

## Terms of Use

Last Updated: October, 2025

IF YOU BELIEVE YOU ARE HAVING A MEDICAL EMERGENCY, IMMEDIATELY CALL YOUR LOCAL MEDICAL PROVIDER OR DIAL 9-1-1. TELEHEALTH IS CONTEMPLATED ONLY FOR SPECIFIC, NON-EMERGENCY MEDICAL CONDITIONS AND CONCERNS.

We understand the importance of confidentiality and privacy regarding your information. Please refer to our Privacy Policy for information regarding how we collect, use, and disclose information about you.

## Introduction

Whole Men's Health Health, Inc. owns and operates openloophealth.com (the "Site"). Your use of the Site, any part thereof, or anything associated therewith, including the services, features, content, and applications, together with the Site, are the Whole Men's Health Health, Inc. Services ("Services") offered by Whole Men's Health Health, Inc. ("Whole Men's Health") and its affiliated Medical Groups and Providers (as defined below). Any products or services provided through the Site or any affiliated website, software, or application owned or operated by or in collaboration with Whole Men's Health are governed by these Terms of Use ("Terms" or "Terms of Use"). By accessing or using any of the Services, you agree to be bound by these Terms.

## Agreement to Terms

These Terms of Use constitute a legally binding agreement made between you ("you"), and Whole Men's Health. These Terms of Use and the other terms and policies referred to herein govern your access to and use of the Site and Services. Even though you may have arrived at the Site or Services through a website or mobile application operated or controlled by a third party, you understand and agree that these Terms of Use are entered into between you and Whole Men's Health. You agree that by accessing the Site or Services, you have read, understood, and agreed to be bound by all of these Terms of Use.

IF YOU DO NOT AGREE WITH ALL OF THESE TERMS OF USE AND THE OTHER TERMS AND POLICIES REFERRED TO HEREIN, THEN YOU ARE EXPRESSLY PROHIBITED FROM USING THE SITE AND SERVICES AND YOU MUST DISCONTINUE USE IMMEDIATELY. ANY ADDITIONAL, DIFFERENT OR CONFLICTING TERMS AND CONDITIONS ON ANY DOCUMENT, NOTICE OR COMMUNICATION ISSUED BY YOU TO WHOLE MEN'S HEALTH AT ANY TIME ARE HEREBY OBJECTED TO AND REJECTED BY WHOLE MEN'S HEALTH, SHALL BE WHOLLY INAPPLICABLE TO YOUR ACCESS TO AND USE OF THE SITE, AND SHALL NOT BE BINDING IN ANY WAY ON WHOLE MEN'S HEALTH.

Supplemental terms and conditions or documents that may be posted on the Site from time to time are hereby expressly incorporated herein by reference. We reserve the right, in our sole discretion, to make changes or modifications to these Terms of Use and to the other terms and policies referred to herein (including, without limitation, the Privacy Policy) (the "Additional Terms") at any time and for any reason. We will alert you about any changes by updating the "Last Updated" date of these Terms of Use or the "Last Updated" date of such Additional Terms, as the case may be, and, except to the extent prohibited by mandatory applicable law, you waive any right to receive specific notice of each such change. It is your responsibility periodically to review these Terms of Use and the Additional Terms to stay informed of updates. You will be subject to, and will be deemed to have been made aware of and to have accepted, the changes in any revised Terms of Use and in any revised Additional Terms by your continued use of the Site or Services after the date such revised Terms of Use or revised Additional Terms, as the case may be, are posted. If you disagree with these Terms of Use or any Additional Terms, your sole and exclusive remedy is to discontinue your use of the Site or Services.

## Requirements for Use

You must have compatible computing and/or mobile devices, access to the internet, and certain necessary software to use the Site. Fees and data charges may apply to your use of the Site and the Internet.

## Your Relationship with Whole Men's Health

Whole Men's Health does not provide any medical services, including via the Site. The Services may include access to one or more professional medical organizations, such as Whole Men's Health Healthcare Partners, PC ("Medical Groups" or "Groups") who provide healthcare services (the "Healthcare Services") through the Site. These Groups employ or contract with licensed medical providers and other clinicians ("Providers") who offer certain Healthcare Services via the Site. All Providers who deliver Healthcare Services through the Site are (1) independent practitioners contracted or employed with affiliated Medical Groups that coordinate with Whole Men's Health, and (2) solely responsible for the Healthcare Services you receive.

Accessing the Site does not create any patient-provider relationship. The Site is structured for use specific to certain Healthcare Services and are not, and should not, be considered, or used, as comprehensive medical advice, care, diagnosis, or treatment. In some cases, the Services 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 otherwise cannot be appropriately addressed through use of the Services. In such a case, you may be notified that you will be unable to use the Services for the particular issue for which you requested assistance, along with additional information regarding next steps. **WHOLE MEN'S HEALTH IS NOT RESPONSIBLE OR LIABLE FOR ANY ADVICE, COURSE OF TREATMENT, DIAGNOSIS OR ANY OTHER INFORMATION, SERVICES OR PRODUCTS THAT YOU MAY OBTAIN THROUGH THE PROVIDERS OR MEDICAL GROUPS.**

To the extent the Services you seek require care by a licensed provider, all Healthcare Service consultations are provided by a Provider licensed in the state where you, the patient, are located, and are delivered via a secure platform that complies with the privacy and security standards established by the Health Insurance Portability and Accountability Act ("HIPAA"). Providers who provide Healthcare Services may provide diagnoses and prescribe medication, if clinically appropriate. Similarly, Providers may issue prescriptions both for controlled and non-controlled substances regulated by the federal Drug Enforcement Agency ("DEA"), encompassing both commercially available and compounded medications.

### **Independent Medical Judgment**

Whole Men's Health is not licensed to practice medicine and does not provide any healthcare service. Whole Men's Health does not control or interfere with the provision of Healthcare Services provided by any Provider, which include medically trained clinicians and their affiliated Medical Groups, each of whom is independent from Whole Men's Health and solely responsible for the healthcare service you receive. You understand and agree that Whole Men's Health is not responsible for any Healthcare Service provided by a Provider or their Medical Group, including any personal injury or property damage. You further understand and agree that after reviewing your information, the Provider in their independent professional judgment, will determine whether to prescribe medication, other treatments, or, alternatively, recommend that you consult with alternative clinical resources.

### **Pharmacy Services**

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

### **Partner Pharmacies**

RedRock Pharmacy

<https://www.redrockhomepharmacy.com/>

1240 E 100 S #220, St. George, UT 84790

801-433-9500

Health Warehouse

<https://www.healthwarehouse.com>

7107 Industrial Rd. Florence, KY 41042

800-748-7001

Precision Compounding Pharmacy

<https://mycphealth.com/>

2657 Merrick Road Bellmore, NY 11710

516-833-6262

Triad Rx

<https://www.triadrx.us>

26258 Pollard Road, Daphne, AL 36526

251-380-7630

### **Electronic Communications**

By accepting the Terms of Use, you agree and consent to Whole Men's Health sending you disclosures, notices, messages, reports, and other communications electronically. It is your responsibility to monitor these communications. You agree that any notices, agreements, disclosures, or other communications that Whole Men's Health sends to you electronically will satisfy any legal communication requirements, including, but not limited to, that such communications be in writing. You should maintain copies of electronic communications from us by printing a paper copy or saving an electronic copy. You acknowledge and agree that you will not hold Whole Men's Health or any Whole Men's Health affiliate liable for any loss, injury, or claim of any kind resulting from your failure to read these communications or for your failure to comply with any treatment recommendations contained in these communications.

### **Access Rights and Prohibited Use**

The Site is hosted in the United States. The information provided on the Site is not intended for distribution to or use by any person or entity in any jurisdiction or country where such distribution or use would be contrary to law or regulation or which would subject us to any registration requirement within such jurisdiction or country. Accordingly, those persons who choose to access the Site from other locations do so on their own initiative and are solely responsible for compliance with local laws, if and to the extent local laws are applicable.

The Site is intended for users who are at least 18 years old or are able to independently consent to the requested Healthcare Services in their jurisdiction. Persons under the age of 18 or who are otherwise not able to independently consent to the requested Healthcare Services in their jurisdiction are not permitted to use or register for the Site or Services.

### **Your Protected Health Information Or "PHI"**

You understand and agree that the Site is intended to facilitate the Healthcare Services by assisting with or providing (a) the development and gathering of healthcare records and information with retention of the same for use in professional encounters and communications with Providers; (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 Providers performing Healthcare Services; and (d) telecommunications and technology support for using the Site as a means of direct access to Providers provided by Medical Groups for communication, consultations, assessments, and treatment by such Providers.

Although Whole Men's Health is not a "Covered Entity" under HIPAA, you understand that Whole Men's Health gathers unique information from you to enable a Provider to provide Healthcare Services 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 medical information that may be protected under applicable laws.

As such, you give your consent to Whole Men's Health to send and disclose to the Medical Groups and their Providers Your Information so that you may receive Healthcare 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 Whole Men's Health may in some cases be a "business associate" of a lab, pharmacy or Medical Group. 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 Whole Men's Health, the Medical Groups, the Providers, the labs, or the pharmacies. To the extent Whole Men's Health is deemed a "business associate" and solely in its role as a business associate, Whole Men's Health 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 Whole Men's Health, 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 be subject only to our Privacy Policy and any applicable state laws that govern the privacy and security of such information.

### **Prohibited Activities**

Whole Men's Health reserves the right to investigate, suspend and/or terminate your account if you misuse the Site or behave in a way that Whole Men's Health regards as inappropriate or unlawful. The following is a partial list of the type of actions that you may not engage in with respect to the Site. You shall not:

impersonate any person or entity;

sell any tobacco products;

use the Site in an illegal manner or to commit an illegal act;

access the Site in a jurisdiction in which it is illegal or unauthorized;

ask users to or use the Site to conceal the identity, source, or destination of any illegally gained money or products;

use any robot, spider, site search/retrieval application, or other manual or automatic device or process to retrieve, index, "data mine", or in any way reproduce or circumvent the navigational structure or presentation of the Site or its contents;

collect usernames and/or email addresses of users by electronic or other means for the purpose of sending unsolicited email or unauthorized framing of or linking to the Site;

interfere with or disrupt the Site or the servers or networks connected to the Site;

email or otherwise transmit any material that contains software viruses or any other computer code, files or programs designed to interrupt, destroy or limit the functionality of any computer software or hardware or telecommunications equipment;

forge headers or otherwise manipulate identifiers in order to disguise the origin of any information transmitted to or through the Site (either directly or indirectly through use of third party software).

### **User Representations.**

By using the Site, you represent, warrant and covenant that: (1) all registration or account information you submit will be true, accurate, current, and complete; (2) you will maintain the accuracy of such information and promptly update such registration information as necessary; (3) you have the legal capacity and you agree to comply with these Terms of Use and the Additional Terms; (4) you are at least 18 years old or otherwise able to independently consent to the receipt of the Healthcare Services requested in your jurisdiction; (5) you will not access the Site through automated or non-human means, whether through a bot, script or otherwise; (6) you will not use the Site for any illegal or unauthorized purpose; and (7) your use of the Site will not violate any applicable law or regulation. If you provide any information that is untrue, inaccurate, not current, or incomplete, we have the right to suspend or terminate your account and refuse any and all current or future use of the Site (or any portion thereof).

### **Proprietary Rights**

Whole Men's Health owns and retains all proprietary rights in the Site, and in all content, trademarks, trade names, service marks and other intellectual property rights related thereto. The Site contains the copyrighted material, trademarks, and other proprietary information of Whole Men's Health and its licensors. You agree to not copy, modify, transmit, create any derivative works from, make use of, or reproduce in any way any copyrighted material, trademarks, trade names, service marks, or other intellectual property or proprietary information accessible through the Site, without first obtaining the prior written consent of Whole Men's Health or, if such property is not owned by Whole Men's Health, the owner of such intellectual property or proprietary rights. You agree to not remove, obscure or otherwise alter any proprietary notices appearing on any content, including copyright, trademark and other intellectual property notices.

### **Copyright Policy; Notice and Procedure for Making Claims of Copyright Infringement**

As described above, you may not post, distribute, or reproduce in any way any copyrighted material, trademarks, or other proprietary information without obtaining the prior written consent of the owner of such proprietary rights. Without limiting the

foregoing, if you believe that your work has been copied and posted on the Site in a way that constitutes copyright infringement, please provide our Copyright Agent with the following information:

identification of the copyrighted work that you claim has been infringed;

identification of the material that you claim is infringing and information reasonably sufficient to enable Whole Men's Health to find the material on the Site, such as a URL;

your address, telephone number and email address;

a written statement by you that you have a good faith belief that the disputed use is not authorized by the copyright owner, its agent, or the law; and

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

an electronic or physical signature of the person authorized to act on behalf of the owner of the copyright interest.

Notice of claims of copyright infringement should be provided to Whole Men's Health's Copyright Agent (the Copyright Agent shall also be responsive for any claims of copyright infringement regarding the Digital Millennium Copyright Act) at [admin@wholemenshealth.com](mailto:admin@wholemenshealth.com), 6925 US 98 E, Santa Rosa Beach, FL 32459 Whole Men's Health will terminate the accounts of repeat infringers.

### **Modifications to Site or Service**

Whole Men's Health reserves the right at any time to modify or discontinue, temporarily or permanently, the Site (or any part thereof) with or without notice. You agree that Whole Men's Health shall not be liable to you or to any third party for any modification, suspension or discontinuance of the Site. To protect the integrity of the Site, Whole Men's Health reserves the right at any time in its sole discretion to block users from certain IP addresses from accessing the Site.

### **Disclaimers**

TO THE MAXIMUM EXTENT ALLOWED BY APPLICABLE LAW, WHOLE MEN'S HEALTH PROVIDES THE SITE ON AN "AS IS" AND "AS AVAILABLE" BASIS AND GRANTS NO WARRANTIES OF ANY KIND, WHETHER EXPRESS, IMPLIED, STATUTORY OR OTHERWISE WITH RESPECT TO THE SITE (INCLUDING ALL CONTENT CONTAINED THEREIN), INCLUDING (WITHOUT LIMITATION) ANY IMPLIED WARRANTIES OF SATISFACTORY QUALITY, MERCHANTABILITY, FITNESS FOR A PARTICULAR PURPOSE OR NON-INFRINGEMENT. WHOLE MEN'S HEALTH DOES NOT REPRESENT OR WARRANT THAT THE SITE WILL BE UNINTERRUPTED OR ERROR FREE, SECURE OR THAT ANY DEFECTS OR ERRORS IN THE SITE WILL BE CORRECTED.

ANY MATERIAL DOWNLOADED OR OTHERWISE OBTAINED THROUGH THE USE OF THE SITE IS ACCESSED AT YOUR OWN DISCRETION AND RISK, AND YOU WILL BE SOLELY RESPONSIBLE FOR AND HEREBY WAIVE ANY AND ALL CLAIMS AND CAUSES OF ACTION WITH RESPECT TO ANY DAMAGE TO YOUR DEVICE, COMPUTER SYSTEM, INTERNET ACCESS, DOWNLOAD OR DISPLAY DEVICE, OR LOSS OR CORRUPTION OF DATA THAT RESULTS OR MAY RESULT FROM THE DOWNLOAD OF ANY SUCH MATERIAL. IF YOU DO NOT ACCEPT THIS LIMITATION OF LIABILITY, YOU ARE NOT AUTHORIZED TO DOWNLOAD OR OBTAIN ANY MATERIAL THROUGH THE SITE.

From time to time, Whole Men's Health may make third party opinions, advice, statements, offers, or other third party information or content available through the Site. All third party content is the responsibility of the respective authors thereof and should not necessarily be relied upon. Such third party authors are solely responsible for such content. WHOLE MEN'S HEALTH DOES NOT: (I) GUARANTEE THE ACCURACY, COMPLETENESS, OR USEFULNESS OF ANY THIRD PARTY CONTENT PROVIDED THROUGH THE SITE, OR (II) ADOPT, ENDORSE OR ACCEPT RESPONSIBILITY FOR THE ACCURACY OR RELIABILITY OF ANY OPINION, ADVICE, OR STATEMENT MADE BY ANY PARTY THAT APPEARS IN THE SITE. UNDER NO CIRCUMSTANCES WILL WHOLE MEN'S HEALTH OR ITS AFFILIATES BE RESPONSIBLE OR LIABLE FOR ANY LOSS OR DAMAGE RESULTING FROM YOUR RELIANCE ON INFORMATION OR OTHER CONTENT POSTED IN THE SITE, OR TRANSMITTED TO OR BY ANY USERS.

### **Links to Other Websites or Resources**

The Site may contain, and the Site or third parties may provide, advertisements and promotions offered by third parties and links to other websites or resources. You acknowledge and agree that Whole Men's Health is not responsible for the availability of such external websites or resources, and does not endorse and is not responsible or liable for any content,

information, statements, advertising, goods or services, or other materials on or available from such websites or resources. Your correspondence or business dealings with, or participation in promotions of, third parties found in or through the Site, including payment and delivery of related goods or services, and any other terms, conditions, warranties or representations associated with such dealings, are solely between you and such third party. You further acknowledge and agree that Whole Men's Health shall not be responsible or liable, directly or indirectly, for any damage or loss caused or alleged to be caused by or in connection with the use of, or reliance upon, any such content, information, statements, advertising, goods or services or other materials available on or through any such website or resource.

### **Limitation of Liability**

TO THE FULLEST EXTENT ALLOWED BY APPLICABLE LAW, IN NO EVENT WILL WHOLE MEN'S HEALTH, ITS MEDICAL GROUPS AND PROVIDERS, BUSINESS CLIENTS, LICENSORS OR SERVICE PROVIDERS BE LIABLE TO YOU OR ANY THIRD PERSON FOR ANY INDIRECT, RELIANCE, CONSEQUENTIAL, EXEMPLARY, INCIDENTAL, SPECIAL OR PUNITIVE DAMAGES, INCLUDING, WITHOUT LIMITATION, LOSS OF PROFITS, LOSS OF GOODWILL, DAMAGES FOR LOSS, CORRUPTION OR BREACHES OF DATA OR PROGRAMS, SERVICE INTERRUPTIONS AND PROCUREMENT OF SUBSTITUTE SERVICES, EVEN IF WHOLE MEN'S HEALTH HAS BEEN ADVISED OF THE POSSIBILITY OF SUCH DAMAGES. NOTWITHSTANDING ANYTHING TO THE CONTRARY CONTAINED HEREIN, WHOLE MEN'S HEALTH'S LIABILITY TO YOU FOR ANY CAUSE WHATSOEVER, AND REGARDLESS OF THE FORM OF THE ACTION, WILL AT ALL TIMES BE LIMITED TO THE AMOUNT PAID, IF ANY, BY YOU TO WHOLE MEN'S HEALTH FOR THE SITE AND SERVICES WHILE YOU HAVE AN ACCOUNT. YOU AGREE THAT REGARDLESS OF ANY STATUTE OR LAW TO THE CONTRARY, ANY CLAIM OR CAUSE OF ACTION ARISING OUT OF OR RELATED TO USE OF THE SITE OR THE TERMS OF THIS AGREEMENT MUST BE FILED WITHIN ONE YEAR AFTER SUCH CLAIM OR CAUSE OF ACTION AROSE OR BE FOREVER BARRED.

### **Governing Law**

This Agreement, and any dispute between you and Whole Men's Health, shall be governed by the laws of the state of Iowa without regard to principles of conflicts of law. Any action shall take place in Polk County District Court, Des Moines, Iowa and you consent to said jurisdiction.

### **Indemnity**

You agree to indemnify and hold Whole Men's Health, its subsidiaries, and affiliates, subcontractors and other clients, including the Medical Groups and Providers, and their respective officers, directors, agents, clients, employees and volunteers, harmless from any loss, liability, claim, or demand, including, but not limited to, reasonable attorney's fees, made by any third party due to or arising out of your breach of or failure to comply with this Agreement (including any breach of your representations and warranties contained herein), any postings or Content that you post in, through or in connection with the Site, and the violation of any law or regulation by you. Whole Men's Health reserves the right to assume the exclusive defense and control of any matter otherwise subject to indemnification by you, in which event you will fully cooperate with Whole Men's Health in connection therewith.

### **Notice**

Whole Men's Health may provide you with notices, including those regarding changes to this Agreement, using any reasonable means now known or hereafter developed, including by email, regular mail, SMS, MMS, text message or postings in the Site. Such notices may not be received if you violate this Agreement by accessing the Site in an unauthorized manner. You agree that you are deemed to have received any and all notices that would have been delivered had you accessed the Site in an authorized manner.

### **Payments**

You agree to pay all fees due for Services and Healthcare Services requested pursuant to all payment terms presented to you when engaging in transactions. Prices are subject to change at any point in our sole discretion. You will see a prompt for your payment details, such as your credit card information and any promotional codes you may have.

By entering your payment information and submitting your request, you authorize us, our affiliates, or our third-party payment processors to retain credit card information which will be kept on file to be used as a form of payment for fees incurred for co-pays, co-insurance, deductibles, late cancellations, missed appointments, returned checks, failed payments, past due account balances, fees associated with subsequent medical services, and/or Subscription Services (as defined below).

You understand and agree that you are responsible for all fees due to receive Services and Healthcare Services, including any fees charged by the Medical Groups, Provider(s), pharmacy(ies) and lab(s) that provide Healthcare Services to you in

connection with the Services. Your payments to Whole Men's Health may include fees charged by the Medical Group(s), Provider(s) and pharmacy(ies) for Healthcare Services, which Whole Men's Health collects on their behalf. Any Healthcare Services not provided by a Provider, Medical Group, or the Whole Men's Health Health Pharmacy Network, or otherwise made available through the Services are not included in the payments collected by Whole Men's Health and you may be separately charged by the applicable health care organization(s) and/or provider(s) of such services. In the event that your credit card expires or Whole Men's Health, its affiliates, or its third-party payment processors are unable to process your payment, you may receive a request to provide an alternative payment method. Whole Men's Health and/or the Medical Group (s) and/or Provider(s) have no obligation to provide any Healthcare Services or pharmacy services unless and until full payment has been received and/or verified. You are responsible for keeping your payment information (such as credit card number and billing address) accurate and up to date at all times.

Certain products or services offered on the Services may be offered on a subscription basis ("Subscription Services"). For Subscription Services, your payment method will be automatically charged at regular intervals as described during the checkout process for the applicable Subscription Services. You may cancel a subscription at any time, and you will continue to have access to the Services through the end of your billing period.

You may cancel your subscription at any time either by sending an email with your name and email address associated with the service to [admin@wholemenshealth.com](mailto:admin@wholemenshealth.com) or contacting your provider directly, your Subscription Services may be governed by provider policies and cancellation

procedures outside of the terms of this document.

EXCEPT AS OTHERWISE SET FORTH IN ANY RETURN OR REFUND POLICY PROVIDED TO YOU ON THE SERVICES, YOU ACKNOWLEDGE AND AGREE THAT DUE TO THE NATURE OF THE PRODUCTS AND SERVICES PURCHASABLE THROUGH THE SERVICES ANY APPLICABLE FEES AND OTHER CHARGES ARE NOT REFUNDABLE IN WHOLE OR IN PART. YOU ARE FULLY LIABLE FOR ALL CHARGES TO YOUR ACCOUNT, INCLUDING ANY UNAUTHORIZED CHARGES.

### **Termination.**

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

Whole Men's Health may terminate or suspend any of the rights granted by these Terms of Use and your access to and use of the Services with or without prior notice, for any reason, and at any time, including for violations of these Terms of Use. The following provisions survive the expiration or termination of these Terms of Use for any reason whatsoever: Disclaimers; Limitation of Liability; Indemnity; Governing Law; Entire Agreement; and Assignment. Subject to applicable law, Whole Men's Health reserves the right to maintain, delete or destroy all communications and materials posted or uploaded to the Site pursuant to its internal record retention and/or content destruction policies. After such termination, Whole Men's Health will have no further obligation to provide the Services, except to the extent a Medical Group is obligated to provide you access to your health records or is required to provide you with continuing care under applicable legal, ethical and professional obligations to you. You agree that if your use of the Services is terminated pursuant to these Terms of Use, you will not attempt to use the Services in any way, and further agree that if you violate this restriction after such termination, you will indemnify and hold Whole Men's Health harmless from any and all liability that Whole Men's Health may incur therefore.

### **Entire Agreement**

These Terms of Use, together with the Additional Terms, contains the entire agreement between you and Whole Men's Health regarding the use of the Site. The section titles in this Agreement are for convenience only and have no legal or contractual effect. This Agreement operates to the fullest extent permissible by law. If any provision of this Agreement is held invalid, the remainder of this Agreement shall continue in full force and effect. The failure of Whole Men's Health to exercise or enforce any right or provision of this Agreement shall not constitute a waiver of such right or provision. You agree that your online account is non-transferable and all of your rights to your profile or contents within your account terminate upon your death. No agency, partnership, joint venture or employment is created as a result of this Agreement and you may not make any representations or bind Whole Men's Health in any manner.

### **Assignment**

You may not assign any of your rights under this Agreement, and any such attempt will be null and void. Whole Men's Health 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 Whole Men's Health, or to

a third-party in the event that some or all of the business of Whole Men's Health is transferred to such other third-party by way of merger, sale of its assets, or otherwise.