

LIV By WellNow GLP-1 Subscription Terms and Conditions Agreement

Please select a Quarterly or Monthly Subscription Option below (choose only one). The applicable medication amount will be prescribed by your provider and communicated to you by your provider. The applicable pricing depending on the medication amount is set forth below.

Subscription Options (Select Only One)	
Quarterly Subscription	
OR	
Monthly Subscription	

Subscription Pricing		
Quarterly Subscription Options	Medication Amount	Subscription Fee
	1 mg of Medication per week	\$747.00 every three months
	1.7 mg and 2.4 mg of Medication per week	\$1,047.00 every three months
OR		
Monthly Subscription Options	Medication Amount	Subscription Fee
	1 mg of Medication per week	\$279.00 per month
	1.7 mg and 2.4 mg of Medication per week	\$379.00 per month

THIS AGREEMENT IS FOR A SUBSCRIPTION THAT AUTOMATICALLY RENEWS. SEE SECTION 1 FOR ADDITIONAL INFORMATION ON HOW TO CANCEL YOUR SUBSCRIPTION.

SECTION 5 OF THIS AGREEMENT INCLUDES AN ARBITRATION CLAUSE WITH A CLASS ACTION WAIVER AND A JURY TRIAL WAIVER (THE "ARBITRATION CLAUSE"). UNLESS YOU PROPERLY REJECT THE ARBITRATION CLAUSE, IT WILL HAVE A SUBSTANTIAL EFFECT ON YOUR RIGHTS IN THE EVENT OF A DISPUTE WITH US. FOR EXAMPLE, IF WE REQUIRE YOU TO ARBITRATE ANY DISPUTE, YOU WILL NOT HAVE THE RIGHT TO A JURY TRIAL OR THE RIGHT TO PARTICIPATE IN A CLASS ACTION IN COURT OR IN ARBITRATION.

This WellNow GLP-1 Subscription Agreement ("Agreement") sets forth the terms and conditions of your Subscription (as defined below) and outlines your rights and responsibilities in connection with the Subscription. As used in this Agreement, "we," "our," "us" and "Company" refers to **R Biernbaum DO – NY WellNow PC** and its parents, subsidiaries, successors, assigns, agents, affiliates, related companies, management company(ies), and service providers, and "you" and "your" mean the consumer electronically agreeing to this Agreement.

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1. **Subscription Terms.** This Section outlines the Subscription we will provide to you and provides other information, including information on your right to cancel the Subscription.
2. **Consent to Electronic Disclosures and Signatures.** This allows us to provide you with disclosures electronically.
3. **Recurring Payment Authorization.** This Section authorize recurring payments for your Subscription Fees.
4. **Miscellaneous.** This Section includes other important information about this Agreement.
5. **The Arbitration Clause.** This Arbitration Clause limits your ability to sue us in court or in a class action unless you reject it.

1. Subscription Terms.

The Subscription. We offer the Subscription Options set forth on the first page of this Agreement (each, a "Subscription") for unlimited telehealth weight loss services with a licensed provider and the periodic delivery of compounded semaglutide (the "Medication"). When you select a Subscription Option on the first page of this Agreement and enroll your Subscription, the following will occur until you cancel: (1) we will deliver the Medication to you every three months; and (2) we will charge you the Subscription Fee in the amount and on the periodic basis for the Subscription Option you selected. Unless you cancel as set forth below, your Subscription will automatically renew each period. All Medication will be delivered to the address you provided unless you give us notice of a change in address. We may mail you more than one month of Medication at a time regardless of the pricing option that you choose (*e.g.*, we may mail you three months of Medication even though you selected to pay monthly).

Enrollment. By electronically checking the box and accepting the terms and conditions, you are agreeing to the terms and conditions of this Agreement. You also agree to pay the Subscription Fee on the periodic basis you selected until you cancel your Subscription. You must be the age of majority in your state of residence and deemed eligible for compounded semaglutide by a licensed provider to be eligible for to enroll, and we may require certain information, including, but not limited to, your full name, physical address, telephone number, email address, date of birth, and other personal information to verify your identity, as well as financial information such a payment method. Once (1) you check the box and agree to these Terms and Conditions, (2) one of our licensed providers conducts a medical review and determines that you are eligible for the Medication, and (3) we receive payment of your first Subscription Fee and any other fees or amounts owed, you will be enrolled in the Subscription Program.

Subscription Option; Subscription Fee and Automatic Renewals. You have selected the Subscription Option you indicated on the first page of this Agreement. Your first Subscription Fee is due in the amount indicated for your Subscription Option on the day of your enrollment and on the same day each period based on the Subscription Option (i.e., each month or quarter on the same day as your enrollment) until you cancel. Because your Subscription automatically renews and has no defined term length, we will continue to charge you the Subscription Fee on a recurring basis pursuant to your Subscription Option until you cancel your Subscription (e.g., if you selected monthly pricing, we will charge you every month until you cancel your Subscription). You may cancel your Subscription as described below in the "Subscription Cancellation" section. To avoid future Subscription charges, you must cancel your Subscription before 8:00 PM Eastern Time on the day before your next payment date.

Express Informed Consent for Automatic Renewal

By checking this box, you understand that your Subscription with us automatically renews each period, and you are providing your express informed consent for us to automatically renew your Subscription until you cancel your Subscription.

Subscription Cancellation. You may cancel your Subscription at any time. To cancel, go to the "Membership Page" within your Profile on <https://livportal.wellnow.com/webstoreNew/guest/account> and click "Request to Cancel." You can also cancel by calling customer service at 1-833-944-4434.

Subscription Changes and Pricing Changes. We may change the Subscription or the pricing options from time to time. We will notify you before any Subscription changes or price changes become effective by email unless otherwise required by applicable law. If you do not wish to accept a Subscription change or price change, you can cancel your Subscription before the change takes effect. If you do not cancel your Subscription before the change takes effect, you will be deemed to have accepted the change. Your acceptance of a change does not impact your ability to cancel your Subscription at any time.

Good Standing. The Subscription is only available if you are in good standing, including being current and paid in full on all amounts you owe in connection with your Subscription. We may suspend or terminate your use, access to, or benefit of the Subscription due to your failure to remain in good standing as described above.

Cancellation; Termination. As discussed above, you may cancel your Subscription at any time. Subject to applicable law, we may cancel the Subscription at any time and for any reason, with or without cause. If we do so, we will provide notice to you by email or SMS or as otherwise required by applicable law. You will be charged the Subscription Fee for any period you are enrolled.

No Refunds. Subscription Fees are nonrefundable and there are no refunds or credits for partially used Medication or other issues that may occur with the Subscription. At any time, and for any reason, we may provide a refund, discount, or other consideration ("credit"). The amount and form of such credits, and the decision to provide them, are at our sole and absolute discretion. The provision of credits in one instance does not entitle you to credits in the future for similar instances, nor does it obligate us to provide credits in the future.

Name or Address Changes. You are responsible for notifying us of any name or address change. We are only required to attempt to communicate with you at the most recent email address you have provided to us.

2. Consent to Electronic Disclosures and Signatures

By electronically signing this Agreement, you are agreeing to this Consent to Electronic Disclosures and Signatures (the "Disclosure and Consent") and to execute and/or receive electronically all documents and communications (collectively, the "Documents") that in any way relate to this Agreement, the Subscription or any transaction or potential transaction with us (collectively, the "Services"), including, but not limited to the following Documents: (1) this Disclosure and Consent; (2) the Payment Authorization; (3) the Consent to Automatic Communications; (4) any disclosures and terms of use on our website; (5) our privacy policies and notices, including, if applicable, notices under the California Consumer Privacy Act; (6) any other disclosure required by applicable federal, state or local law; (7) letters, notices, statements or alerts regarding the foregoing that we provide to you relating to any present or future accounts that you establish with us; and (8) any updates to previously listed agreements, policies, disclosures, authorizations, or other notices.

Requesting Paper Delivery of Documents. You have the right to request a paper copy of Documents, however, after agreeing to this Disclosure and Consent, we will not provide you with paper (non-electronic) copies of any Documents unless specifically requested by you. To request paper copies of any Documents, please contact us by either email at livsupport@wellnow.com or telephone at 1- 833-944-4434. Be sure to specifically state what Documents you are requesting (disclosures, notices, *etc.*). We will not charge you a fee for paper copies of Documents.

Hardware and Software System Requirements to Access and Retain Information. To receive and retain an electronic copy of a Document you must, at a minimum, have the following equipment and software:

- A recent generation computer, mobile device, tablet, or similar device with Internet access;
- A widely used, recent-generation web browser;
- A program capable of opening portable document format files (PDF) (e.g., Adobe Acrobat® Reader);
- A valid email address with email software to communicate with us electronically;
- Enabled security settings that allow per session cookies and Users accessing the Internet behind a Proxy Server must enable HTTP 1.1 settings via proxy connection; and
- Either a printer, hard drive with sufficient storage or other storage device/means to print or store the Documents.

Method of Providing Documents to You in Electronic Form. You understand that we may electronically provide Documents to you as follows:

- Posting Documents to your online account;
- Making Documents available on our website or at a different website that we may, from time to time, communicate to you;
- Sending Documents to your designated email address (which may include attachments or embedded links);
- Making Documents available to you during your online session; or
- By requesting you download a PDF file containing the Documents.

Terms of Consent. This Disclosure and Consent covers all Services obtained with or through us.

Updating Information or Withdrawal of Electronic Acceptance of Disclosures and Notices. You may update your information that we use to contact you electronically or withdraw your consent to receive Documents in electronic form by contacting us by email at livesupport@wellnow.com or telephone at 1- 833-944-4434. Any withdrawal of your consent to receive electronic Documents will be effective only after we have a reasonable period of time to process your withdrawal. If you withdraw consent, (1) we will no longer be able to do business with you or provide Services to you electronically; (2) you will remain responsible for any amounts that you owe us or that may come due under any agreements or accounts with us; and (3) any other obligations you have under any agreements or accounts with us will remain in full force and effect. Withdrawal will not affect any Documents we provided to you prior to your withdrawal, and we will send any required further Documents in paper. We will not impose any fee in connection with any withdrawal of consent or any Document provided in paper form.

Signature. You agree that an electronic facsimile of your signature or your electronic agreement carries the full legal weight of a written signature.

Federal Law. You acknowledge and agree that your consent to electronic Documents is being provided in connection with a transaction affecting interstate commerce that is subject to the federal Electronic Signatures in Global and National Commerce Act and that you and we both intend that the Act apply to the fullest extent possible to validate our ability to conduct business with you by electronic means.

Termination and Changes. We reserve the right, in our sole discretion, to terminate or change the terms and conditions on which we provide electronic Documents. We will provide you with notice of any such termination or change as required by law.

By electronically signing this Agreement, you agree to this Disclosure and Consent and are demonstrating that you have access to the necessary software and hardware, have provided us with a current e-mail address, and can receive, open, print, and download a copy or otherwise retain a copy of any electronic Document for your records. You are advised to retain a copy of all electronic Documents as they may not be accessible online or in paper form at a later date.

3. Recurring Payment Authorization

Authorization for Recurring Payments. By electronically signing this Agreement, you authorize us to initiate recurring payments using the payment account indicated above (or any payment account you or your financial institution subsequently provide to use) (collectively, the "Payment Account") (1) in the amounts and on or after the dates set forth for the Subscription Option you have selected on page 1 of this Agreement (i.e., in the amount of the specified Subscription Fee and monthly or quarterly starting on the date of your enrollment) or (2) in any alternative amounts or on any alternative dates to which you and we subsequently agree (collectively, Payments").

Authorization to Vary Amounts. You have the right to receive advance notice if any recurring Payment we seek will vary from the amount authorized above. To exercise this right, please email at livesupport@wellnow.com or telephone at 1- 833-944-4434. Unless you exercise this right, you authorize us to vary the amount of any recurring Payment so long as such Payment is less than the reauthorized amount or no greater than 110% of such amount.

Authorization to Correct Errors and Modify or Combine Payments. In the event that we make an error in processing a Payment, you authorize us to correct the error by initiating an electronic credit or debit using the Payment Account in the amount of such error on or after the date such error occurs. You authorize us to verify the Payment Account information that you have provided to us. If you make a typographical or similar error in providing us with such information, you authorize us to correct the error upon receiving corrected information from you or your financial institution. Instead of or in addition to any Payments described above, you authorize us to initiate electronic debits to your Payment Account for any amount and on any date that you subsequently direct by phone, email or other method we make available. You authorize us to combine multiple Payments that we may be initiating on the same day using your Payment Account into a single Payment.

Reinitiating a Rejected Payment. Unless otherwise limited by law, if any payment under this Authorization is rejected, you authorize us to re-initiate it up to two additional times. However, you agree that we are under no obligation to reinitiate any rejected payment. You understand that your financial institution may impose fees in connection with rejected payments, and you agree that we do not have any liability to you for such fees. If you know that a payment will be rejected by your financial institution (*e.g.*, because there is not enough money available from your Payment Account), you should contact us so that alternate arrangements can be made.

MISCELLANEOUS. You promise that you are an authorized signer or use of the Payment Account. You understand that this Authorization is subject to applicable law and network rules.

5. Miscellaneous

Consent to Automatic Communications

You authorize us to call and send text messages to any number you provide to us with information related to, or about, the Subscription, this Agreement or any relationships or transactions you have with us. You also give us permission to communicate such information to you via email. You understand and agree that, subject to applicable law, we may monitor and/or record any of your phone conversations with any of our representatives for training, quality control, evidentiary, and any other purpose. However, we are not under any obligation to monitor, record, retain, or reproduce such recordings, unless required by applicable law.

We may make telephone calls and send text messages manually or use automated telephone dialing systems, text messaging systems or email to provide messages to you about the Subscription, the Agreement, payment due dates, missed payments, and other important information related to any transactions you have with us. The telephone messages may be played by a machine automatically when the telephone is answered, whether answered by you or someone else, and may include pre-recorded messages. These messages may also be recorded by your answering machine.

You promise that, unless you indicate otherwise, you own or customarily use the telephone numbers and email addresses that you give to us. You also promise to notify us if you discontinue use of any telephone number or email address that you give us. You agree that we will not be liable to you for any calls, text messages or emails, even if information is communicated to an unintended recipient. You understand that, when you receive such calls, text messages, or emails, you may incur a charge from the company that provides you with telecommunications, wireless, and/or Internet services. You agree that we have no liability for such charges. You acknowledge that this consent forms part of a bargained-for exchange. If you have the right to revoke consent to autodialed calls under

applicable law, you may exercise this right only by texting STOP to the number you receive LIV by WellNow text messages from.

Governing Law. Except as otherwise provided in the Arbitration Clause, this Agreement shall be governed by and construed in accordance with the laws of the state of Illinois without regard to conflict of law provisions.

Customer Support. If you need assistance with your Subscription, please contact us at livsupport@wellnow.com or call 1- 833-944-4434. In the event of any conflict between this Agreement and information provided by customer service or other portions of our website, this Agreement will control.

Survival. Except as otherwise provided in the Arbitration Clause, if any provision or provisions of this Agreement shall be held to be invalid, illegal, or unenforceable, the validity, legality and enforceability of the remaining provisions shall remain in full force and effect.

Changes to the Subscription and Agreement. We reserve the right to change, modify, update, add on, discontinue, or retire the Subscription or this Agreement, including any feature of the Subscription, at any time. We will provide notice of the changes to the Subscription or this Agreement by email or as otherwise required by applicable law. Should the Subscription or Agreement require the payment of additional fees, we will provide you with notice and an opportunity to accept such fees. If You decline to accept such fees, we may in our sole discretion terminate your Subscription.

Assignment. We may, without notice to you, assign all of our right, title and interest in this Agreement to another entity. You understand, acknowledge and agree that we or are designated affiliate may sell, assign or transfer your Agreement and all associated documents and information without your consent or notice to you. You may not assign, transfer, sublicense or otherwise delegate your rights or obligations under this Agreement to any other person without our written consent. Any such assignment, transfer, sublicense or delegation in violation of this section shall be null and void.

Privacy Policy. You agree to the use of your information and data as described in our privacy policy available at: liv.wellnow.com/privacypolicy.

6. Arbitration Clause

In consideration for the mutual promises to arbitrate "Disputes," as defined below, for your access to and use of the Platform provided by Company, and for other valuable consideration, you agree to the specific provisions below. This clause ("Clause") is in the form of questions and answers to make it easy to grasp. The parties agree it is legally binding.

Background and Scope

What is arbitration?	An alternative to court.	In arbitration, a third party ("Arbiter") solves Disputes in a hearing ("hearing"). You, related third parties, and we, waive the right to go to court. Such "parties" forgo jury trials.
Is it different from court and jury trials?	Yes.	The hearing is private and less formal than court. Arbiters may limit pre-hearing fact finding, called "discovery." The decision is final. Courts rarely overturn Arbiters.

Who does the Clause cover?	You, Us, and Others.	This Clause governs the parties, their heirs, successors, assigns, and third parties related to any Dispute.
Which Disputes are covered?	All Disputes.	In this Clause, the word "Disputes" has the broadest possible meaning. This Clause governs all "Disputes" involving the parties. This includes all claims even indirectly related to your Subscription, relationship or agreement with us. It includes claims related to setting aside this Clause. It includes claims about the Clause's validity and scope. It even includes threshold claims about whether a particular Dispute is subject to this Clause and whether to arbitrate.
Are you waiving rights?	Yes.	You waive your rights to: 1. Have juries solve Disputes. 2. Have courts, other than small-claims courts, solve Disputes. 3. Serve as a private attorney general or in a representative capacity. 4. Be in a class action.
Are you waiving class action rights?	Yes.	COURTS AND ARBITERS WON'T ALLOW CLASS ACTIONS. You waive your rights to be in a class action, as a representative and a member. Only individual arbitration, or small-claims courts, will solve Disputes. You waive your right to have representative claims. Unless reversed on appeal, if a court invalidates this waiver, the Clause will be void.
What law applies?	The Federal Arbitration Act ("FAA").	This transaction involves interstate commerce. Thus, the FAA governs. If a court finds the FAA doesn't apply, and the finding can't be appealed, then the state law where you were when you signed, governs. The Arbiter must apply substantive law consistent with the FAA. The Arbiter must follow statutes of limitation and privilege claims.
Can the parties try to solve Disputes first?	Yes.	We can try to solve Disputes if you call us at 1- 833-944-4434. If this doesn't solve the Dispute, mail us written notice, within 100 days of the Dispute date. In your notice, tell us the details and how you want to solve it. We will try to solve the Dispute. If we make a written offer ("Settlement Offer"), you can reject it and arbitrate. If we don't solve the Dispute, either party may start arbitration. To start arbitration, contact an Arbiter or arbitration group listed. No party will disclose settlement proposals to the Arbiter during arbitration.
How should you contact us?	By email.	Send email to: livsupport@wellnow.com
Can small-claims court solve some Disputes?	Yes.	Each party has the right to arbitrate, or to go to small-claims court if the small-claims court has the power to hear the Dispute. Arbitration will solve all disputes that the small-claims court does not have the power to hear. If there is an appeal from small-claims court, or if a Dispute

		changes so that the small-claims court loses the power to hear it, then the Dispute will only be heard by an Arbiter.
Do other options exist?	Yes.	Both parties may go to court to use lawful self-help remedies. Both parties may seek remedies in court which don't claim money damages. This includes pre-judgment seizure, injunctions, or equitable relief.
Will this Clause continue to govern?	Yes, unless Otherwise agreed.	The Clause stays effective, unless the parties sign an agreement stating it doesn't. The Clause governs if you rescind the transaction. It governs if you default, renew, prepay, or pay. It governs if you terminate the transaction. It governs if your transaction is impacted by bankruptcy. The Clause remains effective, despite a transaction's termination, amendment, expiration, or performance.

Process

How does arbitration start?	Mailing a notice.	Either party may mail the other a request to arbitrate, even if a lawsuit has been filed. The notice should describe the Dispute and relief sought. The receiving party must mail a response within 20 days. If you mail the demand, you may choose the arbitration group. Or, your demand may state that you want the parties to choose a local Arbiter. If related third parties or we mail the demand, you must respond in 20 days. Your response must choose an arbitration group or propose a local Arbiter. If it doesn't, we may choose the group.
Who arbitrates?	AAA, JAMS, or an agreed Arbiter.	You may select the American Arbitration Association ("AAA") (1-800-778-7879) http://www.adr.org or JAMS (1-800-352-5267) http://www.jamsadr.com . The parties may also agree in writing to a local attorney, retired judge, or Arbiter in good standing with an arbitration group. The Arbiter must arbitrate under AAA or JAMS consumer rules. You may get a copy of these rules from such group. Any rules that conflict with any of our agreements with you, don't apply. If these options aren't available, and the parties can't agree on another, a court may choose the group. The parties will then obtain an Arbiter under such group's rules. Such Arbiter must enforce your agreements with us, as they are written.
Will the hearing be held nearby?	Yes.	The Arbiter will order the hearing within 30 miles of your home or where the transaction occurred.
What about appeals?	Appeals are limited.	The Arbiter's decision will be final. A party may file the Arbiter's award with the proper court. Arbitration will solve appeals of a small-claims court judgment. A party may appeal under the FAA. If the amount in controversy exceeds \$1,500, a party may appeal the Arbiter's finding. Such appeal will be to a 3-Arbiter panel from the same arbitration group. The appeal will be de novo, and solved by majority vote.

Arbitration Fees and Awards

Will we advance Arbitration Fees?	Yes, but you may pay costs.	We advance your "Arbitration Fees" if you ask us to. This includes filing, administrative, hearing, and Arbiter's fees. You pay your attorney fees and other expenses.
Are damages and attorney fees possible?	Yes, if allowed.	The Arbiter may award the same damages as a court. Arbiters may award reasonable attorney fees, and expenses, if allowed by law.
Will you pay Arbitration Fees if you win?	No.	If the Arbiter awards you funds, you don't reimburse us the Arbitration Fees.
Will you ever pay Arbitration Fees?	Yes/No.	If the Arbiter doesn't award you funds, then you may repay the Arbitration Fees. The Arbiter will decide whether you'll pay. If you must pay Arbitration Fees, the amount won't exceed state court costs.
What happens if you win?	You could get more than the Arbiter awarded.	If an Arbiter's award to you exceeds our last Settlement Offer, we will pay 3 amounts. We will pay the greater of the award amount or \$500.00 ("bonus payment"). We will pay your attorney twice the attorney fees conferred ("attorney premium"). If the Arbiter orders, we will pay reasonable expert witness costs and other costs you incurred ("cost premium"). If we never made a Settlement Offer, we will pay the bonus payment, attorney premium, and any cost premium. The Arbiter may order the process for payment. If a law allows you more, this Clause won't prevent such award. We won't seek attorney fees and expenses.
Can an award be explained?	Yes.	A party may request details from the Arbiter, within 14 days of the ruling. Upon such request, the Arbiter will explain the ruling in writing.

Other Options

If you don't want to arbitrate, can you still get a transaction?	Yes. You can get our services and decide not to arbitrate.	Consider these choices: <ol style="list-style-type: none"> 1. Informal Dispute Resolution. Contact us, and attempt to settle any Disputes. 2. Small-claims Court. Seek to solve Disputes in small-claims court, within state law limits. 3. Get an Agreement Without the Clause. Write to us for an Agreement without the Clause. 4. Opt-Out of Arbitration. Sign and then timely opt-out.
Can you opt-out of the Clause?	Yes. Within 60 days.	Write us at the address above within 60 calendar days of signing your agreement to opt-out of the Clause for that agreement. Provide your name, address, account number and date. State that you "opt out." If you opt out, it will only apply to that agreement.

By electronically checking the box on the website, you agree to the terms of this Agreement, including (A) the auto renewal disclosures; (B) the Recurring Payment Authorization; and (C) the Arbitration Clause. You also certify that you have received a completed copy of this entire Agreement.

CAUTION—IT IS IMPORTANT THAT YOU THOROUGHLY READ THE AGREEMENT BEFORE YOU AGREE TO IT.