

MEDBOT MARKETPLACE

PATIENT TERMS OF USE AND PRIVACY POLICY

Effective Date: December 4, 2022

Last Updated: December 4, 2022

Welcome to the MedBot Marketplace (the "MedBot Marketplace"), a convenient, purchasing platform offered by Medtrix Technologies, LLC dba MedBot ("MedBot") where you can easily purchase health-related retail products recommended for you - by your physician!

Specifically, the MedBot Marketplace is a web-based application that enables your healthcare provider ("Healthcare Provider") to send you, the patient ("you") text messages and/or emails recommending products to improve your health and wellness (collectively, "Messages") selected based on your health and wellness needs as indicated by your electronic health records maintained by your Healthcare Provider ("EHR"). Your Healthcare Provider may also send more generalized health and wellness product recommendations from time to time, but most recommendations will be directly related to your specific conditions, including pre-op and post-op product needs.

In this Patient Terms of Use and Privacy Policy you will find:

- I. Your Consent to this Patient Terms of Use and Privacy Policy
- II. SMS/Text Messaging and Email Terms and Conditions
- III. Third-Party Product Disclaimer, Product Ordering and Refund Policy
- IV. General Terms and Conditions
- V. Patient Privacy Policy
- VI. MedBot Contact Information

I. YOUR CONSENT TO THIS PATIENT TERMS OF USE AND PRIVACY POLICY

PLEASE READ THESE PATIENT TERMS OF USE AND PRIVACY POLICY (THESE "TERMS") CAREFULLY. BY CONSENTING TO THESE TERMS, OR BY USING THE MEDBOT MARKETPLACE, YOU EXPRESSLY CONSENT TO ALL OF THE TERMS AND POLICIES SET FORTH HEREIN, WHICH INCLUDES YOUR CONSENT TO RECEIVE MESSAGES FROM YOUR HEALTHCARE PROVIDER, AT THE MOBILE PHONE NUMBER(S) AND/OR EMAIL ADDRESS(ES) YOU HAVE PROVIDED TO YOUR HEALTHCARE PROVIDER, AS MAINTAINED IN YOUR ELECTRONIC HEALTH RECORDS MAINTAINED BY YOUR HEALTHCARE PROVIDER. YOU MAY ALSO BE ASKED TO RE-ACCEPT OUR

THEN-CURRENT TERMS EVERY TIME YOU MAKE ANY USE OF THE MEDBOT MARKETPLACE. REGARDLESS, YOU ARE BOUND BY THESE TERMS IF YOU PROCEED TO USE THE MEDBOT MARKETPLACE IN ANY WAY.

II. SMS/TEXT MESSAGING AND EMAIL TERMS AND CONDITIONS

Consent to receive Messages from your Healthcare Provider is required to purchase products from your Healthcare Provider through the Medbot Marketplace. The MedBot Marketplace is a platform licensed by your Healthcare Provider to better serve you as a patient. MedBot is relying on the consent you have previously given the Healthcare Provider's practice to communicate with you, by text and/or email, including consent to send marketing materials, but we are also taking extra measures to confirm your consent to receive Messages related to the sale of products by including these terms related to Messages and your right to opt out.

Once you have indicated your consent to these Terms, you will be invited to proceed to the MedBot Marketplace patient portal ("[MedBot Portal](#)") where MedBot requires only your first and last name, zip code and date of birth to see Messages from your Healthcare Provider. You can opt out at any time (see opt out instructions below).

Import Medical Safety Notice

MESSAGES SENT TO YOUR EMAIL OR MOBILE PHONE ARE OUTBOUND TO YOU ONLY. YOUR HEALTHCARE PROVIDER WILL NOT RECEIVE MESSAGES IN REPLY TO THE MEDBOT MESSAGES YOU RECEIVE. THEREFORE, IF YOU HAVE A HEALTH EMERGENCY, CALL 911 OR IF YOU NEED TO COMMUNICATE WITH YOUR HEALTHCARE PROVIDER, CONTACT YOUR HEALTHCARE PROVIDER'S OFFICE.

Message Frequency

The number and frequency of Messages that you receive will vary depending upon your account activity and your communications with and recommendations made by your Healthcare Provider. However, MedBot will comply with all applicable laws related to frequency of text and email messaging and is mindful of making this a positive experience for you by not excessively communicating with you.

How to Change How You Receive Messages

If you prefer to only receive Messages via SMS text or only by email, you can change your settings in the MedBot Portal at any time. You cannot change your cell phone number or email address in the MedBot Portal; to make changes to your contact information, please contact your Healthcare Provider's office.

MedBot General Communications

In addition to sending Messages to you from your Healthcare Provider, MedBot reserves the right to use your contact information to communicate with you for the purposes of informing you of applicable offers, changes or additions to the MedBot Marketplace, and changes to these Terms.

How to Opt-Out of MedBot Marketplace Messages

You can opt-out at any time. To stop receiving Messages about product recommendations from your Healthcare Provider, text “STOP” in response to any text Message, click on the UNSUBSCRIBE link in response to any email Message, or access the MedBot Portal and select “opt-out”.

IF YOU OPT OUT OF RECEIVING MESSAGES THROUGH THE MEDBOT MARKETPLACE, YOU HAVE NOT OPTED OUT OF RECEIVING TEXT OR EMAIL COMMUNICATIONS FROM YOUR HEALTHCARE PROVIDER, SUCH AS FOR APPOINTMENT REMINDERS. To opt out of text or email communications from your healthcare provider, contact your healthcare provider directly.

Eligibility to Receive Messages Through MedBot Marketplace

To receive Messages, you must be a resident of the United States, eighteen (18) years of age or older, and authorized to incur any mobile message or data charges incurred by participating which are not charged by MedBot but may be incurred due to your cellular plan. MedBot reserves the right to require you to prove the foregoing to participate in the MedBot Marketplace.

No User Fees

You will not be charged user fees to receive Messages or using the MedBot Marketplace, however, standard message and data rates may apply to each Message sent or received, as provided in your mobile telephone service rate plan. Please contact your mobile telephone carrier for pricing plans and information.

Supported Carriers; Interruption

Access to the MedBot Marketplace should be available through your equipment or mobile device (each, a “Device”) when the Device is within the operating range of your wireless service provider. The MedBot Marketplace may not be available on all Devices or through all wireless carriers, and not all functionalities of the MedBot Marketplace are guaranteed to be available on all Devices, or through all wireless carriers. MedBot may, from time to time, in its discretion and without notice to you, limit the carriers that support the MedBot Marketplace. Certain other carriers may not support the MedBot Marketplace.

Delivery of Messages to your mobile phone or email inbox may fail due to a variety of circumstances or conditions. The MedBot Marketplace is subject to transmission limitation or interruption. You understand and acknowledge that mobile network services and email functionality are outside of MedBot’s control, and MedBot is not responsible or liable for issues

arising therefrom, or the failure thereof, including, without limitation, technical, hardware, software, electronic, network, telephone or other communications malfunctions, errors or failures of any kind, errors in transmission, online traffic congestion, lost or unavailable network connections, telephone connections, wireless phone connections, website, internet, or internet service provider availability, unauthorized human intervention, traffic congestion, incomplete or inaccurate capture of entry information (regardless of cause) or failed, incomplete, garbled, jumbled or delayed transmissions which may limit or restrict your ability to receive Messages, including any injury or damage to your or any other person's Device relating to or resulting from using the MedBot Marketplace. If the MedBot Marketplace is not available within your intended location, you agree that your sole remedy is to cease using the MedBot Marketplace.

Your Contact Information and Use of Personal Health Information

You grant MedBot the right to use certain Personal Information for purposes of providing Messages and to enable you to access the MedBot Marketplace, including but not limited to your name, date of birth, telephone number, mailing/shipping address, and email address ("Personal Information," as further defined in the MedBot Patient Privacy Policy below).

You also grant your consent to the use of your personal health information stored in your EHR to identify products that your Healthcare Provider will recommend to you via Messages, and which you can purchase using the MedBot Marketplace.

You represent that you are the account holder for the mobile telephone number(s) and/or email address(es) that you provide to MedBot or your Healthcare Provider or that you have the account holder's permission to enter the mobile telephone number(s) and/or email address(es) that you provide. You further represent you will not initiate Messages to the mobile phone of any other person or entity by providing contact information for persons other than yourself.

You agree to maintain accurate, complete, and up-to date mobile and/or email information on the MedBot Portal if you intend to continue your use of the MedBot Marketplace. Any updates you make on the MedBot Portal will not update your records with your Healthcare Provider.

III. THIRD-PARTY PRODUCTS DISCLAIMER, PRODUCT ORDERING AND REFUND POLICY

The products offered for sale on the MedBot Marketplace are manufactured and distributed by third-parties, not MedBot. Further, the products recommended to you are selected by your Healthcare Provider, not MedBot.

MEDBOT EXPRESSLY DISCLAIMS ALL WARRANTIES AND MAKES NO REPRESENTATIONS OR CLAIMS ABOUT THE PRODUCTS, THEIR SAFETY OR THEIR SUITABILITY FOR YOU. YOU AGREE THAT NEITHER MEDBOT NOR ANY OF ITS OWNERS, EMPLOYEES, OR CONTRACTORS ("MEDBOT PARTIES") SHALL HAVE ANY LIABILITY OF ANY KIND PURSUANT TO ANY CAUSE OF ACTION

UNDER APPLICABLE LAW, AND MEDBOT SHALL BE HELD HARMLESS FROM ANY AND ALL CLAIMS YOU MAY HAVE RELATED IN ANY WAY TO THE PRODUCTS, THEIR DEFECTS OR ANY PERSONAL INJURY TO YOU THAT MAY GIVE RISE TO A PRODUCT LIABILITY OR ANY OTHER CLAIM FOR DAMAGES.

No Medical Advice Provided.

No medical advice or counsel is given, or shall be deemed to have been given by MedBot or the MedBot Parties.

Product Ordering

All products are initially presented to you through the Messages. You will receive a MedBot Message with a notice of a product recommendation from your Healthcare Provider, and a link to the MedBot Marketplace where you can access the MedBot Portal, view the products recommended to you, place your order and pay for your products, using Stripe (a third-party payment processor). Your order is then processed by a MedBot logistics provider and delivered to your choice of shipping address.

Return Policy

This policy may be updated at any time, but any updates will not apply to products purchased prior to the date the update is posted.

MedBot offers a hassle-free return policy. If you are not satisfied with any purchase made from your Healthcare Provider using the MedBot Marketplace, simply email returns@medbot.com or access the Return Request link on the MedBot Patient Portal. **To be eligible for a refund or exchange, you must request a refund or exchange within thirty (30) days of receiving the product. After thirty (30) days, no requests for refunds or exchanges will be processed.**

At MedBot's discretion, a refund may be issued without requiring you to return the product. You will be refunded for the cost of the returned product and tax associated with the purchase of that product to your original form of payment within 7-10 business days.

If your order included more than one product, you may request a return for one or all of the products delivered to you.

MedBot may inquire about the reason for your return, and we appreciate you answering those questions so that we can improve your experience.

If you are asked to return the product, you will be sent a return mailing slip for free shipping to the appropriate location. If your product is returned, MedBot will not take title to the refunded item. MedBot is a marketplace that facilitates the sale of health and wellness products from

healthcare providers to their patients. MedBot is not the manufacturer, distributor or logistics company.

If the product you ordered was damaged upon delivery and you want an exchange, MedBot will process a refund and you can re-order the product.

IV. GENERAL TERMS AND CONDITIONS

Changes to the Terms

These Terms may only be amended, updated, or modified in writing by MedBot as set forth in these Terms. MedBot will use commercially reasonable efforts to provide notice to you of any material changes to these Terms. Within three (3) calendar days of posting changes to these Terms (or three (3) calendar days from the date of notice, if such notice is provided), they will be binding on you. If you do not agree with the changes, you should discontinue using MedBot Marketplace and terminate these Terms immediately as set forth herein by exercising your right to opt out of Messages, as provided hereinabove. If you continue using Messages after such three (3) calendar-day period, you will be deemed to have accepted the changes to these Terms.

Termination and Suspension of Services

MedBot may suspend or terminate your receipt of Messages and use of the MedBot Marketplace if MedBot believes you are in breach of these the Terms or other terms to which you consent through the MedBot Portal. Your receipt of Messages is also subject to termination in the event that your mobile telephone or email account service terminates or lapses. MedBot reserves the right to modify or discontinue, temporarily or permanently, all or any part of the Messages and the MedBot Marketplace, for any reason, with or without notice to you.

Access to the MedBot Marketplace; License.

Subject to your compliance with all Terms, MedBot hereby grants you a non-exclusive, non-transferable right to access and use the MedBot Marketplace solely for your personal use as a patient of a Healthcare Provider who has subscribed to use the MedBot Marketplace. Such use is limited to your use, using the user ID and password or other credentials you set up to access the MedBot Portal and purchase products.

Proprietary Rights and Ownership

MedBot and the MedBot Marketplace is owned, trademarked and copyrighted by MedBot, and is protected by United States copyright, trademark and other state, federal, and international intellectual property laws. Through use of the MedBot Marketplace, you may have access to information, communications, software, photos, text, video, graphics, music, sound, images, and other materials owned, trademarked or copyrighted by MedBot ("Content"). You do not have any ownership interest in the Content, the MedBot Marketplace, or improvements and

modifications to the MedBot Marketplace. Nothing in this Agreement shall be construed to transfer any of MedBot's proprietary or intellectual property rights to you. Except to the extent permitted by law, you may not modify, distribute, prepare derivative works of, reverse engineer, reverse assemble, disassemble, decompile, or otherwise attempt to decipher any code in connection with the MedBot Marketplace and/or any other aspect of MedBot's technology.

Idea Submissions

We welcome specific comments regarding the MedBot Marketplace. If you send MedBot creative suggestions, ideas, notes, drawings, concepts or other information (collectively "Information"), the Information shall be deemed, and shall remain, the property of MedBot. None of the Information shall be subject to any obligation of confidentiality on the part of MedBot and MedBot shall not be liable or owe any compensation for any use or disclosure of the Information.

Confidential Information

You agree to keep confidential and safeguard, using commercially reasonable means, all MedBot information you may view or obtain through your use of the MedBot Marketplace.

Limitations of Liability

TO THE FULLEST EXTENT PERMITTED BY APPLICABLE LAW, IN NO EVENT WILL MEDBOT OR THE MEDBOT PARTIES HAVE ANY LIABILITY ARISING FROM OR RELATED TO:

(a) MESSAGING YOU THROUGH TEXT OR EMAIL, UNLESS YOU OPTED OUT DIRECTLY BY: (i) TEXTING "STOP" IN RESPONSE TO A TEXT MESSAGE, (ii) UNSUBSCRIBING TO AN EMAIL MESSAGE, OR (iii) SELECTING THE OPT-OUT OPTION IN THE MEDBOT PORTAL, AND AFTER OPTING OUT BY ANY OF THE ABOVE DESCRIBED METHODS, MEDBOT FAILED TO UPDATE ITS RECORDS.

(b) PRODUCTS YOU PURCHASE FROM YOUR HEALTHCARE PROVIDER THROUGH THE MEDBOT MARKETPLACE, INCLUDING BUT NOT LIMITED TO PRODUCT LIABILITY, INJURIES RESULTING FROM USE OF THE PRODUCTS OR INABILITY TO USE THE PRODUCTS DUE TO FAILURE BY MEDBOT'S THIRD PARTY LOGISTICS PROVIDER TO DELIVER THE PRODUCTS (OTHER THAN A REFUND TO WHICH YOU WOULD BE ENTITLED), FALSE CLAIMS OR MISLEADING LABELING, OR ANY OTHER CLAIM ARISING FROM OR ASSOCIATED WITH THE PRODUCTS MARKETED TO YOU OR PURCHASED BY YOU.

(c) DATA BREACHES OR CREDIT CARD PROCESSING ERRORS OF ANY KIND MADE BY MEDBOT'S THIRD PARTY PAYMENT PROCESSOR (CURRENTLY STRIPE), OVER WHICH MEDBOT HAS NO CONTROL.

(d) DATA BREACHES OR PRODUCT DAMAGE OR DELAYED DELIVERIES OF ANY KIND MADE BY MEDBOT'S THIRD PARTY LOGISTICS PROVIDER (ALTHOUGH PRODUCT REFUNDS ARE OFFERED BY MEDBOT)

(e) PERSONAL INJURY, PROPERTY DAMAGE, COST OF SUBSTITUTE GOODS OR SERVICES, LOSS OF DATA, TECHNOLOGY DEVICE FAILURE OR MALFUNCTION, OR ANY OTHER CONSEQUENTIAL, INCIDENTAL, INDIRECT, EXEMPLARY, SPECIAL, OR PUNITIVE DAMAGES.

(f) DIRECT DAMAGES IN AMOUNTS THAT IN THE AGGREGATE EXCEED THE GREATER OF (i) ONE (1) HUNDRED DOLLARS (\$100.00) OR (ii) THE AGGREGATE DOLLAR VALUE OF THE PRODUCTS YOU PURCHASED USING THE MEDBOT MARKETPLACE IN THE SIX (6) MONTH PERIOD PRECEDING THE EVENT GIVING RISE TO THE CLAIM, NOT TO EXCEED \$2,500.00.

THE FOREGOING LIMITATIONS WILL APPLY WHETHER SUCH DAMAGES ARISE OUT OF BREACH OF CONTRACT, TORT (INCLUDING NEGLIGENCE), OR OTHERWISE AND REGARDLESS OF WHETHER SUCH DAMAGES WERE FORESEEABLE OR MEDBOT WAS ADVISED OF THE POSSIBILITY OF SUCH DAMAGES. SOME JURISDICTIONS DO NOT ALLOW CERTAIN LIMITATIONS OF LIABILITY SO SOME OR ALL OF THE ABOVE LIMITATIONS OF LIABILITY MAY NOT APPLY TO YOU.

Governing Law

The Agreement is governed by and construed in accordance with the internal laws of the State of Florida without giving effect to any choice or conflict of law provision or rule that would require or permit the application of the laws of any jurisdiction other than those of the State of Florida. Any legal suit, action, or proceeding arising out of or related to these Terms or the MedBot Marketplace will be instituted exclusively in the federal courts of the United States or the courts of the State of Florida in each case located in the city of Tampa and County of Hillsborough, and you irrevocably submit to the exclusive jurisdiction of such courts in any such suit, action, or proceeding.

MUTUAL WAIVER OF JURY TRIAL. BECAUSE DISPUTES ARISING IN CONNECTION WITH SOFTWARE PLATFORMS ARE MOST QUICKLY AND ECONOMICALLY RESOLVED BY AN EXPERIENCED EXPERT AND THE PARTIES WISH APPLICABLE STATE AND FEDERAL LAWS TO APPLY (RATHER THAN ARBITRATION RULES), THE PARTIES DESIRE THAT THEIR DISPUTES BE RESOLVED BY A JUDGE APPLYING SUCH APPLICABLE LAWS. THEREFORE, TO ACHIEVE THE BEST COMBINATION OF THE BENEFITS OF THE JUDICIAL SYSTEM AND OF ARBITRATION, EACH PARTY TO THIS AGREEMENT HEREBY WAIVES ALL RIGHTS TO TRIAL BY JURY IN ANY ACTION, SUIT, OR PROCEEDING BROUGHT TO RESOLVE ANY DISPUTE BETWEEN OR AMONG ANY OF THE PARTIES HERETO, WHETHER ARISING IN CONTRACT, TORT, OR OTHERWISE, ARISING OUT OF, CONNECTED WITH, RELATED OR INCIDENTAL TO THIS AGREEMENT, THE TRANSACTIONS CONTEMPLATED HEREBY AND/OR THE RELATIONSHIP ESTABLISHED AMONG THE PARTIES HEREUNDER.

V. MEDBOT PATIENT PRIVACY POLICY

Effective Date: December 4, 2022

Last Updated: December 4, 2022

This Privacy Policy (the "Policy") applies to your use of the MedBot Marketplace (the "MedBot Marketplace" or the "Services") provided by Medtrix Technologies, LLC d/b/a MedBot ("MedBot," "we," "us" or "our").

The MedBot Marketplace is a web-based application that enables your healthcare provider ("Healthcare Provider") to send you, the patient ("you") text messages and/or emails recommending products to improve your health and wellness (collectively, "Messages") selected based on your health and wellness needs as indicated by your electronic health records maintained by your Healthcare Provider ("EHR"). Your Healthcare Provider may also send more generalized health and wellness product recommendations from time to time, but most recommendations will be directly related to your specific conditions, including pre-op and post-op product needs.

We respect your privacy and are committed to protecting any information that identifies, relates to, describes, references, or may be reasonably associated with or linked to you or your household, such as your name, date of birth, mailing address, email address and other similar information that you may provide us or we may receive through your use the Services, including any EHR Data (as defined below) retrieved from your EHR (collectively, "Personal Information").

By using the Services, you acknowledge you have read and understood the terms and conditions of this Privacy Policy. If you do not agree to the terms and conditions of this Privacy Policy, please do not use the Services.

1. Purpose of the Privacy Policy

The purpose of this Policy is to describe the collection, use and disclosure of Personal Information that is collected through the Services.

2. Collection of Information

During your use of the Services, the types of Personal Information we may collect includes:

- Your name
- Your date of birth
- Your address / zip code (for billing and for shipping)
- Your mobile phone number
- Your email address
- Your product order history and related information
- Other Personal Information voluntarily disclosed by you
- Unique device identifier (solely by way of our cloud computing provider, Azure)

In addition to the information collected above, your Healthcare Provider may either directly enter the following data into the MedBot Marketplace platform, or MedBot’s backend API may receive the following Personal Information from your EHR (“EHR Data”):

- Patient demographics (your name, address, date of birth, email, telephone and similar data points)
- Diagnostic codes (insurance billing codes associated with various medical procedures)
- Billing/payment information (MedBot does not collect your payment information but such information may be funneled to a third-party payment processor. See Section 3 for details)
- Healthcare Provider information (information about your physician and/or physician’s practice)

We will collect, or have collected, the following Personal Information from users of our Services in the last 12 months:

Category of Personal Information	Source(s) of Personal Information	Business Purpose(s) for Collection / Disclosure	Third Parties Personal Information is Disclosed To
<p>Identifiers</p> <p>(such as your real name or alias, postal address, a unique personal identifier, an online identifier (such as your Internet Protocol or “IP” address), email address, account name, or other similar identifiers)</p>	<p>Directly from you</p> <p>Indirectly from you (e.g., from using our Services)</p> <p>From a third party, such as your Healthcare Provider</p>	<p>To fulfill or meet the reason the Personal Information was provided, e.g., to promote or provide the Services, respond to an inquiry from you, or process or fulfill your order for a product offered by or through the Services</p>	<p>Information required to ship products to you (such as your mailing address and product information) is provided to our logistics provider(s)</p> <p>Your IP address may be collected by Microsoft Azure (“Azure”) through integrations built into the Services, solely for purposes of providing cloud services used to support the Services, however this data will not otherwise be disclosed by us or Azure.</p>

Category of Personal Information	Source(s) of Personal Information	Business Purpose(s) for Collection / Disclosure	Third Parties Personal Information is Disclosed To
<p>Private, Non-Public Personal Information</p> <p>(such as your name, demographic information, and other EHR Data)</p>	<p>Directly from you</p> <p>From a third party, such as your Healthcare Provider</p>	<p>To fulfill or meet the reason the Personal Information was provided, e.g., to promote or provide the Services, respond to an inquiry from you, or process or fulfill your order for a product offered by or through the Services</p>	<p>None, other than certain select Personal Information provided to our logistics provider(s) for purposes of shipping products to you</p>
<p>Protected Classification Information</p> <p>(such as age, sex, medical condition)</p>	<p>Directly from you</p> <p>From a third party, such as your Healthcare Provider</p>	<p>To fulfill or meet the reason the Personal Information was provided, e.g., to promote or provide the Services, respond to an inquiry from you, or process or fulfill your order for a product offered by or through the Services</p>	<p>None; provided, however that our logistics provider(s) may be able to infer a medical condition based on products that you order</p>
<p>Commercial Information</p> <p>(such as records of products or services purchased, obtained, considered, returned, or cancelled, or other purchasing or consuming histories or tendencies)</p>	<p>Indirectly from you (e.g., from your use of our Services)</p>	<p>Only for purposes of compiling Deidentified Analytics (as defined in Section 4)</p>	<p>None; such Commercial Information is only shared to third parties in an aggregated, deidentified form</p>

We retain and store your Personal Information only for as long as we have a legitimate business purpose to do so and in accordance with our data retention policies or as required by applicable law, and then we will delete it.

3. Use of Information

We use the Personal Information we collect from you for the following purposes:

- To provide you with the Services.
- To send you marketing communications (i.e., MedBots from your Healthcare Provider(s)).
- To respond to your requests and inquiries.
- To improve user experiences by making our Services easier to use and navigate.
- For other legitimate business purposes.

Payment Processing. Payment information such as your credit card, debit card or financial account number maybe submitted by you or pulled from your EHR Data through a secure interface which links directly to a third-party payment processor (e.g., PayPal, Stripe), and such information is not accessible to or collected by MedBot. All data collection by our payment processors is subject to such payment processor's respective privacy policy. Please read the privacy policy for our current payment processors, Stripe and PayPal, below:

- **Stripe:** <https://stripe.com/privacy>
- **PayPal:** <https://www.paypal.com/us/webapps/mpp/ua/privacy-full>

4. Sharing and Disclosure of Information

We do not disclose your Personal Information, except as provided in this Privacy Policy and for the legitimate business purposes set forth herein. If we disclose Personal Information for a business purpose, we will ensure that any third party receiving Personal Information is obligated to keep such Personal Information confidential and not use or it for any purpose except for the business purpose for which it was disclosed.

We may share or disclose information to the following categories of third parties and for the reasons set forth below:

- **MedBot Employees and Contractors.** We may disclose your Personal Information to any employee or independent contractor of MedBot who requires such Personal Information in order to fulfill your requests using the Services. We will ensure that any Personal Information is provided to such personnel only to the extent necessary and that such personnel are required to treat it as confidential information.

- Logistics Providers. We may disclose Personal Information, such as your shipping address, to our logistics provider for purposes of shipping you any products purchased using the Services.
- Business Transaction. We may disclose your Personal Information in the course of any reorganization process including, but not limited to, a merger, acquisition, or sale of all or substantially all of our assets, or upon a change in control, subject to confidentiality requirements.
- As Required by Law. We may disclose your Personal Information to law enforcement, government agencies, and other related third parties, in order to comply with the law, enforce our policies, or protect our or others' rights, property or safety.

Deidentified Analytics. We do not sell your Personal Information, except for aggregated, de-identified information and data (i.e., data and information which does not identify you or your household, hereinafter "Deidentified Information"). Such Deidentified Information is only provided to the following types of third parties for purposes of providing insight into product performance and related metrics for products sold using the Services ("Deidentified Analytics"):

- Healthcare Providers. We may provide participating healthcare providers with Deidentified Analytics in the form of information about products marketed and purchased using the Services and associated aggregated, deidentified data;
- Product Providers. We may provide certain third parties that provide, manufacture, and/or sell or resell products on or through the Services with Deidentified Analytics in the form of information about products marketed and purchased using the Services and associated aggregated, deidentified data.

SUBJECT TO APPLICABLE STATE AND FEDERAL LAW, INCLUDING BUT NOT LIMITED TO OUR OBLIGATIONS UNDER THE HEALTH INSURANCE PORTABILITY AND ACCOUNTABILITY ACT OF 1996 ("HIPAA"), AS AMENDED, AND THE HEALTH INFORMATION TECHNOLOGY FOR ECONOMIC AND CLINICAL HEALTH ACT OF 2009, AS AMENDED, WE MAY LICENSE, SELL, OR OTHERWISE SHARE DEIDENTIFIED INFORMATION WITH OUR SUBSIDIARIES, AFFILIATES, PARTNERS, CUSTOMERS, INVESTORS, AND CONTRACTORS FOR ANY PURPOSE. YOU AGREE AND ACKNOWLEDGE THAT MEDBOT IS THE SOLE AND EXCLUSIVE OWNER OF ANY DEIDENTIFIED INFORMATION (INCLUDING THE DEIDENTIFIED ANALYTICS) CREATED BY MEDBOT AND THAT YOU HAVE NO OWNERSHIP OR OTHER INTELLECTUAL PROPERTY RIGHTS IN OR TO SUCH DEIDENTIFIED INFORMATION.

5. How We Use Cookies and Similar Technologies

The MedBot Marketplace does not use cookies, however, our service providers may use cookies, web beacons, and other similar technologies in connection with the Services. Our third-party payment processors may use cookies or other tracking technologies for functionality and security purposes.

There are several ways to manage cookies. Please check your browser and browser settings to determine where these types of cookies are stored and whether and how they may be deleted. The help portion of the toolbar on most browsers will tell you how to prevent your browser from accepting new cookies, how to have the browser notify you when you receive a new cookie, or how to disable most cookies altogether. Please note that if cookies are disabled or removed, not all features of the services you intend to use (e.g., a request to process a payment) will operate as intended.

6. Collection and Use of Information from Children

Our Services are not intended for children under the age of eighteen (18). We do not knowingly collect Personal Information from children, and our Services are not designed to attract children under the age of eighteen (18). In the event that we learn that a child under the age of eighteen (18) has provided Personal Information to us, we will delete such Personal Information as soon as possible.

7. Third Party Links

When you use our Services, there may be links and you may be directed to third party websites. We are not responsible for the privacy practices or content of such other sites. If you have any questions about how these other sites use your information, you should review their policies and contact them directly.

8. Opt-Out

At any time you may opt-out from receiving Messages (as defined in the Patient Terms of Use). To opt out, please refer to the method of opting out set forth in the Patient Terms of Use, which are incorporated herein by reference.

PLEASE NOTE THAT IF, AFTER OPTING IN TO RECEIVE MEDBOT MESSAGES, YOU DECIDE TO DISCONTINUE YOUR USE OF THE SERVICES, YOU MUST OPT OUT USING THE METHOD DESCRIBED IN THE TERMS OF USE. PLEASE BE ADVISED THAT IF YOU OPT OUT OF RECEIVING MESSAGES THROUGH THE MEDBOT MARKETPLACE, YOU HAVE NOT OPTED OUT OF RECEIVING TEXT OR EMAIL COMMUNICATIONS FROM YOUR HEALTHCARE PROVIDER, SUCH AS FOR APPOINTMENT REMINDERS.

9. Security

We implement reasonable security measures to ensure the security of your Personal Information. Please understand, however, that no data transmissions over the internet can be guaranteed to be 100% secure. Consequently, we cannot ensure or warrant the security of any information you transmit to us and you understand that any information that you transfer to us is done at your own risk. If we learn of a breach of our security systems, we may attempt to notify you electronically so that you can take appropriate protective steps. By using our Services

or otherwise providing information to us, you agree that we can communicate with you electronically regarding security, privacy and administrative issues relating to your use of the Services. We may post a notice via our Services if a security breach occurs. We may also send an email to you at the email address you have provided to us in these circumstances. Depending on where you live, you may have a legal right to receive notice of a security breach in writing.

10. Assignment

In the event that all or part of our assets are sold or acquired by another party, or in the event of a merger, you grant us the right to assign any of your Personal Information collected via the Services.

11. Your California Privacy Rights

From January 1, 2020, many California consumers now have the following rights:

- **Right to know.** You have the right to request information about the categories and specific pieces of Personal Information we have collected about you, as well as the categories of sources from which such Personal Information is collected, the purpose for collecting such information, and the categories of third parties with whom we share such information (please see Sections 1 – 5 above). You also have the right to request information about our sale or disclosure for business purposes of your Personal Information to third parties in the preceding 12 months. You may also request a copy of the Personal Information we have collected, and upon request, we will provide this information to you in electronic form.
- **Right to delete.** You have the right to request the deletion of your Personal Information, subject to certain exceptions.
- **Right to opt-out of sale.** You have the right to opt out of the sale of your Personal Information to third parties. Note that we do not and will not sell your Personal Information, other than in its de-identified form (i.e., Deidentified Information), as set forth in this Privacy Policy.
- **Right to non-discrimination.** You have the right to not be discriminated against for exercising any of these rights.

If you would like to exercise one or more of the rights above, please contact us using the contact information provided below. If you are emailing, please write “Data Subject Request” as your subject line, and explicitly state which right you are exercising in the body of the email. You may designate an authorized agent to make a request on your behalf. Such authorized agent must be registered with the California Secretary of State. We may deny a request from an agent that does not submit proof that they have been authorized by you to act on your behalf.

Additionally, California Civil Code Section 1798.83 permits users who are California residents to request certain information regarding our disclosure of Personal Information to third parties for

their direct marketing purposes. To make such a request, please email us using the contact information provided below and put “Shine the Light” in the subject line of your request.

When submitting a request, we may need to take certain steps to ensure that we are receiving a verifiable consumer request before completing your request, and, for example, may ask for you to confirm data points we already have about you. We will only use Personal Information provided in a verifiable consumer request to verify the requestor’s identity or authority to make the request. Whenever feasible for verification, we will match the identifying information provided by you to the Personal Information already maintained by us. If, however, we cannot verify your identity from the information already maintained by us, we may request additional information.

12. Changes to This Privacy Policy

We reserve the right to change this Privacy Policy from time to time. When we do, we will also revise the “Last Updated” date at the top. If we make material changes, we will notify you by placing a prominent notice on our Services. We encourage you to periodically review this Privacy Policy to keep up to date on how we are handling your Personal Information.

VI. CONTACT US

- Support: for technical support email: support@medbot.com
- Product Returns: If you are not satisfied with any purchase made from your Healthcare Provider using the MedBot Marketplace, simply email returns@medbot.com or access the Return Request link on the MedBot Patient Portal.
- Privacy Policy: If you have any questions, comments or concerns our privacy practices or this Privacy Policy, or to exercise any of your rights, please contact us at:

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