**respondhealth.net Terms of Use Agreement**

Effective Date: 11/02/2026

Below are the terms that apply to the online products and services owned and operated by My Own Med, Inc., dba RespondHealth ("RespondHealth"), as part of the respondhealth.net ecosystem, including our websites and mobile web applications (collectively, the "Platform"). This Terms of Use Agreement ("Agreement") informs Visitors of the rules and policies that govern the Platform. We use the term "Visitors" to include both registered users of the Platform and any other person that accesses the Platform at any point for any amount of time, unless designated otherwise. Visitors are expected to follow any posted guidelines or rules, including this Agreement.

Please carefully read this Agreement. We may update this Agreement from time to time without notice. Any changes to this Agreement will be incorporated into a revised Agreement that we will post on the Website. All visitors have the obligation to review changes to this Agreement, including any changes to our Privacy Policy, which is available at Privacy Policy – Respondhealth.net. Unless otherwise specified, such changes shall be effective when they are posted. Your access or use of the Platform constitutes your agreement to be bound by this Agreement, including any changes that exist when you re-access the Platform. IF YOU DO NOT AGREE WITH THE TERMS OF THIS AGREEMENT, OR ANY POSTED GUIDELINES OR RULES, THEN DO NOT USE THE PLATFORM.

To participate in activities on the Platform, we may request that you submit certain personally identifiable information about yourself, including health and medication information ("Personal Information"). When you create an Account (as defined below) we may collect Personal Information directly from your physicians or other providers. We may also gather certain types of non-personal information about your visit to protect the security of Platform visitors or the Platform or to make the content of the Platform more useful and enjoyable for all our visitors. All information gathered from visitors by the Platform will be governed by our Privacy Policy located at Privacy Policy – Respondhealth.net, which is incorporated in this Terms of Use Agreement by reference. If there is a conflict between the terms of this Agreement and our Privacy Policy, the terms of the Privacy Policy will prevail. Please carefully review our Privacy Policy to understand our collection, use, and disclosure practices.

Visitors are responsible for providing accurate, timely, and complete information to us and our operational providers, agents, and affiliates in connection with a visitor's participation and/or use of the Platform. Your participation in the Platform's activities may be canceled without notice if, at any time, we discover that you provide false information or violate any term of this Agreement or our Privacy Policy. The Platform and RespondHealth are not liable or responsible for any claims relating to any inaccurate, untimely, false, or incomplete information provided to us or resulting from a visitor's failure to fully comply with any provision of this Agreement. If necessary, and in accordance with applicable law, the Platform and RespondHealth will cooperate with local, state, and/or federal authorities to protect the Platform or RespondHealth or to prevent unauthorized use of the Platform or any content included on the Website or Application.

**Content for Patient Education Purposes Only**

The contents of all patient education content, including but not limited to, information about drugs and medical conditions and any information provided through the functionality made accessible through the Platform such as the News Feed feeds, provided by RespondHealth through the Platform (collectively "Patient Content") is for informational purposes only. The Patient Content is not intended to be a substitute for professional medical advice, diagnosis, or treatment. You acknowledge and agree that RespondHealth (a) has not represented that the Patient Content has the ability to diagnose disease, prescribe treatment or perform any other tasks that constitute

the practice of medicine; and (b) makes no warranty as to the nature, accuracy, reliability, currency, completeness, or quality of the Patient Content.

Always seek the advice of a qualified health care provider if you have any questions regarding a medical condition. Do not disregard professional medical advice or delay seeking medical advice because of something you saw or read in Patient Content. If you think you may have a medical emergency, call your health care provider or 911 immediately. RespondHealth does not recommend or endorse any specific tests, health care providers, products, procedures, opinions, or other information that may be mentioned in the Patient Content. Reliance on any Patient Content is solely at your own risk.

**Registration and Participation**

Registration with the Platform may be required in order to access certain services, including, without limitation, the creation of a Respondhealth.net Account ("Account") or participation in certain interactive features of the Platform. Your registration information will be handled by us in accordance with our Privacy Policy, which you should review prior to registering with us.

You are responsible for maintaining the confidentiality of your password and any membership Account information. You agree to immediately notify us of any unauthorized use of your password or other membership Account information and further agree to indemnify and hold the Platform and RespondHealth harmless for any improper or illegal use of your password.

We encourage you to keep us informed about any changes in your personal contact and e-mail information if you have registered with the Platform. You may change, update, or delete certain information in your profile by contacting us. If your e-mail address is canceled or becomes inactive or inaccessible for an extended period of time, we may cancel your registration and delete all or part of your Account, to the extent allowed by law and in accordance with our security measures. We also reserve the right to suspend or terminate your Account if you violate any provision of this Agreement or our Privacy Policy, or for any other behavior that we, in our sole discretion, believe is inappropriate.

**Ability to Share Information You Submit and Create Shared Accounts**

The Application may offer functionality that allows you to (a) view an Account created by another person for whom you act as a personal representative; (b) have your personal representative view an Account you created; and/or (c) create a shared Account on behalf of a family member or other person for whom you act as a personal representative with that person's permission that can be accessed by you and the person for whom the Account was created.

You and your physicians and other providers may be able to view and edit your Personal Information. You may also choose to share your Account with your personal representative. If you chose to share your Account with your personal representative, including caregivers or family, you can view a list of who has access to your Account. You agree that any person to whom you grant access to your Account is your personal representative and is authorized by you to access all Personal Information and other information in your Account. The individuals who have access to your Account may view but may not edit your information. Your provision of access to your Account by others may result in third parties misusing the Personal Information in your Account and is at your own risk. At any time you can take away someone's ability to access your Account, and that person will no longer be able to view your Personal Information, but they may have already seen or may retain a copy of the Personal Information contained

in your Account. If you use the Application to create an Account on behalf of another person who is not your minor child, you represent, warrant and covenant that you have that person's permission and authorization to create an Account on his or her behalf and are properly authorized to serve as personal representative for that person under applicable laws. Further, you agree that you will not create an account for any minor that has not reached the age of majority in your jurisdiction, unless he/she is your own child, or you are the child's legal guardian. If at any time you no longer have the permission of that person to operate an Account on his or her behalf, you agree to immediately delete that Account. If you are having a medical emergency, DO NOT use the Platform to communicate with other individuals.

**Restrictions on Visitors' Use of Website Content**

The Platform contains materials supplied by the Website, Application, RespondHealth, and the Platform's visitors, as well as other sources, and is protected by copyrights, trademarks, service marks, patents, trade secrets, or other proprietary rights and laws. Except as expressly authorized by the Platform, you may not modify, copy, reproduce, republish, upload, post, transmit, distribute, sell, license, rent, publicly display or perform, edit, adapt or create a derivative work of, in any manner, any material, User Content (as defined below), or design elements obtained from the Platform, including code and software ("Material"). Notwithstanding the above, you may print or download the Material from the Platform only for personal or non-commercial use, provided that you do not republish the Material and keep intact all copyright, trademarks, service marks, attributions, patent, and other proprietary notices.

Use of the Material for any purpose not expressly permitted in this Agreement is prohibited. As noted above, reproduction, copying, or redistribution for commercial purposes of the Material on the Platform is strictly prohibited without the express written permission of RespondHealth.

By using the Platform, you represent and warrant that you are the owner or otherwise have the right to provide any information, including postings or materials (including pre-existing materials) and any comments or question submitted, posted, or transmitted through the Platform, including any content submitted through interactive Platform functionality such as user communities ("User Content"). In consideration of the Platform accepting User Content, you hereby grant to the Platform and RespondHealth an irrevocable, transferable, paid up, royalty-free, perpetual, non-exclusive worldwide sub-licensable license to use, copy, print, display, modify, edit, remove, publicly perform, translate, and create derivative works from and distribute or otherwise use and reproduce User Content on the Platform and in all forms of media now known or hereafter and in connection with the advertising, marketing, or promotion of any or all of the foregoing, throughout the world in all forms of media now known or hereafter invented in perpetuity (collectively the "Uses") and the right to, in RespondHealth's sole option and discretion, attribute such User Content to the visitor submitting the User Content. In consideration of submitting User Content, you consent to the Uses of the User Content without further consideration, compensation, attribution, notification, or other additional consideration. You also agree to indemnify and hold the Platform and RespondHealth harmless from any claim or demand, including reasonable attorney fees, made by any party arising out of the Uses of the User Content that you submit on the Platform. You waive any rights you may have in having the User Content edited, altered, or changed in any manner not acceptable to you.

**Non-Endorsement of User Content**

RespondHealth is not responsible for the content of any User Content submitted or posted by Platform visitors to any features publicly viewable on the Platform, such as blogs, message boards, or other interactive content, nor do we guarantee the truthfulness, accuracy, or validity of any User Content. The opinions expressed in User Content

reflect solely the opinions of the users and may not reflect the opinions of RespondHealth. Any action you take or do not take based upon User Content, including, but not limited to, medical, investment, trading, employment, or other decisions, is done at your own risk. Under no circumstances will the Platform or RespondHealth be liable for any loss or damage caused by your reliance on User Content obtained through the Platform.

By submitting User Content, you agree that such submission is non-confidential for all purposes and that any inclusion of Personal Information, such as name, photograph, or other information in such User Content may allow others to identify you. We reserve the right (but assume no obligation) to monitor any submissions or postings and delete, move, or edit any User Content that we consider inappropriate or unacceptable for any reason. You shall not submit any User Content that infringes or violates any right of any party, including communications that contain profanity, are defamatory, harassing, threatening, inflammatory, obscene, pornographic, invasive of privacy, illegal or otherwise encourages illegal activity, would violate the rights of others, or give rise to liability. If we choose to moderate any portion of the Platform, we may review User Content for relevance, topicality, and appropriateness, and we may withhold or remove User Content for any reason, within our sole discretion. You acknowledge and agree that RespondHealth has the right (but not the obligation) to monitor all User Content; alter or remove any User Content; and to reasonably disclose User Content and the circumstances surrounding its transmission to any third party for legitimate business purposes, to protect ourselves, and to comply with legal obligations or governmental requests. The exercise of these rights shall not create an obligation for the Platform or RespondHealth to monitor, screen, or edit User Content on the Platform in any way.

**DMCA Copyright Infringement Claim Policy**

If you believe in good faith that materials we host infringe on your copyright, you (or your agent) may send us a notice, in accordance with the requirements set forth in the Digital Millennium Copyright Act of 1998 ("DMCA"), requesting that we remove or block access to the infringing material, which shall include the following information:

- an electronic or physical signature of a person authorized to act on behalf of the owner of the exclusive right that is allegedly infringed;
- identification of the copyrighted work claimed to have been infringed;
- a description of where the material that you claim is infringing is located on the Website;
- your address, telephone number, and e-mail address;
- a 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, under penalty of perjury, that the information in your notice is accurate and that you are the copyright owner or authorized to act on the copyright owner's behalf.

If you believe in good faith that someone has wrongfully filed a notice of copyright infringement against you, the DMCA permits you to send us a counter-notice. Notices and counter-notices must meet the current statutory requirements imposed by the DMCA. See http://www.loc.gov/copyright for more information.

Notices and counter-notices should be sent to:

Chief Administrative Officer
RespondHealth
6701 Democracy Blvd, Suite 300
Bethesda, MD 20817
legal@respondhealth.net

If the Platform receives more than one Notice of Copyright Infringement concerning a user, the user may be deemed a “repeat copyright infringer.” The Website reserves the right to terminate the Accounts of “repeat copyright infringers.”

Material on this server may include inaccuracies or typographical errors. We have the right to make changes and update any information contained on this server without prior notice.

**E-mail**

E-mail is an important communication method for our online visitors. The person in whose name the e-mail account is registered should generate all e-mail sent to us. E-mail users shall not mask their identity by using a false name or another person's name or account. You agree that we will use your e-mail address and the content of any e-mail to correspond with and respond to you. Any non-personal information or de-identified data you provide to us by e-mail - including, but not limited to, feedback, data, answers, questions, comments, suggestions, plans, ideas or the like - shall be deemed to be non-confidential, and we assume no obligation to protect such non-personal information contained in the e-mail from disclosure.

The submission of non-personal information or de-identified data to us shall in no way prevent the purchase, manufacture, or use of similar products, services, plans, and ideas or the like by the Platform or RespondHealth for any purpose, and the Platform and RespondHealth shall be free to reproduce, use, disclose, and distribute such information to others without liability or restriction. Any Personal Information transmitted with an e-mail, such as the sender's name, e-mail address, or home address, will be protected in accordance with the policies set forth in our Privacy Policy.

**Third Party Links**

The Platform contains links and pointers to other websites and resources on the Internet controlled by third parties. These links are provided solely as a convenience to our visitors and do not constitute an endorsement by the Platform or RespondHealth of any third-party resources or content. Links do not imply that the Platform sponsors, is affiliated or associated with, or otherwise recommends, certifies, or endorses the third-party link or website. Any concerns regarding external links or websites should be directed to the respective website administrator or system operator. The Platform reserves the right, in its sole discretion, to terminate links with any third parties or other websites deemed inappropriate or inconsistent with the Platform. The Platform and RespondHealth make no representations about the content, functionality, or practices of such third-party websites and resources, and disclaim any and all warranties, express or implied, with respect thereto.

**Security Measures**

Please review our Privacy Policy for information on the Platform’s security measures and the protection of your Personal Information.

**DISCLAIMER OF WARRANTIES**

THE INFORMATION ON THE PLATFORM IS PROVIDED "AS IS." RESPONDHEALTH DOES NOT WARRANT, EITHER EXPRESSLY OR BY IMPLICATION, THE ACCURACY OF ANY MATERIALS OR INFORMATION PROVIDED ON THE

PLATFORM OR THEIR SUITABILITY FOR ANY PARTICULAR PURPOSE, AND EXPRESSLY DISCLAIMS ALL WARRANTIES, INCLUDING, BUT NOT LIMITED TO, WARRANTIES OF MERCHANTABILITY OR FITNESS FOR A PARTICULAR PURPOSE.

ALTHOUGH THE INFORMATION PROVIDED TO VISITORS ON THE PLATFORM IS OBTAINED OR COMPILED FROM SOURCES, WE BELIEVE TO BE RELIABLE, THE PLATFORM AND RESPONDHEALTH CANNOT AND DOES NOT GUARANTEE THE ACCURACY, VALIDITY, TIMELINESS, OR COMPLETENESS OF ANY INFORMATION OR DATA MADE AVAILABLE TO VISITORS OR ITS SUITABILITY FOR ANY PARTICULAR PURPOSE. NEITHER THE PLATFORM NOR RESPONDHEALTH ARE LIABLE OR SHALL HAVE RESPONSIBILITY OF ANY KIND TO ANY VISITOR FOR ANY LOSS OR DAMAGE THAT A VISITOR INCURS IN THE EVENT OF (I) ANY FAILURE OR INTERRUPTION OF THIS PLATFORM; (II) ANY ACT OR OMISSION OF ANY THIRD PARTY INVOLVED IN MAKING THE PLATFORM OR THE DATA CONTAINED HEREIN AVAILABLE TO VISITORS; (III) ANY OTHER CAUSE RELATING TO A VISITOR'S ACCESS OR USE, OR INABILITY TO ACCESS OR USE, ANY PORTION OF THE PLATFORM OR MATERIALS ON THE PLATFORM; (IV) ANY VISITOR'S INTERACTION OR SUBMISSIONS ON THE PLATFORM, INCLUDING, BUT NOT LIMITED TO, RÉSUMÉ OR EMPLOYMENT SUBMISSIONS OR DIALOGUE BETWEEN HOSTS; OR (V) ANY VISITOR'S FAILURE TO COMPLY WITH THIS AGREEMENT, WHETHER OR NOT THE CIRCUMSTANCES GIVING RISE TO SUCH CAUSE MAY HAVE BEEN WITHIN THE CONTROL OF THE PLATFORM OR OF ANY VENDOR PROVIDING SOFTWARE, SERVICES, OR SUPPORT. IN NO EVENT WILL THE PLATFORM OR RESPONDHEALTH BE LIABLE TO ANY VISITOR FOR ANY DIRECT, SPECIAL, INDIRECT, CONSEQUENTIAL, OR INCIDENTAL DAMAGES OR ANY OTHER LOSS OR DAMAGES OF ANY KIND EVEN IF THE PLATFORM OR ANY OTHER PARTY HAS BEEN ADVISED OF THE POSSIBILITY THEREOF. PLEASE BE ADVISED THAT ONCE YOU LEAVE THE PLATFORM, YOUR USE OF THE INTERNET WILL BE GOVERNED BY THE TERMS OF USAGE AGREEMENTS AND PRIVACY POLICIES, IF ANY, OF THE PARTICULAR PLATFORM THAT YOU ARE ACCESSING, INCLUDING THOSE OF OUR OPERATIONAL PROVIDERS, SPONSORS, AND PROMOTIONAL PARTNERS. THE PLATFORM AND RESPONDHEALTH WILL NOT BE RESPONSIBLE OR LIABLE FOR THE CONTENT, ACTIVITIES, OR PRIVACY PRACTICES OF THE OTHER PLATFORMS, OR ANY LOSS OR DAMAGE THAT COULD RESULT FROM LEAVING THE PLATFORM.

**Indemnification**

You agree to indemnify, defend, and hold the Platform and RespondHealth and their directors, officers, employees, consultants, agents, and other representatives harmless from and against any and all claims, damages, losses, costs (including reasonable attorney fees), and other expenses that arise directly or indirectly out of or from (a) your breach of this Agreement; (b) any allegation that any content or other materials you submit to us or transmit to the Platform infringe or otherwise violate the copyright, trademark, trade secret, or other intellectual property or other rights of any third party; and/or (c) your activities in connection with the Website.

**Severability**

If any provision or portion of this Agreement is held in whole or in part to be unenforceable for any reason, the remainder of that provision and of the entire Agreement will be severable and will remain in effect, to the fullest degree consistent with the intent of this document.

**Choice of Law and Forum**

The Platform is originated and located in the United States, and this Agreement shall be governed by and construed in accordance with the laws of the State of Maryland, excluding its conflicts of law rules. Any dispute arising out of or relating to this Agreement or your access or use of the Platform will be subject to the exclusive

jurisdiction of the courts located within the State of Maryland, and you hereby submit to the personal jurisdiction of such courts.

**Modifications to this Agreement**

We may modify this Agreement at any time and in any way with or without notice to you by updating this Agreement. Your use of the Platform is subject to any such revisions and you should periodically visit this page to review the current Agreement that applies to your use of the Platform. Your continued access to or use of the Platform and/or any services offered through it shall be your conclusive acceptance of this Agreement, including any modifications.