

#### **Member Agreement**

**Important:** This is a contract. Read this carefully before accessing or using the ReviveHealth Platform. By accessing or using the program, you acknowledge that:

- 1. You have read this agreement,
- 2. You understand it, and
- 3. You accept and agree to be bound by its terms.

If you do not agree, do not understand, or do not accept this agreement, please do not create a ReviveHealth Member account, and do not access the Platform. If you have questions or concerns, contact us at hello@revive-healthcare.com.

## What is Revive?

#### Section 1

The ReviveHealth website and mobile application (collectively, the "Platform") allow You to remotely access virtual Primary Care, Mental Health, Wellness and Health Promotion, Pharmacy Care, and Men's and Women's Health services.

### Membership and Fees Section 2

**2.1 Membership.** Under the terms of this Agreement, ReviveHealth will provide you with the following services in exchange for a fee (the "Membership Fee"). Your access to the Program is conditional on (1) your acceptance of and agreement to the terms of this Agreement and (2) the Membership Fee.

**2.11 Virtual Medical Care.** Members will have access to the following Virtual Medical Care:

 Unlimited telemedicine visits (limited to 6 visits/month in Maryland) with a qualified medical provider for urgent and non-urgent care from a Member's computer, smartphone, or other eligible mobile device between the hours of 8:00am and 10:00pm, seven days per week ii. Access to a nurse hotline for non-emergency questions after-hours (10pm-8am daily), which can be reached at 888-335-8836

**2.12 Pharmacy Care.** ReviveHealth has established a pharmacy program that is designed to save Members and employers significant money on over 240 of the most commonly prescribed generic medications. In addition, the Members can receive discounts on brand name medication. The features of the ReviveHealth pharmacy program include:

- Generic medications: ReviveHealth has established a list of generic medications that are available to the member at no cost, with shipping fees (to their home address) assessed based on membership level:
  - a. ReviveCare: \$5 shipping for each shipment
  - **b.** RevivePlus: First monthly shipment free, each additional shipment \$5
- ii. Discounts on brand-name medications with a ReviveHealth-branded discount drug card
- iii. Pharmacist availability to answer questions about the Member's medication

**2.13 Mental Health Services.** We offer the following Mental Health Services to all Members:

- i. Mental health status assessment with customized advice as part of our overall wellness assessment
- ii. Access to self-care information including online, self-guided coaching
- iii. Members will have access to personalized mental health counseling including a total of 4 hours per year (RevivePlus)

#### 2.14 Wellness and Health Promotion. The Membership Fee includes:

- iv. A Health Risk Assessment recognized by the National Committee for Quality Assurance ("NCQA"), which will be used to provide them with customized advice to guide them on a path to wellness
- v. Annual biometric screening includes a complete metabolic panel to help them understand their body's chemical balance and metabolism and develop optimal wellness practices based on their specific needs
- vi. Up to four 30-minute personal health coaching sessions (RevivePlus)
- $\ensuremath{\mathsf{vii}}$  . Access to self-care information including online, self-guided coaching
- viii. Annual flu shot (RevivePlus)
- ix. Discounts on fitness equipment and classes (through the marketplace)

**2.15 Financial Wellness.** Members will also have access to the following financial wellness services:

x. An online marketplace (Revive Marketplace powered by BenefitHub) for discounts on life and auto insurance, electronics, and many other products

#### 2.2 Membership Add-Ons.

a. **Telemedicine visits for children.** You may add a child to your membership for an additional \$39 per month. You mut register your child in your account prior to initiating a visit. Please review our Privacy Policy for information regarding how we will protect your child's information that you share with us.

### Membership Fee and Payment Section 3

3.1 Membership Fee. ReviveHealth charges a recurring monthly membership fee based on your selection of either ReviveCare \$29 monthly or RevivePlus \$59 monthly (the "Membership Fee"). Revive may update the Membership Fee(s) from time to time, but you will not be charged the updated fee until your membership renews the following month after you have been notified. Please note that by signing up for a ReviveHealth Membership and submitting your first payment you are agreeing to be responsible for the monthly Membership Fee.

**Payment.** ReviveHealth accepts payment via credit or debit card. By enrolling in Revive's membership program, *you authorize ReviveHealth to initiate recurring automated charges to your chosen payment method each month at the then-current monthly rate until you cancel or terminate your membership. We will always let you know ahead of time if our fees have changed since your last renewal, and you will have the option to cancel your account before we charge you the new fee. By enrolling in a ReviveHealth membership, you authorize ReviveHealth to maintain your payment information that you submit to Us. You can update your payment information using the ReviveHealth "ReBot" Member assistant or calling us at 888-335-8836.* 

**3.2** No Refunds. ReviveHealth abides by a strict no-refund policy, including in the event of termination of your membership by Revive if you breach this agreement, the Terms of Use, or the Privacy Policy. By entering into this Agreement, you agree and understand that you are permanently waiving the right to seek or claim any refund of the Membership Fee.

## Membership Term & Terminating Your Membership Section 4

**4.1 Membership Term.** Your membership and this agreement will be effective as soon as you create your account, accept these terms, and submit your first monthly Membership Fee payment. Your membership will be effective for one (1) month (the

"Initial Term"). At the end of each month, your membership will automatically renew for another month (each a "Renewal Term") unless you tell us you want to cancel prior to your account being charged the then-current Membership Fee. See our payment terms for automatic payment information. If you do not want to renew your membership, please contact us at <u>help@revive-healthcare.com</u> or call 888-335-8836.

- 4.2 Terminating your Membership. If you do not wish for your membership to renew, please email us at help@revive-healthcare.com or call us 888-335-8836. Your termination will be effective as of the last day of your then-current membership term. If you choose not to renew before the end of the Initial Term or any Renewal Term, your membership will not terminate until the expiration of the then-current month, and you will still be responsible for the Membership Fee for that month. Revive may immediately terminate your membership at any time at its discretion upon written notice to you, which may be sent via email. However, the provisions of this Agreement concerning indemnification, non-disclosure, Confidential Information, Intellectual Property, disclaimer of warranties, and limitation of liability shall survive the termination of this Agreement. Upon expiration or termination of this Agreement for any reason, (a) Your access to the Portal and all Revive materials and information will cease; and (b) Revive's obligations under this Agreement will also cease.
- **4.3 Promotional Material.** ReviveHealth may, from time to time, ask you to provide a testimonial about your experience as a ReviveHealth Member (each, a "Testimonial") and ReviveHealth may share your Testimonial for marketing or other purposes. Before sharing, we will anonymize your Testimonial by using your initials or first name only unless you give us permission to share your identity. You represent and warrant that any Testimonials that you make will be correct, accurate, and truthful. Further, by providing a Testimonial you license to Revive the right to use the Testimonials and your first name and initials to use, broadcast, distribute, and exhibit in any form, now or later developed, including publications for promotion on website entries and social media sites. You irrevocably and permanently waive any right to royalties or other compensation arising from or related to our use of your Testimonial, first name, and initials.
- **4.4 Terms of Use and Privacy Policy**. The Revive Terms of Use and Privacy Policy are part of this agreement. You must review each in detail and agree to each prior to finalizing your membership and paying your Membership Fee.

# General Contract Terms

Section 5

**5.1 Integration.** This agreement, along with the Terms of Use, Privacy Policy, and any additional terms or policies incorporated by reference, represents the entire agreement between You and ReviveHealth concerning your membership, and this Agreement

supersedes and replaces any prior proposal, representation, promise or understanding relating to your membership, whether oral or written.

- **5.2 Electronic Signature.** By clicking "I Agree" and paying the Membership Fee, you understand that doing so constitutes an electronic signature and forms a legally binding agreement between you and ReviveHealth.
- **5.3 Waiver; Binding Effect; Counterparts.** If ReviveHealth chooses not to enforce any provision of this agreement, doing so will not constitute a waiver of the future enforcement of that provision or any other provision. You and ReviveHealth (the "Parties") represent and warrant that you are both authorized to execute this agreement and that this agreement, and all of its terms and provisions will be binding upon and inure to the benefit of the Parties and their heirs, legal representatives, successors, and assigns. This agreement may be executed in any number of separate documents, all of which make up your agreement with ReviveHealth. Facsimile and pdf copies of signatures shall serve as originals.
- **5.4 Governing Law and Jurisdiction.** This Agreement and any disputes relating to this Agreement will be governed and construed in accordance with the laws of the United States of America and the State of Delaware, without regard for its conflicts of laws principles. Jurisdiction and Venue for any dispute concerning, involving, or in any way related to this Agreement shall lie exclusively in the federal and state courts of Delaware. The Parties expressly waive any objections to such jurisdiction and venue and irrevocably consent and submit to the personal and subject matter jurisdiction of such courts in any action or proceeding. However, this Agreement and/or any court order or judgment arising out of or related hereto shall be enforceable in every state and worldwide.

By completing the enrollment process, you acknowledge that you understand and agree to the terms of this agreement, including those related to Membership Fee and Payment, and our No Refund Policy.