

Terms of Service

Last Updated August 1, 2023 (Effective Date)

We hope you love using Thunderbolt. We really do. This document contains important information that you need to consider before using Thunderbolt.

Thunderbolt Health, LLC. (d/b/a Thunderbolt) (“Thunderbolt,” “we,” “us,” “our”) provides its services (described below) to you (“you”) through its website located at www.ThunderboltHealth.com (the “Site”) and through its mobile applications (the “App”), and through its related services, content, tools, widgets, software, API(s), and/or other product(s), service(s), data, or information supplied to you by Thunderbolt (collectively, including any new features and applications, and the Site and the App, the “Service(s)”), subject to the following Terms of Service (as amended from time to time, the “Terms of Service”).

USE OF OUR SERVICES IS NOT APPROPRIATE FOR EMERGENCIES. IF YOU THINK YOU HAVE A MEDICAL OR MENTAL HEALTH EMERGENCY, OR IF AT ANY TIME YOU ARE CONCERNED ABOUT YOUR CARE OR TREATMENT, CALL 911 OR GO TO THE NEAREST OPEN CLINIC OR EMERGENCY ROOM. This agreement is the user agreement (the “Agreement”) for Thunderbolt. This Agreement describes the terms and conditions applicable to your use of our services available under the domain and sub-domains of the Site. If you do not agree to be bound by the terms and conditions of this Agreement, do not access the Site or use the Services. As discussed below, we reserve the right, at our sole discretion, to change or modify portions of these Terms of Service at any time. Your continued use of the Service after the date any such changes become effective constitutes your acceptance of the new Terms of Service.

In addition, when using certain services, you may be subject to any additional terms and conditions applicable to you as a Thunderbolt user, including, without limitation, the Privacy Policy located at <https://ThunderboltHealth.com/privacy> (“Privacy Policy”). You must read, agree with and accept all of the terms and conditions contained in this Agreement and the Privacy Policy, which include those terms and conditions expressly set out below and those incorporated by reference, before you may use the Site.

PLEASE READ THE FOLLOWING CAREFULLY AS IT CONTAINS AN AGREEMENT TO ARBITRATE AND OTHER IMPORTANT INFORMATION REGARDING YOUR LEGAL RIGHTS, REMEDIES, AND OBLIGATIONS. THE AGREEMENT TO ARBITRATE REQUIRES (WITH LIMITED EXCEPTION) THAT YOU SUBMIT CLAIMS YOU MAY HAVE AGAINST US TO BINDING AND FINAL ARBITRATION, AND FURTHER (1) YOU WILL ONLY BE PERMITTED TO PURSUE CLAIMS AGAINST THUNDERBOLT ON AN INDIVIDUAL BASIS, NOT AS A PLAINTIFF OR CLASS MEMBER IN ANY CLASS OR REPRESENTATIVE ACTION OR PROCEEDING, (2) YOU WILL ONLY

BE PERMITTED TO SEEK RELIEF (INCLUDING MONETARY, INJUNCTIVE, AND DECLARATORY RELIEF) ON AN INDIVIDUAL BASIS, AND (3) YOU MAY NOT BE ABLE TO HAVE ANY CLAIMS YOU HAVE AGAINST US RESOLVED BY A JURY OR IN A COURT OF LAW. BY USING THIS SITE, YOU SIGNIFY YOUR ACCEPTANCE OF THESE TERMS OF SERVICE. IF YOU DO NOT AGREE WITH ANY OF THE TERMS AND CONDITIONS CONTAINED IN THE TERMS OF SERVICE, PLEASE DO NOT USE THESE SERVICES.

1. Access Rights and Use of the Services

Services Description: Thunderbolt is a platform that facilitates the marketing and sale of health care services by health care providers (“Providers”) to patients, including you (“you” or “Patient(s)”) searching for health care services and Providers thereof, prescription services as described herein, and the scheduling of and payment for health care services and/or prescription services by you. Users of the Site shall be considered as either “Guests” or “Members.” Guests are allowed access to a minimal level of Services available on the Site, and access to some features may be limited. To benefit from all of the Services offered by Thunderbolt and access additional features that are not otherwise available to Guests, you must register as a Member and provide certain information about yourself, which you permit Thunderbolt to use and disclose as provided in our Privacy Policy. A user of the Site may also be classified by the Site as an “Inactive Member.” An Inactive Member is a user of the Site who was at one time a Member but now no longer has access to additional features or Services.

Medical Advice Disclaimer: AS FURTHER SPECIFIED HEREIN, YOU ACKNOWLEDGE AND AGREE THAT THUNDERBOLT DOES NOT PROVIDE ANY MEDICAL SERVICES NOR MEDICAL ADVICE AND DOES NOT MAKE ANY REPRESENTATIONS, WARRANTIES, GUARANTEES OR ENDORSEMENTS REGARDING ANY MEDICAL SERVICES OR ADVICE THAT YOU MAY OBTAIN THROUGH THE SITE AND/OR THE SERVICES. NEVER DISREGARD PROFESSIONAL MEDICAL ADVICE OR DELAY SEEKING MEDICAL TREATMENT BECAUSE OF SOMETHING YOU HAVE READ ON OR ACCESSED THROUGH THE SITE. IF YOU THINK YOU MAY HAVE A MEDICAL EMERGENCY, CALL YOUR DOCTOR OR YOUR LOCAL EMERGENCY NUMBER IMMEDIATELY.

NO HEALTH CARE PROVIDER/ PATIENT RELATIONSHIP IS CREATED WHEN YOU USE THE SERVICES. THUNDERBOLT IS NEITHER RESPONSIBLE NOR LIABLE FOR ANY ADVICE, COURSE OF TREATMENT, DIAGNOSIS OR ANY OTHER THIRD PARTY INFORMATION, SITE, PRODUCT, OR SERVICE THAT YOU PURCHASE OR ACCESS THROUGH THE SITE.

THUNDERBOLT IS NOT A PHARMACY NOR DOES IT PERFORM PHARMACY SERVICES INCLUDING ADVICE ON PRESCRIPTION MEDICATION. YOU ACKNOWLEDGE THAT FOR ANY ADVICE OR QUESTIONS RELATED TO MEDICATION, YOU SHOULD CONTACT YOUR PHARMACIST OR HEALTHCARE PROVIDER.

The inclusion of any health care provider on the Services shall not be considered as an endorsement of such health care provider by Thunderbolt and shall not in any way mean that Thunderbolt has conducted any due diligence or other investigation regarding the health care provider.

Your Registration Obligations: You may be required to register with Thunderbolt in order to access and use certain features of the Service and become a Member. If you choose to register for the Service, you agree to provide and maintain true, accurate, current and complete information about yourself as prompted by the Service's registration form. Registration data, any health data that you may upload to the Service and certain other information about you are governed by our Privacy Policy. If you are under 18 years of age, you are not authorized to use the Service, with or without registering.

Our Service is currently only available to individuals who are located in states in which we offer the Service, are at least eighteen (18) years of age or older, or at least the age of majority in their jurisdiction of residence, if higher than eighteen (18), and who have accepted this Agreement. By visiting, accessing, registering with or using the Service, you are (a) representing and warranting to us that you satisfy all of these eligibility requirements, (b) representing and warranting that when you use the Service to consult with a Provider, you are located in the same state as the shipping address you provide in your account, (c) agreeing to comply with all applicable laws in visiting, accessing, registering with our using the service, and (d) agreeing that you will only use the Service for lawful purposes. Our Service is subject to state regulations and may change from time to time due to changes in applicable regulatory requirements.

Member Account, Password and Security: You are responsible for maintaining the confidentiality of your password and account, if any, and are fully responsible for any and all activities that occur under your password or account. Thunderbolt is entitled to act on instructions received under your password. You agree to (a) immediately notify Thunderbolt of any unauthorized use of your password or account or any other breach of security, and (b) ensure that you exit from your account at the end of each session when accessing the Service. Thunderbolt is not responsible for any actions taken or transaction made to or from your accounts by any other party using your password, and Thunderbolt will not be liable for any loss or damage arising from your failure to comply with this Section.

Modifications to Our Service: Thunderbolt reserves the right to modify or discontinue, temporarily or permanently, the Service (or any part thereof) with or without notice. You agree that Thunderbolt will not be liable to you or to any third party for any modification, suspension or discontinuance of the Service.

General Practices Regarding Use and Storage of Your Information: You acknowledge that Thunderbolt may establish general practices and limits concerning use of the Service, including without limitation the maximum period of time that data or other content will be retained by the Service and the maximum storage space that will be allotted on Thunderbolt's servers on your behalf. You agree that Thunderbolt has no responsibility or liability for the deletion or failure to store any data or other content maintained or uploaded by the Service. You acknowledge that Thunderbolt reserves the right to terminate accounts that are inactive for an extended period of time. You further acknowledge that Thunderbolt reserves the right to change these general practices and limits at any time, in its sole discretion, with or without notice. Notwithstanding the foregoing, any health data that you may upload to the Service shall be maintained in accordance with the requirements under HIPAA and applicable state data privacy and medical records laws.

Mobile Services: The Service includes certain services that are available via a mobile device, including (i) the ability to upload content to the Service via a mobile device and (ii) the ability to browse the Service and the Site from a mobile device (collectively, the "Mobile Services"). To the extent you access the Service through a mobile device, your wireless service carrier's standard charges, data rates and other fees may apply. In addition, downloading, installing, or using certain Mobile Services may be prohibited or restricted by your carrier, and not all Mobile Services may work with all carriers or devices. By using the Mobile Services, you agree that we may communicate with you regarding Thunderbolt and other entities by SMS, MMS, text message or other electronic means to your mobile device and that certain information about your usage of the Mobile Services may be communicated to us. In the event you change or deactivate your mobile telephone number, you agree to promptly update your Thunderbolt account information to ensure that your messages are not sent to the person that acquires your old number.

2. Electronic Communications

When you visit the Site or send e-mails to us, you are communicating with us electronically and you consent to receive communications from us electronically. We will communicate with you by e-mail or by posting notices on this Site. You agree that all agreements, notices, disclosures and other communications that we provide to you electronically satisfy any legal requirement that such communications be in writing.

By using the Site, you acknowledge and agree that Thunderbolt will send Member e-mails relating to your Member account and Thunderbolt promotions. You can opt out of your subscription to Thunderbolt's e-mail services at any time by logging in to the Site and changing your notification preferences. You may also be able

to unsubscribe to special promotional e-mails by clicking on the unsubscribe link in any of our e-mail communications, under opt-in preferences.

By using the Site and opting to receive emails, text messages, and electronic communications, you acknowledge and agree that Thunderbolt will be transmitting certain of your health information, electronically. You acknowledge and agree that while Thunderbolt takes commercially reasonable steps to protect the privacy and security of your health information, no system is completely secure. You may choose not to receive emails or text messages any time by unsubscribing.

You acknowledge and agree that you are solely responsible for providing Thunderbolt with accurate contact information, including your mobile device number and email address, where we may send communications containing your health information. Thunderbolt is not responsible for user errors and omissions.

3. Your Use of the Services

You agree to use the Services only to help you find a health care provider for yourself or another person. You are solely responsible for all images, information, data, text, messages or other materials (“content”) that you upload, post, publish or display (hereinafter, “upload”) or email or otherwise use via the Service. You will ensure that all content you upload or share complies with all applicable laws, rules and regulations, is appropriate and non-offensive, and that you have all necessary rights to use, share, and/or upload such content, without infringing any third party rights. Thunderbolt reserves the right to investigate and take appropriate legal action against anyone who, in Thunderbolt’s sole discretion, violates this provision, including without limitation, removing the offending content from the Service, suspending or terminating the account of such violators and reporting you to the law enforcement authorities. You agree to not use the Service in a manner that Thunderbolt determines, in its sole discretion, is illegal or improper.

Fees: In the event you choose to use the Services to schedule and pay out of pocket for health care services, you will be required to provide Thunderbolt or Thunderbolt's financing partner with information regarding your credit card or other payment instrument. You represent and warrant to Thunderbolt that such information is true and that you are authorized to use the payment instrument. You will promptly update your account information with any changes (for example, a change in your billing address or credit card expiration date) that may occur. You agree to pay Thunderbolt the amount that is specified in the payment plan in accordance with the terms of such plan and this Terms of Service. If you dispute any charges you must let Thunderbolt know within sixty (60) days after the date that Thunderbolt charges you. You shall be responsible for all taxes associated with the Services. Providers may choose to offer financing for health care services they list for sale on the Thunderbolt Service.

Further, we have no control over, and cannot guarantee the availability of, any health care provider at any particular time. Thunderbolt is not liable for any cancelled or unfulfilled appointments, or any injury or loss resulting from the foregoing, or for any other injury or loss related to your use of the Site or Services.

Cancellation: Thunderbolt's cancellation policy makes booking, cancelling, and rescheduling easy.

Thunderbolt will honor a full refund for any of our visits when cancelled within the following time constraints:

- Virtual visits: cancel up to 3 hours before the scheduled visit
- In-person visits: cancel up to 24 hours before the scheduled visit
- All other visits (including labs, imaging, and visits that do not include a specific day or time at purchase): cancel up to 10 days after the purchase date once Thunderbolt confirms with the provider that the visit did not take place

We are unable to offer refunds for the following:

- No-shows or missed appointments
- Refund requests due to not receiving a prescription or disagreement with the clinical outcome of the visit
- Surgical procedures with specific scheduling requirements
- Any request made 10 days after the original purchase date

If you do make a same-day appointment by mistake and need to cancel, Thunderbolt will refund you if you request a cancellation within one hour of completing the purchase.

US Use Only: Thunderbolt services are only intended for users in the United States. Your information may be transmitted to third parties in other countries to help provide the services. New Jersey governs these terms.

This Service is hosted in the United States and are intended only for users located in the United States.

Thunderbolt makes no representation that the materials are appropriate or available for use outside the United States. If you access our Service from outside the United States, you will be responsible for compliance with all local laws. You agree to comply with all laws and regulations applicable to your use of our Services.

Note also that information submitted by you to us may be transmitted to and shared with third parties located in other countries, in order to provide Services to you. These Terms of Service and any separate agreements whereby we provide you Services shall be governed by and construed in accordance with the laws of New Jersey, United States.

The Service is designed for and intended for Providers, Patients and/or other users in the United States only.

We make no representation that the information and services provided on the Service are applicable to, appropriate for, or available to Providers, Patients and/or other users in locations outside the United States.

Accessing the Service from territories where the content is illegal is prohibited. If you choose to access the site

from a location outside the U.S., you do so on your own initiative, without our consent, and you are responsible for compliance with local laws.

Commercial Use: Unless otherwise expressly authorized herein or in the Service, you agree not to display, distribute, license, perform, publish, reproduce, duplicate, copy, create derivative works from, modify, sell, resell, exploit, transfer or upload for any commercial purposes, any portion of the Service, use of the Service, or access to the Service. The Service is for your personal use only.

4. Intellectual Property Rights

Service Content, Software and Trademarks: You acknowledge and agree that the Service may contain content or features (“Service Content”) that are protected by copyright, patent, trademark, trade secret or other proprietary rights and laws. Except as expressly authorized by Thunderbolt, you agree not to modify, copy, frame, scrape, rent, lease, loan, sell, distribute or create derivative works based on the Service or the Service Content, in whole or in part, except that the foregoing does not apply to your own User Content (as defined below) that you legally upload to the Service. In connection with your use of the Service you will not engage in or use any data mining, robots, scraping or similar data gathering or extraction methods. If you are blocked by Thunderbolt from accessing the Service (including by blocking your IP address), you agree not to implement any measures to circumvent such blocking (e.g., by masking your IP address or using a proxy IP address). Any use of the Service or the Service Content other than as specifically authorized herein is strictly prohibited. The technology and software underlying the Service or distributed in connection therewith are the property of Thunderbolt, our affiliates and our partners (the “Software”). You agree not to copy, modify, create a derivative work of, reverse engineer, reverse assemble or otherwise attempt to discover any source code, sell, assign, sublicense, or otherwise transfer any right in the Software. Any rights not expressly granted herein are reserved by Thunderbolt.

The Thunderbolt name and logos are trademarks and service marks of Thunderbolt (collectively the “Thunderbolt Trademarks”). Other company, product, and service names and logos used and displayed via the Service may be trademarks or service marks of their respective owners who may or may not endorse or be affiliated with or connected to Thunderbolt. Nothing in this Terms of Service or the Service should be construed as granting, by implication, estoppel, or otherwise, any license or right to use any of Thunderbolt Trademarks displayed on the Service, without our prior written permission in each instance. All goodwill generated from the use of Thunderbolt Trademarks will inure to our exclusive benefit.

Third Party Material: Under no circumstances will Thunderbolt be liable in any way for any content, materials or services of, or provided by or on behalf of, any third parties (including users or health care providers), including, but not limited to, for any errors or omissions in any content, or for any loss or damage of any kind incurred as a result of the use of any such content. You acknowledge that Thunderbolt does not pre-screen content, but that Thunderbolt and its designees will have the right (but not the obligation) in their sole discretion to refuse or remove any content that is available via the Service. Without limiting the foregoing, Thunderbolt and its designees will have the right to remove any content that violates these Terms of Service or is deemed by Thunderbolt, in its sole discretion, to be otherwise objectionable. The Services help you find and source certain third party health care services provided by or on behalf of independent third party Providers not related to Thunderbolt. Thunderbolt does not guarantee or warrant, and makes no representations regarding, the reliability, quality or suitability of such health care services nor the Providers. By using the Service, you agree to hold us free from the responsibility for any liability or damage that might arise out of the transactions involved. As a user, by posting any content in our directory, or letting us do the same, you give us license to use your content, including any content, information, and any names, etc., in promotion of our directory and Services. NEITHER THUNDERBOLT NOR ITS AFFILIATES OR LICENSORS IS RESPONSIBLE FOR THE CONDUCT, WHETHER ONLINE OR OFFLINE, OF ANY THIRD PARTY PROVIDER NOR ANY USER OF THE SERVICES. ANY INDIVIDUALS WHO PROVIDE ANY THIRD PARTY SERVICES ARE NOT EMPLOYEES NOR CONTRACTORS OF THUNDERBOLT, AND THUNDERBOLT IS NOT RESPONSIBLE FOR THEIR ACTIONS OR INACTIONS NOR FOR ANY SERVICES THEY PROVIDE (OR FAIL TO PROVIDE).

You acknowledge that the list of health care providers listed on the Service may not be a complete list of every health care provider within the specified specialty category or specified distance of the address specified and may not be updated on a regular basis even if we have been advised of incorrect or incomplete information. While we take commercially reasonable steps to ensure the information contained about a particular health care provider is accurate and complete, we rely on information reported by the health care provider, which might not be accurate, complete, and/or updated on a regular basis. We are not responsible for content or services descriptions from health care providers.

User Content Transmitted Through the Service: With respect to the content or other materials you upload through the Service or share with other users or recipients (collectively, "User Content"), you represent and warrant that you own all right, title and interest in and to such User Content, including, without limitation, all copyrights and rights of publicity contained therein. By voluntarily providing us with User Content, which may include Personal Information (as defined in the Privacy Policy), you are consenting to our use of Personal Information in accordance with these Terms of Service and our Privacy Policy. You also agree that any User Content you submit through the Service that is communicated to our partners, affiliates, and medical providers will be accurate and complete. By uploading any User Content you hereby grant and will grant Thunderbolt and its affiliated companies a nonexclusive, worldwide, royalty free, fully paid up, transferable, sublicensable,

perpetual, irrevocable license to copy, display, upload, perform, distribute, store, modify and otherwise use your User Content in connection with the operation of the Service, the promotion, advertising or marketing thereof, the improvement of the Service, and as aggregated and/or de-identified for any lawful purpose in any form, medium or technology now known or later developed.

You acknowledge and agree that any questions, comments, suggestions, ideas, feedback or other information about the Service (“Submissions”), provided by you to Thunderbolt are non-confidential and Thunderbolt will be entitled to the unrestricted use and dissemination of these Submissions for any purpose, commercial or otherwise, without acknowledgment or compensation to you.

You acknowledge and agree that Thunderbolt may preserve content and may also disclose content if required to do so by law or in the good faith belief that such preservation or disclosure is reasonably necessary to: (a) comply with legal process, applicable laws or government requests; (b) enforce these Terms of Service; (c) respond to claims that any content violates the rights of third parties; or (d) protect the rights, property, or personal safety of Thunderbolt, its users and the public. You understand that the technical processing and transmission of the Service, including your content, may involve (a) transmissions over various networks; and (b) changes to conform and adapt to technical requirements of connecting networks or devices.

Thunderbolt does not provide any medical advice or services, and should not be relied upon as a substitute for consultations with qualified professionals who are familiar with your individual needs. The Providers (and not we) are solely responsible for all content and any health care services they provide. Thunderbolt shall have no liability whatsoever to you for acts, omissions, care, or lack thereof, from Providers. We are not responsible for any disputes between Providers and you (e.g., resulting from the health care services they provide or are supposed to provide).

5. Our Obligations

To provide and process the services to you, Thunderbolt shares your personally identifiable information with our authorized service providers that perform certain services or functions on our behalf. Thunderbolt may be required by law to disclose information you have provided in using any of the services on the Site.

Thunderbolt may also disclose information where someone poses a threat to Thunderbolt’s interests (such as user fraud) or whose activities could bring harm to others. In addition, it may be necessary in the reasonable opinion of officials of Thunderbolt that certain information be provided to third parties, such as law enforcement authorities or governing bodies for a particular health care provider. In the event that Thunderbolt receives a court order to disclose information on the Site about you or your activities on the Site, you agree that such information may be disclosed.

You may request that we update or change the information you provided to us or to receive a copy of the information we have stored by emailing us at legal@thunderbolthealth.com or by updating the information in your Member profile. We will make every reasonable effort to honor your wishes, or provide you with an explanation of why we cannot make the changes requested. We may request proof of identity before responding to any requests.

6. Third Party Websites

The Service may provide, or third parties may provide, links or other access to other sites and resources on the Internet. Thunderbolt has no control over such sites and resources and Thunderbolt is not responsible for and does not endorse such sites and resources. You further acknowledge and agree that Thunderbolt will not be responsible or liable, directly or indirectly, for any damage or loss caused or alleged to be caused by or in connection with use of or reliance on any content, events, goods or services available on or through any such site or resource.

7. Indemnity and Release

You agree to release, indemnify, defend and hold Thunderbolt and its affiliates and its and their officers, employees, directors and agents (collectively, “Indemnitees”) harmless from any from any and all losses, damages, liabilities, fines, fees, penalties, costs, expenses, including reasonable attorneys’ fees, arising out of or related to any allegations, rights, claims, actions of any kind arising out of or related to: (i) injury (including death) or damage to property caused by your or your agents’ action or inaction; (ii) your use of the Service, (iii) any User Content or any other content or materials you supply directly or indirectly, (iv) your connection to the Service, (v) your violation of these Terms of Service or this Agreement, or (vi) your violation of any rights of another. If you are a California resident, you waive California Civil Code Section 1542, which says: “A general release does not extend to claims which the creditor does not know or suspect to exist in his favor at the time of executing the release, which if known by him must have materially affected his settlement with the debtor.” If you are a resident of another jurisdiction, you waive any comparable statute or doctrine. ANY OBLIGATION TO INDEMNIFY AN INDEMNITEE FOR ANY LOSS, LIABILITY OR EXPENSE ARISING FROM ANY NEGLIGENT, GROSSLY NEGLIGENT, RECKLESS, WILLFUL, FRAUDULENT OR INTENTIONAL CONDUCT COMMITTED BY ANY INDEMNITEE MAY NOT BE ENFORCEABLE

AGAINST ANY VISITOR OF THE SERVICES TO THE EXTENT APPLICABLE LAW SO REQUIRES, SUCH AS FROM CERTAIN JURISDICTIONS (SUCH AS FROM NEW JERSEY).

8. Disclaimer of Warranties

YOUR USE OF THE SERVICE IS AT YOUR SOLE RISK. THE SERVICE IS PROVIDED ON AN “AS IS” AND “AS AVAILABLE” BASIS. THUNDERBOLT EXPRESSLY DISCLAIMS ALL WARRANTIES OF ANY KIND, WHETHER EXPRESS, IMPLIED OR STATUTORY, INCLUDING, BUT NOT LIMITED TO THE IMPLIED WARRANTIES OF MERCHANTABILITY, FITNESS FOR A PARTICULAR PURPOSE, TITLE AND NON-INFRINGEMENT.

THUNDERBOLT MAKES NO WARRANTY THAT (I) THE SERVICE WILL MEET YOUR REQUIREMENTS, (II) THE SERVICE WILL BE UNINTERRUPTED, TIMELY, SECURE, OR ERROR-FREE, (III) THE RESULTS THAT MAY BE OBTAINED FROM THE USE OF THE SERVICE WILL BE ACCURATE OR RELIABLE, OR (IV) THE QUALITY OF ANY PRODUCTS, SERVICES, INFORMATION, PROVIDERS, OR OTHER MATERIAL PURCHASED OR OBTAINED BY YOU THROUGH THE SERVICE WILL MEET YOUR EXPECTATIONS.

9. Limitation of Liability

YOU EXPRESSLY UNDERSTAND AND AGREE THAT THUNDERBOLT WILL NOT BE LIABLE FOR ANY INDIRECT, INCIDENTAL, SPECIAL, CONSEQUENTIAL, EXEMPLARY DAMAGES, OR DAMAGES FOR LOSS OF PROFITS INCLUDING BUT NOT LIMITED TO, DAMAGES FOR LOSS OF GOODWILL, USE, DATA OR OTHER INTANGIBLE LOSSES (EVEN IF THUNDERBOLT HAS BEEN ADVISED OF THE POSSIBILITY OF SUCH DAMAGES), WHETHER BASED ON CONTRACT, TORT, NEGLIGENCE, STRICT LIABILITY OR OTHERWISE, INCLUDING IF RESULTING FROM: (I) THE USE OR THE INABILITY TO USE THE SERVICE; (II) THE COST OF PROCUREMENT OF SUBSTITUTE GOODS AND SERVICES RESULTING FROM ANY GOODS, DATA, INFORMATION OR SERVICES PURCHASED OR OBTAINED OR MESSAGES RECEIVED OR TRANSACTIONS ENTERED INTO THROUGH OR FROM THE SERVICE; (III) UNAUTHORIZED ACCESS TO OR ALTERATION OF YOUR TRANSMISSIONS OR DATA; (IV) STATEMENTS OR CONDUCT OF ANY THIRD PARTY ON THE SERVICE (INCLUDING WITHOUT LIMITATION ANY PROVIDER); OR (V) ANY OTHER

MATTER RELATING TO THE SERVICE. IN NO EVENT WILL THUNDERBOLT'S TOTAL LIABILITY TO YOU FOR ALL DAMAGES, LOSSES OR CAUSES OF ACTION EXCEED THE AMOUNT YOU HAVE PAID THUNDERBOLT IN THE LAST SIX (6) MONTHS, OR, IF GREATER, ONE HUNDRED DOLLARS (\$100).

SOME JURISDICTIONS DO NOT ALLOW THE DISCLAIMER OR EXCLUSION OF CERTAIN WARRANTIES OR THE LIMITATION OR EXCLUSION OF LIABILITY FOR INCIDENTAL OR CONSEQUENTIAL DAMAGES. ACCORDINGLY, SOME OF THE ABOVE LIMITATIONS SET FORTH ABOVE MAY NOT APPLY TO YOU OR BE ENFORCEABLE WITH RESPECT TO YOU. IF YOU ARE DISSATISFIED WITH ANY PORTION OF THE SERVICE OR WITH THESE TERMS OF SERVICE, YOUR SOLE AND EXCLUSIVE REMEDY IS TO DISCONTINUE USE OF THE SERVICE.

IF YOU ARE A USER FROM NEW JERSEY, THE FOREGOING SECTIONS TITLED "INDEMNIFICATION AND RELEASE", "DISCLAIMER OF WARRANTIES" AND "LIMITATION OF LIABILITY" ARE INTENDED TO BE ONLY AS BROAD AS IS PERMITTED UNDER THE LAWS OF THE STATE OF NEW JERSEY. IF ANY PORTION OF THESE SECTIONS IS HELD TO BE INVALID UNDER THE LAWS OF THE STATE OF NEW JERSEY, THE INVALIDITY OF SUCH PORTION SHALL NOT AFFECT THE VALIDITY OF THE REMAINING PORTIONS OF THE APPLICABLE SECTIONS.

10. Dispute Resolution By Binding Arbitration

PLEASE READ THIS SECTION CAREFULLY AS IT AFFECTS YOUR RIGHTS.

Agreement to Arbitrate: This Dispute Resolution by Binding Arbitration section is referred to in these Terms of Service as the Arbitration Agreement ("Arbitration Agreement"). You agree that any and all disputes or claims that have arisen or may arise between you and Thunderbolt, whether arising out of or relating to these Terms of Service (including any alleged breach thereof), the Services, any advertising, any aspect of the relationship or transactions between us, shall be resolved exclusively through final and binding arbitration, rather than a court, in accordance with the terms of this Arbitration Agreement, except that you may assert individual claims in small claims court, if your claims qualify. Further, this Arbitration Agreement does not preclude you from bringing issues to the attention of federal, state, or local agencies, and such agencies can, if the law allows, seek relief against us on your behalf. You agree that, by entering into these Terms of Service, you and Thunderbolt are each waiving the right to a trial by jury or to participate in a class action. Your rights will be determined by a neutral arbitrator, not a judge or jury. The Federal Arbitration Act governs the interpretation and enforcement of this Arbitration Agreement.

Prohibition of Class and Representative Actions and Non-Individualized Relief: YOU AND THUNDERBOLT AGREE THAT EACH OF US MAY BRING CLAIMS AGAINST THE OTHER ONLY ON AN INDIVIDUAL BASIS AND NOT AS A PLAINTIFF OR CLASS MEMBER IN ANY PURPORTED CLASS OR REPRESENTATIVE ACTION OR PROCEEDING. UNLESS BOTH YOU AND THUNDERBOLT AGREE OTHERWISE, THE ARBITRATOR MAY NOT CONSOLIDATE OR JOIN MORE THAN ONE PERSON'S OR PARTY'S CLAIMS AND MAY NOT OTHERWISE PRESIDE OVER ANY FORM OF A CONSOLIDATED, REPRESENTATIVE, OR CLASS PROCEEDING. ALSO, THE ARBITRATOR MAY AWARD RELIEF (INCLUDING MONETARY, INJUNCTIVE, AND DECLARATORY RELIEF) ONLY IN FAVOR OF THE INDIVIDUAL PARTY SEEKING RELIEF AND ONLY TO THE EXTENT NECESSARY TO PROVIDE RELIEF NECESSITATED BY THAT PARTY'S INDIVIDUAL CLAIM(S), EXCEPT THAT YOU MAY PURSUE A CLAIM FOR AND THE ARBITRATOR MAY AWARD PUBLIC INJUNCTIVE RELIEF UNDER APPLICABLE LAW TO THE EXTENT REQUIRED FOR THE ENFORCEABILITY OF THIS PROVISION.

Pre-Arbitration Dispute Resolution: Thunderbolt is always interested in resolving disputes amicably and efficiently, and most customer concerns can be resolved quickly and to the customer's satisfaction by emailing legal@ThunderboltHealth.com. If such efforts prove unsuccessful, a party who intends to seek arbitration must first send to the other, by certified mail, a written Notice of Dispute ("Notice"). The Notice to Thunderbolt should be sent to 735 Cherry Tree Lane, Lawrence, NJ 08648 ("Notice Address"). The Notice must (i) describe the nature and basis of the claim or dispute and (ii) set forth the specific relief sought. If Thunderbolt and you do not resolve the claim within sixty (60) calendar days after the Notice is received, you or Thunderbolt may commence an arbitration proceeding. During the arbitration, the amount of any settlement offer made by Thunderbolt or you shall not be disclosed to the arbitrator until after the arbitrator determines the amount, if any, to which you or Thunderbolt is entitled.

Arbitration Procedures: Arbitration will be conducted by a neutral arbitrator in accordance with the American Arbitration Association's ("AAA") rules and procedures, including the AAA's Consumer Arbitration Rules (collectively, the "AAA Rules"), as modified by this Arbitration Agreement. For information on the AAA, please visit its website, <http://www.adr.org>. Information about the AAA Rules and fees for consumer disputes can be found at the AAA's consumer arbitration page, http://www.adr.org/consumer_arbitration. If there is any inconsistency between any term of the AAA Rules and any term of this Arbitration Agreement, the applicable terms of this Arbitration Agreement will control unless the arbitrator determines that the application of the inconsistent Arbitration Agreement terms would not result in a fundamentally fair arbitration. The arbitrator must also follow the provisions of these Terms of Service as a court would. All issues are for the arbitrator to decide, including, but not limited to, issues relating to the scope, enforceability, and arbitrability of this Arbitration Agreement. Although arbitration proceedings are usually simpler and more streamlined than trials and other judicial proceedings, the arbitrator can award the same damages and relief on an individual basis that

a court can award to an individual under the Terms of Service and applicable law. Decisions by the arbitrator are enforceable in court and may be overturned by a court only for very limited reasons.

Unless Thunderbolt and you agree otherwise, any arbitration hearings will take place in a reasonably convenient location for both parties with due consideration of their ability to travel and other pertinent circumstances. If the parties are unable to agree on a location, the determination shall be made by AAA. If your claim is for \$10,000 or less, Thunderbolt agrees that you may choose whether the arbitration will be conducted solely on the basis of documents submitted to the arbitrator, through a telephonic hearing, or by an in-person hearing as established by the AAA Rules. If your claim exceeds \$10,000, the right to a hearing will be determined by the AAA Rules. Regardless of the manner in which the arbitration is conducted, the arbitrator shall issue a reasoned written decision sufficient to explain the essential findings and conclusions on which the award is based.

Costs of Arbitration: Payment of all filing, administration, and arbitrator fees (collectively, the “Arbitration Fees”) will be governed by the AAA Rules, unless otherwise provided in this Arbitration Agreement. If the value of the relief sought is \$75,000 or less, at your request, Thunderbolt will pay all Arbitration Fees. If the value of relief sought is more than \$75,000 and you are able to demonstrate to the arbitrator that you are economically unable to pay your portion of the Arbitration Fees or if the arbitrator otherwise determines for any reason that you should not be required to pay your portion of the Arbitration Fees, Thunderbolt will pay your portion of such fees. In addition, if you demonstrate to the arbitrator that the costs of arbitration will be prohibitive as compared to the costs of litigation, Thunderbolt will pay as much of the Arbitration Fees as the arbitrator deems necessary to prevent the arbitration from being cost-prohibitive. Any payment of attorneys’ fees will be governed by the AAA Rules.

Confidentiality: All aspects of the arbitration proceeding, and any ruling, decision, or award by the arbitrator, will be strictly confidential for the benefit of all parties.

Severability: If a court or the arbitrator decides that any term or provision of this Arbitration Agreement (other than the subsection (b) titled “Prohibition of Class and Representative Actions and Non-Individualized Relief” above) is invalid or unenforceable, the parties agree to replace such term or provision with a term or provision that is valid and enforceable and that comes closest to expressing the intention of the invalid or unenforceable term or provision, and this Arbitration Agreement shall be enforceable as so modified. If a court or the arbitrator decides that any of the provisions of subsection (b) above titled “Prohibition of Class and Representative Actions and Non-Individualized Relief” are invalid or unenforceable, then the entirety of this Arbitration Agreement shall be null and void, unless such provisions are deemed to be invalid or unenforceable solely with respect to claims for public injunctive relief. The remainder of the Terms of Service will continue to apply.

Future Changes to Arbitration Agreement: Notwithstanding any provision in these Terms of Service to the contrary, Thunderbolt agrees that if it makes any future change to this Arbitration Agreement (other than a change to the Notice Address) while you are a user of the Services, you may reject any such change by sending Thunderbolt written notice within thirty (30) calendar days of the change to the Notice Address provided above. By rejecting any future change, you are agreeing that you will arbitrate any dispute between us in accordance with the language of this Arbitration Agreement as of the date you first accepted these Terms of Service (or accepted any subsequent changes to these Terms of Service).

11. Termination

You agree that Thunderbolt, in its sole discretion, may suspend or terminate your account (or any part thereof) or use of the Service and remove and discard any content within the Service, for any reason, including, without limitation, for lack of use or if Thunderbolt believes that you have violated or acted inconsistently with the letter or spirit of these Terms of Service. Any suspected fraudulent, abusive or illegal activity that may be grounds for termination of your use of Service, may be referred to appropriate law enforcement authorities. Thunderbolt may also in its sole discretion and at any time discontinue providing the Service, or any part thereof, with or without notice and Thunderbolt may immediately deactivate or delete your account and all related information and files in your account and/or bar any further access to such files or the Service. Further, you agree that Thunderbolt will not be liable to you or any third party for any termination of your access to the Service.

12. General

These Terms of Service, in conjunction with the Privacy Policy, constitute the entire agreement between you and Thunderbolt and govern your use of the Service, superseding any prior agreements between you and Thunderbolt with respect to the Services. You also may be subject to additional terms and conditions that may apply when you use affiliate or third party services, third party content or third party software. These Terms of Service will be governed by the laws of the State of New Jersey without regard to its conflict of law provisions. With respect to any disputes or claims not subject to arbitration, as set forth above, you agree to submit to the personal and exclusive jurisdiction of the state and federal courts located within New Jersey. The failure of Thunderbolt to exercise or enforce any right or provision of these Terms of Service will not constitute a waiver of such right or provision. If any provision of these Terms of Service is found by a court of

competent jurisdiction to be invalid, the parties nevertheless agree that the court should endeavor to give effect to the parties' intentions as reflected in the provision, and the other provisions of these Terms of Service remain in full force and effect. You agree that regardless of any statute or law to the contrary, any claim or cause of action you may have arising out of or related to use of the Service or these Terms of Service must be filed within one (1) year after such claim or cause of action arose or be forever barred. A printed version of this agreement and of any notice given in electronic form will be admissible in judicial or administrative proceedings based upon or relating to this agreement to the same extent and subject to the same conditions as other business documents and records originally generated and maintained in printed form. You may not assign this Terms of Service without the prior written consent of Thunderbolt, but Thunderbolt may assign or transfer this Terms of Service, in whole or in part, without restriction. The section titles or headings in these Terms of Service are for convenience only and have no legal or contractual effect. Notices to you may be made via either email or regular mail. Notice to Thunderbolt must be in writing, sent via registered mail or nationally recognized overnight courier, with a duplicate copy to the legal department, with confirmation of delivery. The Service may also provide notices to you of changes to these Terms of Service or other matters by displaying notices or links to notices generally on the Service.

We will not be deemed to be in breach of these terms or liable for any breach of these terms or our privacy policy due to any event or occurrence beyond our reasonable control, including without limitation, acts of God, terrorism, war, invasion, failures of any public networks, electrical shortages, disease, epidemic, pandemic, earthquakes or floods, civil disorder, strikes, fire or other disaster.

13. Your Privacy

We only use your information as described in the Privacy Policy. We view protection of users' privacy as a very important community principle. We understand clearly that you and your information are one of our most important assets. Our current Privacy Policy is available on the Site at <https://www.ThunderboltHealth.com/privacy>. If you object to your information being transferred or used in this way, please do not use the Services.

14. Notice for California Users

Under California Civil Code Section 1789.3, users of the Service from California are entitled to the following specific consumer rights notice: The Complaint Assistance Unit of the Division of Consumer Services of the California Department of Consumer Affairs may be contacted in writing at 1625 North Market Blvd., Suite N 112, Sacramento, CA 95834, or by telephone at (916) 445-1254 or (800) 952-5210. You may contact us at legal@thunderbolthealth.com.

15. Questions? Concerns? Suggestions?

Please contact us by email at legal@thunderbolthealth.com to report any violations of these Terms of Service or to pose any questions regarding these Terms of Service or the Service.

16. Tele-Medicine

Some of our Services may include a tele-health online solution that allows participating medical professionals and health care staff (“Providers”) to communicate with their clients, customers and/or patients (collectively, “Patients”) to provide health care related services online and perform virtual house calls via Internet connection. We are not responsible for internet connectivity or lack thereof or problems or issues related to the use thereof. We are not a medical service provider, health insurance company, nor licensed to sell health insurance. The Services are not intended for use by Providers and/or Patients in connection with active patient monitoring so as to allow immediate clinical action or continuous monitoring.

The Providers who deliver services through our Service are independent professionals practicing within a group of independently owned professional practices. We do not practice medicine or any other licensed profession, and do not interfere with the practice of medicine or any other licensed profession by Providers, each of whom is responsible for his, her or their services and compliance with the requirements applicable to his/her/their profession and license.

Information provided by Providers and/or Patients is merely transmitted via the Services, not verified or endorsed by us, and is provided on an “as-is” basis and we disclaim all warranties, either express or implied, including but not limited to the implied warranties of merchantability and fitness for particular purpose. We shall in no event be liable to you or to anyone for any decision made or action taken by any party (including, without limitation, any Service user) in reliance on information about Providers or Patients on the Service.

A health care provider's ability to use our services is not an endorsement or recommendation of that health care provider by us. Neither we nor any third parties who promote the Services or provide you with a link to the Services shall be liable for any professional advice you obtain from a Provider via the Services. The medical advice provided by your Provider is not under our control, nor is it provided to you by us. If you are a Patient, you accept responsibility for yourself in the use of the Services. You acknowledge that your relationship for health care services is with your health care provider, and your obtaining services from the Provider is solely at your own risk and you assume full responsibility for all risk associated therewith, to the extent permitted by law. By using the Service, you agree to not hold us liable in any way for any malpractice or substandard treatment the Provider may render.

We reserve the right, but not the obligation, to confirm certain credentials of Providers using our Services, such as validating that they are in good standing with their respective licensure board(s). The Providers utilizing or featured on the Service are independent practitioners practicing on their own behalf, not our employees. Any opinions, advice, or information expressed by a health care facility, professional or specialist or other Provider using or featured on the Service are of the facility, professional, specialist or other Provider alone. They do not reflect our opinions.

We do not recommend or endorse any specific tests, Providers, products, procedures, medications, devices, opinions, or other information that may be mentioned on the Service or by a Provider or licensee of ours. We do not make any representations or warranties about the training or skill of any Providers who provide services via the Service. You will be provided with a list of available providers located in the U. S. based solely on the information you provide to us. You are ultimately responsible for choosing your particular Provider. The inclusion of Providers on the Service or in any professional directory located on the Service does not imply recommendation or endorsement of such Provider nor is such information intended as a tool for verifying the credentials, qualifications, or abilities of any Provider contained therein.

To the extent medical advice is provided to you by a Provider through the Services, such medical advice is based on your personal health data as provided by you to the Provider and the local standards of care for your presenting symptoms, based on the information you provide.

Patients may be required to provide certain Personal Information, including: name, date of birth, gender, address, email, mobile and work phone, as well as a user id and password. Patients may also provide certain optional information, including middle name or initial, home phone and other contact info, pharmacy name and contact details, picture and communications preferences. In addition, the Patient can communicate other health-related information to the Provider during a video consultation via the Services. Patient medication history is a list of prescriptions that healthcare providers have prescribed for you. A variety of sources, including pharmacies and health insurers, contribute to the collection of this history. By using the Services,

you give your permission to allow your particular Provider to obtain your medication history, specifically for use in providing care. Optional information is not required to register for an account but may be helpful to us in providing you with a more customized experience when using the Site or its Services.

The use of the Service by any entity or individual to verify the credentials of Providers is prohibited.

INFORMED CONSENT & RISKS. As with any medical procedure, there are potential risks associated with the use of telemedicine or any other Services. We believe that the likelihood of these risks materializing is very low. These risks may include, without limitation, the following: Delays in medical evaluation and consultation or treatment may occur due to deficiencies or failures of the equipment which may include poor video and data quality. Security protocols could fail, causing a breach of privacy of personal medical information. Lack of access to complete medical records may result in adverse drug interactions or allergic reactions or other negative outcomes.

You understand that the laws that protect privacy and the confidentiality of medical information also apply to telemedicine. You understand that telemedicine may involve electronic communication of your personal medical information to medical practitioners who may be located in other areas, including out of state. You understand that you may expect the anticipated benefits from the use of telemedicine, but that no results can be guaranteed or assured. You understand that all information will be part of your medical record and available to you by printing the summary from the visit. This information will have the same restrictions on dissemination without your consent. Except to the extent already relied upon, you understand you may withdraw your consent at any time by contacting us as set forth herein to withdraw your consent and inactivate your account. You understand that your healthcare information may be shared with other individuals for treatment, payment and healthcare operations purposes. Psychotherapy notes are maintained by clinicians but are not shared with others, while billing codes and encounter summaries are shared with others. If you obtain psychotherapy services, you understand that your therapist has the right to limit the information provided to you if in your therapist's professional judgment sharing the information with you would be harmful to you. You further understand that your healthcare information may be shared in the following circumstances: When a valid court order is issued for medical records. Reporting suspected abuse, neglect, or domestic violence. Preventing or reducing a serious threat to anyone's health or safety.

BY USING THE SERVICES AND/OR AGREEING TO THESE TERMS, YOU AGREE AND CONSENT THAT YOU HAVE READ AND UNDERSTAND THE INFORMATION PROVIDED HEREIN, AND UNDERSTAND THE RISKS AND BENEFITS OF TELEMEDICINE, AND BY ACCEPTING THESE TERMS OF USE YOU HEREBY GIVE MY INFORMED CONSENT TO PARTICIPATE IN A TELEMEDICINE VISIT UNDER THE TERMS DESCRIBED HEREIN. YOU ARE CONSENTING TO RECEIVING CARE VIA THE SERVICE. THE SCOPE OF CARE WILL BE AT THE SOLE DISCRETION OF THE PROVIDER WHO IS TREATING YOU, WITH NO GUARANTEE OF DIAGNOSIS,

TREATMENT, OR PRESCRIPTION. THE PROVIDER WILL DETERMINE WHETHER OR NOT THE CONDITION BEING DIAGNOSED AND/OR TREATED IS APPROPRIATE FOR A TELEHEALTH ENCOUNTER VIA THE SERVICE.

17. Changes to These Terms of Service

Thunderbolt reserves the right, at any time, to modify, alter, or update these Terms of Service by posting the modified, altered or updated terms on the Site or through other reasonable means, and you agree to be bound by such modifications, alterations or updates. If you do not agree to such modifications, alterations or updates, you should terminate your use of the Services. Any such changes will become effective when they are posted. Your continued use of any of the Services following the posting of notice of any changes in this Agreement shall constitute your acceptance of such modifications, alterations and updates.