligation to provide any Healthcare Services unless and until full payment has been received and verified.

By agreeing to use the Service, you agree that neither you, Testosterone Shots, the Labs, Pharmacies, Medical Groups or Providers will submit a claim for reimbursement to any

federal or state healthcare program for the costs of the services and products provided to you through the Service.

## **XXII**

**SUBSCRIPTION PRODUCTS AND SERVICES:** Products and services available for purchase through Testosterone Shots Service require that you purchase the product or service on an automatically renewing subscription basis. Amounts to be charged are dependent on the particular membership in which you enrolled. ([click here to view the subscription payment terms](#)).

For subscription-based products and services, your payment device will be automatically charged at regular intervals as described for that product or service until you cancel your subscription. Testosterone Shots Service may, but is not required to, perform outreach to you from time to time to request updates to your information and to facilitate ongoing subscriptions.

## **XXIII**

### **CANCELLATIONS AND REFUNDS:**

#### **A**

If for any reason, you decide to cancel your membership subscription within 30 days from your initial enrollment, you are eligible for a full refund of your first month's fee and you will lose access to your membership immediately. Initial enrollment is defined as the first time an individual signs up to receive Testosterone Shots Service. No other refunds, returns, or exchanges for products are accepted.

#### **B**

If you cancel your subscription after 30 days from your initial enrollment, you are not eligible for a refund, but you will retain access to the relevant Testosterone Shots Service for the remainder of your paid month.

#### **1**

If you cancel your subscription while having an active prescription on file, you are eligible to reactivate your membership by paying an amount equal to one month's fee of your previous plan.

#### **2**

The reactivation fee and the new subscription fee will be charged simultaneously.

You may cancel a subscription at any time by emailing [info@TestosteroneShots.com](mailto:info@TestosteroneShots.com) or by calling 909 787 2342. Cancellation will take effect at the end of the current subscription period. Your subscription will automatically renew for another subscription period unless you cancel at least thirty (30) days before the applicable renewal processing date of your subscription.

Testosterone Shots Service reserves the right to provide refunds outside of this Agreement on a case-by-case basis in our sole and absolute discretion. We may also offer you the ability to pause your subscription for a specified period of time.

All prices are subject to change without notice and are not guaranteed, except those for an order that have been accepted by Testosterone Shots Services are not subject to change after acceptance.

In order to simplify the user experience through the Service, you will only see and be required to pay a single “total” subscription price. However, if a subscription product you purchase requires a consultation with a Provider or includes a prescription product that you fill through one of the Pharmacies, then the total price you pay includes the amounts charged for use of Testosterone Shots Service as well as amounts charged by the Pharmacy for the prescription drug and the amount charged by the Medical Group for the services of the Provider. These amounts are collected on behalf of and paid to the Pharmacies and Medical Groups, respectively.

#### **XXIV**

**PRESCRIPTION PRODUCTS:** Certain products available through Testosterone Shots Service require a valid prescription by a licensed healthcare provider. You will not be able to obtain a prescription product unless you have completed a consultation with a medical Provider, the Provider has determined the prescription product is appropriate for you, and the Provider has written a prescription.

If a Provider determines a prescription product is appropriate for you and writes a prescription, the dispensing and mailing of your prescription will be coordinated by Testosterone Shots Service and an appropriate pharmacy. You have the option to have the prescription filled by a pharmacy of your choice, however, you will be responsible for picking up or otherwise obtaining the prescription product and paying the pharmacy directly for the cost of the prescription product, and the price of your medication may differ than if you purchase through Testosterone Shots Service.

Please use caution when receiving your prescription as not all prescriptions fulfilled by the Pharmacies use child-resistant packaging and your prescription product may not be dispensed in a child-resistant container.

Prescription products available through the Platform are “Third-Party Goods and Services” as described in the Third-Party Goods and Services section of this Agreement.

## **XXV**

**PRIVACY:** Testosterone Shots understands the importance of confidentiality and privacy regarding your personal information. Please see our Notice of Privacy Practices and our Privacy Policy for a description of how we may collect, use, and disclose your information in connection with Testosterone Shots Service.

## **XXVI**

**INTELLECTUAL PROPERTY:** Testosterone Shots Service is owned by Testosterone Shots, Inc. We grant to you, for your personal purposes only, a nonexclusive, limited, and revocable right to access and use Testosterone Shots Service during each paid subscription term in which you are enrolled, so long as you comply with the terms of this Agreement. You agree not to use Testosterone Shots Service for any other purpose, including commercial purposes, such as co-branding, framing, linking, or reselling any portion of the Testosterone Shots Service without our prior written consent.

All materials available through the Testosterone Shots Service may be accessed, downloaded, or printed for the noncommercial purpose and solely within the scope allowable by this Agreement. No other use of these materials may be made without express written permission of Testosterone Shots, Inc. Any unauthorized use of the words or images from Testosterone Shots Service may violate copyright laws, trademark laws, the laws of privacy and publicity, and civil and criminal statutes. Testosterone Shots Service include materials that are derived in whole or in part from materials that are copyrighted, including the format and layout of Testosterone Shots Service. The copyrights are owned by Testosterone Shots, Inc. or for licensed content, the content providers. None of the names, trademarks, service marks and logos of Testosterone Shots or third-parties appearing within Testosterone Shots Service may be used in any advertising, publicity, or otherwise to indicate Testosterone Shots’s such third-party’s sponsorship of or affiliation with any product or service without express written permission of Testosterone Shots, Inc. or such third-party. Nothing contained within Testosterone Shots Service should be construed as granting, by implication, estoppel, waiver or otherwise, any license or right of use to any trademark displayed on or through Testosterone Shots Service without the written permission of Testosterone Shots, Inc. or the third-party owner of the trademark, if any. Testosterone Shots Service may contain other proprietary notices and copyright information, the terms of which you must observe and follow.

As between Testosterone Shots and you, Testosterone Shots is the sole and exclusive owner of all right, title, and interest in Testosterone Shots Service and its content, features, and functionality (including, without limitation, all information, software, text, displays, images, video, audio, selection, arrangement and look and feel), and all intellectual property rights therein, and any suggestions, ideas or other feedback provided by you. Any copy, modification, revision, enhancement, adaptation, translation, or derivative work of Testosterone Shots Service shall be owned solely and exclusively by Testosterone Shots, Inc. or its licensors, including all intellectual property rights therein. No other right, title, or interest in or to the Platform is transferred to you, and all rights not expressly granted are reserved by us or our affiliates.

Certain names, logos, and other materials displayed in and throughout the Platform may constitute trademarks, trade names, services marks or logos (“Trademarks”) of Testosterone Shots, Inc. or its affiliates and subsidiaries. You are not authorized to use any such Trademarks without the express written permission of Testosterone Shots, Inc. or its affiliates. Ownership of all such Trademarks and the goodwill associated therewith remains with us or our affiliates.

## **XXVII**

**THIRD-PARTY LINKS AND WEBSITES:** Testosterone Shots Service may contain third-party owned content and may also include hypertext links to third-party owned websites (“Linked Sites”). We provide such third-party content and links as a convenience to our members. We have no control over any third-party owned websites or content referenced, accessed by, or available through Testosterone Shots Service and, therefore, we do not endorse, sponsor, recommend, or otherwise accept any responsibility for such third-party websites or content or for the availability of such websites. Any views expressed by third-parties Testosterone Shots Service are solely the views of such third-parties and Testosterone Shots or its affiliates assume no responsibility for the accuracy or veracity of any statement made by such third-party.

**IN PARTICULAR, WE DO NOT ACCEPT ANY LIABILITY ARISING OUT OF ANY ALLEGATION THAT ANY THIRD-PARTY OWNED CONTENT, WHETHER PUBLISHED IN TESTOSTERONE SHOTS SERVICE, OR ANY OTHER, WEBSITE, INFRINGES THE INTELLECTUAL PROPERTY RIGHTS OF ANY PERSON OR ANY LIABILITY ARISING OUT OF ANY INFORMATION OR OPINION CONTAINED ON SUCH THIRD-PARTY WEBSITE OR CONTENT.**

Your use of these Linked Sites is at your own risk, and we are not liable to you in any way, either directly or indirectly, for any content, errors, damage, or loss caused by or in connection with use of or reliance on information contained in or provided to Linked Sites.

You understand and agree that Testosterone Shots is not responsible for the information, products, or services described on those Linked Sites and only these Terms will apply to your use of or access to Testosterone Shots Service.

## **XXVIII**

DISCLAIMER OF WARRANTIES: THE SERVICE IS PROVIDED ON AN “AS IS” OR “AS AVAILABLE” BASIS, WITHOUT WARRANTY OF ANY KIND, EXPRESS OR IMPLIED. ANY ACCESS TO OR USE OF THE SERVICE IS VOLUNTARY AND AT THE SOLE RISK OF THE USER. TESTOSTERONE SHOTS SERVICE AND EACH THIRD-PARTY OFFERING PRODUCTS OR SERVICES THROUGH THE SERVICE, INCLUDING THE MEDICAL GROUPS, THE PROVIDERS, THE LABS, AND THE PHARMACIES, TO THE FULLEST EXTENT PERMITTED BY LAW, DISCLAIMS ALL WARRANTIES AND CONDITIONS OF ANY KIND, EITHER EXPRESS OR IMPLIED, STATUTORY OR OTHERWISE, INCLUDING, WITHOUT LIMITATION, THE IMPLIED WARRANTIES OF MERCHANTABILITY, NON-INFRINGEMENT OF THIRD-PARTIES’ RIGHTS, SATISFACTORY QUALITY AND FITNESS FOR PARTICULAR PURPOSE WITH REGARD TO THE SERVICE, AND WITH RESPECT TO ANY INFORMATION, CONTENT, PRODUCT, SERVICE, MERCHANDISE OR OTHER MATERIAL PROVIDED ON OR THROUGH THE SERVICE OR THE PLATFORM. TESTOSTERONE SHOTS SERVICE DOES NOT WARRANT OR GUARANTEE THE ACCURACY, COMPLETENESS, RELIABILITY, TIMELINESS OR USEFULNESS OF THE SERVICE. TESTOSTERONE SHOTS SERVICE DOES NOT WARRANT THAT THE SERVICE WILL FUNCTION WITHOUT DELAYS, DISRUPTIONS, INTERFERENCES, IMPERFECTIONS, CORRUPTION, CYBER ATTACK, VIRUSES, MALWARE, OR ANY ADVERSE INCIDENT.

## **XXIX**

LIMITATION OF LIABILITY: TO THE FULLEST EXTENT PERMITTED BY APPLICABLE LAW, IN NO EVENT SHALL TESTOSTERONE SHOTS SERVICE BE LIABLE TO YOU FOR ANY INCIDENTAL, INDIRECT, SPECIAL, EXEMPLARY AND CONSEQUENTIAL DAMAGES, PERSONAL OR BODILY INJURY, EMOTIONAL DISTRESS, OR WRONGFUL DEATH, LOSS OF DATA, LOST PROFITS, OR DAMAGES RESULTING FROM THE USE OF OR INABILITY TO USE THE SERVICE, ANY CLAIMS ARISING IN CONNECTION WITH YOUR USE OF THE SERVICE OR CONTENT MUST BE BROUGHT WITHIN ONE (1) YEAR OF THE DATE OF THE EVENT GIVING RISE TO SUCH ACTION OCCURRED. SOME JURISDICTIONS DO NOT ALLOW THE EXCLUSION OF CERTAIN WARRANTIES OR THE LIMITATION OR EXCLUSION OF LIABILITY FOR INCIDENTAL OR CONSEQUENTIAL DAMAGES. TO THE EXTENT THAT WE MAY NOT DISCLAIM ANY IMPLIED WARRANTY OR LIMIT ITS LIABILITIES, THE SCOPE AND DURATION OF SUCH WARRANTY AND THE EXTENT OF OUR LIABILITY WILL BE THE MINIMUM PERMITTED UNDER APPLICABLE LAW. NONE OF TESTOSTERONE SHOTS, INC., ITS AFFILIATES, ITS CLIENTS, ITS SUPPLIERS, OR ANYONE ELSE INVOLVED IN CREATING,

PRODUCING OR DELIVERING TESTOSTERONE SHOTS SERVICE OR THE INFORMATION, SERVICES, AND MATERIALS CONTAINED THEREIN ASSUMES ANY LIABILITY OR RESPONSIBILITY FOR THE ACCURACY, COMPLETENESS OR USEFULNESS OF ANY INFORMATION, SERVICES AND MATERIALS PROVIDED; THEY ALSO SHALL NOT BE LIABLE TO YOU OR ANY OTHER PERSON OR ENTITY FOR ANY DIRECT, INDIRECT, INCIDENTAL, SPECIAL, EXEMPLARY, CONSEQUENTIAL, OR PUNITIVE DAMAGES ARISING OUT OF YOUR USE OF, OR INABILITY TO USE, TESTOSTERONE SHOTS SERVICE, OR YOUR INABILITY TO USE TESTOSTERONE SHOTS SERVICE FOR ANY REASON, INCLUDING ANY INFORMATION AND CONTENT MADE AVAILABLE THROUGH THE SERVICE OR ANY SERVICES PERFORMED OR PRODUCTS OFFERED BY THIRD-PARTIES, WHETHER BASED ON WARRANTY, CONTRACT, TORT (INCLUDING NEGLIGENCE), OR ANY OTHER LEGAL THEORY, AND WHETHER OR NOT TESTOSTERONE SHOTS, INC. HAS BEEN ADVISED OF THE POSSIBILITY OF SUCH DAMAGES. TESTOSTERONE SHOTS, INC. SHALL BE LIABLE ONLY TO THE EXTENT OF ACTUAL DAMAGES INCURRED BY YOU, NOT TO EXCEED U.S. \$1,000.

YOU ACKNOWLEDGE AND AGREE THAT THE LIMITATIONS SET FORTH ABOVE ARE FUNDAMENTAL ELEMENTS OF THIS AGREEMENT AND TESTOSTERONE SHOTS SERVICE WOULD NOT BE PROVIDED TO YOU ABSENT SUCH LIMITATIONS. PLEASE NOTE THAT SOME JURISDICTIONS MAY NOT ALLOW THE EXCLUSION OF IMPLIED WARRANTIES, AND THEREFORE SOME OF THE ABOVE EXCLUSIONS MAY NOT APPLY TO YOU.

### **XXX**

NOTICE: Any notices to you from Testosterone Shots regarding the Service or this Agreement may be made by email, a posted notice on the Service, or regular mail, in the sole discretion of Testosterone Shots.

### **XXXI**

INDEMNIFICATION: You agree to defend, indemnify, and hold harmless Testosterone Shots, Inc., its clients, its suppliers, any Third-Parties offering products or services through the Service, including the Medical Groups, Providers, Labs and Pharmacies, and their respective affiliates, employees, officers, directors, agents, servants, shareholders, and representatives of each from and against any and all suits, actions, claims, proceedings, damages, settlements, judgments, injuries, liabilities, obligations, losses, risks, costs, and expenses (including, without limitation, attorneys' fees and litigation expenses) relating to or arising from your use of the Service, your fraud, violation of law, or willful misconduct, any breach by you of this Agreement or your violation of any rights of any other person or entity. We reserve the right to control the defense of any claim by a third-party for which we



are entitled to indemnification, and you agree to provide us with such cooperation as is reasonably requested by us.

#### **XXXII**

**MODIFICATIONS TO THE SITES:** Testosterone Shots reserves the right at any time and for any reason to place limits upon, modify, suspend or terminate Testosterone Shots Service, or any portion thereof, with or without notice. This suspension or termination may delete your information, files, and other previously available content. If Testosterone Shots terminates Testosterone Shots Services or your use of Testosterone Shots Service, the following provisions survive the expiration or termination of these Terms for any reason whatsoever: Disclaimer of Warranties; Limitation of Liability; Indemnification; Governing Law, Dispute Resolution, Arbitration; and Class Action Waiver.

You agree that Testosterone Shots shall not be liable to you or to any third-party for any modification, suspension, or discontinuance of the Sites or Testosterone Shots Services generally.

#### **XXXIII**

**SUSPENSION AND TERMINATION OF RIGHTS:** The Terms will remain in full force and effect as long as you continue to access or use Testosterone Shots Service. You may terminate these Terms at any time by discontinuing use of the Testosterone Shots Service and the Sites. Your permission to use the Testosterone Shots Service and the Sites automatically terminates if you violate these Terms. We may terminate or suspend any of the rights granted by these Terms and your access to the Sites with or without prior notice, at any time, and for any reason. The following provisions survive the expiration or termination of these Terms for any reason whatsoever: Disclaimer of Warranties; Limitation of Liability; Indemnification; Governing Law, Dispute Resolution, Arbitration; and Class Action Waiver.

Subject to applicable law, Testosterone Shots reserves the right to maintain, delete, or destroy all communications and materials posted or uploaded to the Sites pursuant to its internal record retention or content destruction policies. After any termination, Testosterone Shots will have no further obligation to provide the Services, except to the extent we are obligated to provide you access to your health records or required to provide you with continuing care under our applicable legal, ethical, and professional obligations to you.

#### **XXXIV**

**GOVERNING LAW, DISPUTE RESOLUTION, ARBITRATION:** This Agreement and the resolution of any and all disputes related to this Agreement shall be construed in

accordance with the laws of the State of Delaware. Any dispute between Testosterone Shots and you related to this Agreement shall be resolved exclusively by the state and federal courts of the State of Delaware.

Testosterone Shots Services can be accessed from the United States. Because the laws of each state may differ, you agree that the statutes and laws of the State of Nevada, without regard to any principles of conflicts of law, will apply to any and all matters relating to the use of Testosterone Shots Service.

Those who choose to access the Service from locations outside of the United States do so on their own initiative and are responsible for compliance with local laws, if and to the extent applicable. Access to the Service from jurisdictions where the contents of the Service are illegal or penalized is prohibited.

YOU AND WE EXPRESSLY AGREE THAT ANY LEGAL CLAIM, DISPUTE OR OTHER CONTROVERSY BETWEEN YOU AND US OR ANY OF THE TESTOSTERONE SHOTS PARTIES, ANY MEDICAL GROUPS, PROVIDERS, LABS, OR PHARMACIES ARISING OUT OF OR OTHERWISE RELATING IN ANY WAY TO THE Testosterone Shots PARTIES, THE SITES, THE CONTENT, THE SERVICE, OR ANY OTHER GOODS, SERVICES OR ADVERTISING BY TESTOSTERONE SHOTS OR ANY OF THE TESTOSTERONE SHOTS PARTIES, LABS, PHARMACIES, MEDICAL GROUPS, OR PROVIDERS, INCLUDING CONTROVERSIES RELATING TO THE APPLICABILITY, ENFORCEABILITY OR VALIDITY OF ANY PROVISION OF THIS AGREEMENT (COLLECTIVELY, "DISPUTES") THAT IS NOT RESOLVED BY AN INFORMAL DISPUTE RESOLUTION CONFERENCE (AS DEFINED AND DESCRIBED BELOW), SHALL BE RESOLVED IN CONFIDENTIAL BINDING ARBITRATION CONDUCTED BEFORE ONE COMMERCIAL ARBITRATOR FROM THE AMERICAN ARBITRATION ASSOCIATION ("AAA"), RATHER THAN IN A COURT, AS DESCRIBED HEREIN. THE ARBITRATION WILL BE GOVERNED BY THE AAA'S CONSUMER ARBITRATION RULES AND, IF THE ARBITRATOR DEEMS THEM APPLICABLE, THE SUPPLEMENTARY PROCEDURES FOR CONSUMER RELATED DISPUTES (COLLECTIVELY, "RULES AND PROCEDURES"). YOU ACKNOWLEDGE THAT YOU ARE VOLUNTARILY AND KNOWINGLY FORFEITING YOUR RIGHT TO A TRIAL BY JURY AND TO OTHERWISE PROCEED IN A LAWSUIT IN STATE OR FEDERAL COURT, EXCEPT AS EXPRESSLY PROVIDED HEREIN. FOR PURPOSES OF THIS ARBITRATION AGREEMENT, "DISPUTE" WILL ALSO INCLUDE DISPUTES THAT AROSE OR INVOLVE FACTS OCCURRING BEFORE THE EXISTENCE OF THIS OR ANY PRIOR VERSIONS OF THE TERMS AND CONDITIONS AS WELL AS CLAIMS THAT MAY ARISE AFTER THE TERMINATION OF THESE TERMS AND CONDITIONS.

In the event a Dispute arises, we are committed to working with you to reach a reasonable resolution. You and we agree that good faith informal efforts to resolve Disputes can result

in a prompt, low-cost and mutually beneficial outcome. You and we therefore agree that before either party commences arbitration against the other (or initiates an action in small claims court if a party so elects), we will personally meet and confer telephonically or via videoconference, in a good faith effort to resolve informally any Dispute covered by this Arbitration Agreement (“Informal Dispute Resolution Conference”). If you are represented by counsel, your counsel may participate in the conference, but you shall also participate in the conference.

The party initiating a Dispute must give notice to the other party in writing of its intent to initiate an Informal Dispute Resolution Conference (“Notice”), which shall occur within forty-five (45) days after the other party receives such Notice, unless an extension is mutually agreed upon by the parties. Notice to us that you intend to initiate an Informal Dispute Resolution Conference should be sent by email to [info@TestosteroneShots.com](mailto:info@TestosteroneShots.com) or regular mail to our offices located at 638 1/2 N Robertson Blvd, West Hollywood, CA 90069.

The Notice must include: (1) your name, telephone number, mailing address, email address associated with your account; (2) the name, telephone number, mailing address and email address of your counsel, if any; and (3) a description of your Dispute. We will provide notice to your address on file. The Informal Dispute Resolution Conference shall be individualized such that a separate conference must be held each time either party initiates a Dispute, even if the same law firm or group of law firms represents multiple users in similar cases, unless all parties agree; multiple individuals initiating a Dispute cannot participate in the same Informal Dispute Resolution Conference unless all parties agree.

If you and we are unable to resolve a Dispute within thirty (30) days after the applicable Informal Dispute Resolution Conference, either party may commence arbitration.

Arbitration is more informal than a lawsuit in court. Arbitration uses a neutral arbitrator instead of a judge or jury, and court review of an arbitration award is very limited. An arbitrator can award the same damages and relief on an individual basis that a court can award to an individual.

Payment of arbitration costs will be governed by the AAA’s fee schedule. Each party agrees to pay its own attorneys’ fees and expenses unless there is a governing statutory provision that requires the prevailing party to be paid attorneys’ fees and expenses.

The arbitration shall be conducted in Las Vegas Nevada. The arbitrator’s award shall be final and binding on all parties and may be entered as a judgment in any court of competent jurisdiction. These Terms evidence a transaction involving interstate commerce; and notwithstanding any other provision herein with respect to the applicable substantive law, the Federal Arbitration Act, 9 U.S.C. § 1 et seq., will govern the

interpretation and enforcement of this Arbitration Agreement and any arbitration proceedings. For more information on AAA, its Rules and Procedures, and how to file an arbitration claim, you may call AAA at 800-778-7879 or visit the AAA website at <https://www.adr.org>.

Notwithstanding anything to the contrary herein, to the extent the Dispute arises from: (a) a violation of either party's intellectual property rights in any manner; or (b) any claim related to, or arising from, allegations of theft, piracy, unauthorized use or a violation of the Computer Fraud and Abuse Act; then you and the applicable Testosterone Shots Party agree that a party may seek injunctive remedies (or an equivalent type of urgent legal relief) in a state or federal court in Las Vegas, Nevada, and both parties agree to submit to the personal jurisdiction of such courts in connection with such proceedings. In addition to the foregoing, either you or we may assert an individual action in small claims court for Disputes that are within the scope of such court's jurisdiction in lieu of arbitration as long as such action remains in such court and advances only on an individual (non-class, non-representative) basis.

YOU AND WE HEREBY WAIVE ANY CONSTITUTIONAL AND STATUTORY RIGHTS TO SUE IN COURT AND HAVE A TRIAL IN FRONT OF A JUDGE OR A JURY. You and we are instead electing that all Disputes shall be resolved by arbitration under this Arbitration Agreement, except as specified otherwise herein. There is no judge or jury in arbitration, and court review of an arbitration award is subject to very limited review. YOU AND WE AGREE THAT, EXCEPT AS SPECIFIED HEREIN, ALL DISPUTES SUBJECT TO ARBITRATION UNDER THIS AGREEMENT MUST BE ARBITRATED ON AN INDIVIDUAL BASIS AND NOT ON A CLASS, COLLECTIVE OR REPRESENTATIVE BASIS. NO PARTY MAY BRING ANY CLAIM SUBJECT TO ARBITRATION PURSUANT TO THIS AGREEMENT AS A PRIVATE ATTORNEY GENERAL, IN A REPRESENTATIVE CAPACITY, OR AS A PLAINTIFF OR CLASS MEMBER IN ANY PURPORTED CLASS PROCEEDING. THE CLAIMS OF MORE THAN ONE CUSTOMER OR USER CANNOT BE JOINED OR CONSOLIDATED WITH THOSE OF ANY OTHER CUSTOMER OR USER. NO ARBITRATION SHALL BE CONSOLIDATED OR JOINED WITH ANY OTHER ARBITRATION EXCEPT AS SPECIFIED HEREIN. THE ARBITRATOR MAY AWARD RELIEF (INCLUDING MONETARY, INJUNCTIVE, AND DECLARATORY RELIEF) ONLY IN FAVOR OF THE INDIVIDUAL PARTY SEEKING RELIEF AND ONLY TO THE EXTENT NECESSARY TO PROVIDE RELIEF NECESSITATED BY THAT PARTY'S INDIVIDUAL CLAIM(S). If a court decides by means of a final decision, not subject to any further appeal or recourse, that applicable law precludes enforcement of any of this paragraph's limitations as to a particular claim or request for relief, then such claim or request for relief (and only that claim or request for relief) shall be severed from the arbitration and may be brought exclusively in the state or federal courts located in Las Vegas, Nevada, subject to the parties' respective rights to appeal the

decision. All other claims or requests for relief shall be arbitrated. The parties agree that any claims or requests for relief that are severed from an arbitration may not proceed in litigation and shall be stayed until all claims between the parties remaining in arbitration are finally resolved. The parties agree to submit to the personal jurisdiction of the federal and state courts located in Las Vegas, Nevada for purposes of resolving any claims or requests for relief severed from arbitration pursuant to this paragraph. This subsection does not prevent you or us from participating in a class-wide settlement of claims.

To increase the efficiency of administration and resolution of arbitrations, you and we agree that in the event that there are one hundred (100) or more individual arbitrations of a substantially similar nature filed against us by or with the assistance of the same law firm, group of law firms, or organizations, within a thirty (30) day period (or as soon as possible thereafter), the AAA shall (1) administer the arbitration demands in batches of one hundred (100) arbitrations per batch (plus, to the extent there are less than one hundred (100) arbitrations left over after the batching described above, a final batch consisting of the remaining arbitrations); (2) appoint one arbitrator for each batch; and (3) provide for the resolution of each batch as a single consolidated arbitration with one set of filing and administrative fees due per side per batch, one procedural calendar, one hearing (if any) in a place to be determined by the arbitrator, and one final award ("Batch Arbitration"). All parties agree that arbitrations are of a "substantially similar nature" if they arise out of or relate to the same event, act, omission, practice or factual scenario and raise the same or similar legal issues and seek the same or similar relief. To the extent the parties disagree on the application of the Batch Arbitration process, the disagreeing party shall advise the AAA, and the AAA shall appoint a sole standing arbitrator to determine the applicability of the Batch Arbitration process ("Administrative Arbitrator"). In an effort to expedite resolution of any such dispute by the Administrative Arbitrator, the parties agree the Administrative Arbitrator may set forth such procedures as are necessary to resolve any disputes promptly. The Administrative Arbitrator's fees shall be paid by Testosterone Shots.com PC.

You and we agree to cooperate in good faith with the AAA to implement the Batch Arbitration process including the payment of single filing and administrative fees for batches of arbitrations, as well as any steps to minimize the time and costs of arbitration, which may include: (1) the appointment of a discovery special master to assist the arbitrator in the resolution of discovery disputes; and (2) the adoption of an expedited calendar of the arbitration proceedings. This Batch Arbitration provision shall in no way be interpreted as authorizing a class, collective and/or mass arbitration or action of any kind, or arbitration involving joint or consolidated claims under any circumstances, except as expressly set forth in this provision.

You can opt out of the provisions of this Arbitration agreement that require the arbitration of Disputes within thirty (30) days of the date that you first agree to any version of this Agreement that requires arbitration of disputes with Testosterone Shots or any of the Testosterone Shots Parties, Medical Groups, Labs, or Pharmacies. To opt-out, you must send your name, residence address, and email address together with a clear statement that you want to opt-out of the requirement to arbitrate disputes with the applicable party to: Testosterone Shots, Inc., 638 ½ N Robertson Blvd, West Hollywood, Ca 90069, ATTN: Arbitration Opt-Out. Opting out of this Arbitration Agreement has no effect on any other arbitration agreements that you may currently have, or may enter in the future, with us or any other Testosterone Shots Parties.

Before you commence arbitration of a Dispute, you must provide us with a written Notice of Dispute that includes your name, residence address, username (if applicable) and email address associated with your User account (if applicable), a detailed description of the Dispute, and the relief you seek. Before we commence arbitration of a Dispute against you, we will provide a written Notice of Dispute to you with a detailed description of the Dispute and the relief we seek. Any Notice of Dispute you send to us should be mailed to Testosterone Shots, Inc., 1980 Festival Plaza Drive #300, Las Vegas, Nevada, ATTN: Dispute Notice. Notwithstanding anything to the contrary in this Agreement, if we make any future material modification to any provisions of this Agreement that govern the arbitration or resolution of Disputes, such changes will not apply to any Dispute between you and us for which either party had previously provided a written Notice of Dispute to the other in accordance with this paragraph. Further, if we make any future material changes to the provisions of this Agreement that govern the arbitration or resolution of Disputes, you may reject such changes by sending a written notice of your rejection decision to us at TestosteroneShots.com PC, 638 ½ N Robertson Blvd, West Hollywood, Ca 90069, ATTN: Arbitration Opt-Out within 30 days of the effective date of such modifications.

Changes to this Arbitration Agreement do not provide you with a new opportunity to opt-out of the Arbitration Agreement if you have previously agreed to a version of these Terms of Service and did not validly opt-out of arbitration. If you reject any change or update to this Arbitration Agreement, and you were bound by an existing agreement to arbitrate Disputes, the provisions of this Arbitration Agreement as of the date you first accepted these Terms of Service (or accepted any subsequent changes to these Terms of Service) remain in full force and effect. We will continue to honor any valid opt outs of the Arbitration Agreement that you made to a prior version of these Terms.

Except as provided above, if any part or parts of this Arbitration Agreement are found under the law to be invalid or unenforceable, then such specific part or parts shall be of no force

and effect and shall be severed and the remainder of the Arbitration Agreement shall continue in full force and effect.

This Mandatory Arbitration will survive the termination of your relationship with us.

## **XXXV**

**COPYRIGHT INFRINGEMENT:** Testosterone Shots, Inc. reserves the right to remove any content or any other material or information available on the Sites at any time, for any reason. Testosterone Shots otherwise complies with the provisions of the Digital Millennium Copyright Act (“DMCA”) applicable to Internet service providers (17 U.S.C. § 512, as amended), and responds to clear notices of alleged copyright infringement. This Section XXXIX describes the procedure that should be followed to file a notification of alleged copyright infringement with Testosterone Shots.

### **A**

**Notification of Claimed Copyright Infringement.** If you have objections to copyrighted content or material made available on or through our Platform, you may submit a notification to our Designated Agent at the following address: [info@TestosteroneShots.com](mailto:info@TestosteroneShots.com).

### **B**

Any notification to Testosterone Shots under 17 U.S.C. § 512(c) alleging copyright infringement must include the following information:

#### **1**

An electronic or physical signature of the person authorized to act on behalf of the owner of the exclusive right being infringed;

#### **2**

An identification of the copyrighted work or other intellectual property that you claim has been infringed or, if multiple copyrighted works are covered by a single notification, a representative list of such works;

#### **3**

An identification of the content or material that you claim is infringing and where it is located on the Sites;

#### **4**

Information sufficient for Testosterone Shots to contact you, such as your address, telephone number, and/or email address;

**5**

A statement by you that you have a good-faith belief that the use of the content or material of which you are complaining is not authorized by the copyright owner, its agent, or the law; and

**6**

A signed statement by you that the above information in your notice is accurate and that, under penalty of perjury, you are the copyright owner or authorized to act on the copyright owner's behalf.

**XXXVI**

**SEVERABILITY OF PROVISION:** All parts of this Agreement apply to the maximum extent permitted by law. Our failure to enforce any provision of this Agreement will not constitute a waiver of such right. You and we agree that if enforcement of any part of this Agreement as written is not possible, then that part will be replaced with terms that most closely match the intent of the unenforceable part to the extent permitted by law. Except as otherwise provided in this Agreement, the invalidity of part of this Agreement will not affect the validity and enforceability of the remaining provisions. The section headings are for convenience and do not have any force or effect.

**XXXVII**

**THIRD-PARTY BENEFICIARIES:** Any use of third-party software provided in connection with Testosterone Shots Service, or any Third-Party Goods and Services accessed or used in connection with the Service, will be governed by the applicable third-party's license or terms of use, and if there is no such license or terms of use, by this Agreement.

In addition to this Agreement, your use of Testosterone Shots Service must comply with all applicable third-party terms of agreement, if any. Except for the foregoing or as otherwise specifically set forth in this Agreement, including with respect to the indemnification obligations contained herein in favor of Testosterone Shots, the Medical Groups, the Pharmacies, the Labs, and the Providers and the agreement to arbitration, we hereby expressly agree that there is no intent by either party to create or establish third-party beneficiary status rights or their equivalent in any other referenced individual, subcontractor or third-party, and, except as specifically set forth in this Agreement, that no third-party shall have any right to enforce any right or enjoy any benefit that is created or established under this Agreement.



### **XXXVIII**

**NO AGENCY:** Neither this Agreement, nor any Content, materials or features of Testosterone Shots Service create any partnership, joint venture, employment, or other agency relationship between you and Testosterone Shots, the Medical Groups, the Providers, the Labs or the Pharmacies. You may not enter into any contract on our behalf or bind us in any way.

### **XXXIX**

**ASSIGNMENT:** You may not assign any of your rights under this Agreement, and any such attempt will be null and void. Testosterone Shots may, in its sole discretion, assign or transfer, without further consent or notification, this Agreement or any or all of the contractual rights and obligations pursuant to this Agreement, in whole or in part, to any affiliate of Testosterone Shots, or to a third-party in the event that some or all of the business of Testosterone Shots, is transferred to such other third-party by way of merger, sale of its assets, or otherwise.

### **XL**

**CONTACT INFORMATION:** If you have any questions or concerns about this Agreement, please contact us by email at [info@TestosteroneShots.com](mailto:info@TestosteroneShots.com).