

Member Agreement

<u>Important</u>: This is a contract. Read this carefully before accessing or using the ReviveHealth™ Platform. By accessing or using the program, you acknowledge that:

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

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

What is Revive?

Section 1

The ReviveHealth™ website and mobile application (collectively, the "Platform") allow You to remotely access some, or all the services listed: virtual Primary, Urgent and Pediatric Care, virtual Physical Therapy, Mental Health, Dermatology, Psychiatry, Vision program, and Pharmacy Care. The services you have access to are determined by the program you have enrolled in or that your employer/ broker/ health benefit company (Program Sponsor) has selected for you. In some cases, the services and number of appointments may vary based on the program designed and selected by your Program Sponsor.

Membership and Fees

Section 2

2.1 Membership. Under the terms of this Agreement, ReviveHealth will provide you with the following services in exchange for a fee (the "Membership Fee"). You may be paying Membership Fee directly if you have purchased the services for yourself, your employer may be paying the Fee, sharing the cost with you through a payroll deduct or may have arranged for a copayment at each visit. Your access to the Program is conditional on (1) your acceptance of and agreement to the terms of this Agreement and (2) the Membership Fee. You may have access to some, or all the services outlined below. The services you have access to depend on the program that you are currently enrolled in. As an individual purchasing these services for yourself you may opt to change the program you are accessing through your member portal, by contacting Customer Care at 888-220-6650 or emailing us at info@revive.health

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

- a. You will have access to a qualified medical care provider from your computer, smartphone, or tablet
- b. You will access these virtual medical care services at no too minimal cost.
- c. You have 12 virtual primary care visits per member per year as well as 12 pediatric care visits per child per year
 - i. Pediatric care is for ages 2+
 - ii. Appointments can be scheduled and in some instances are available as early as the same day
 - iii. Primary Care appointments are available Monday-Friday from 8:00 AM 5:00 PM EST
 - iv. You have the option to see the same providers every time
- d. You have 12 virtual urgent care visits per adult member per year
 - i. Appointments are available within less than 20 minutes
 - ii. Appointments are available 24 hours a day, 7 days a week, 365 days a year
- e. You have 12 Mental Health therapy visits per adult member per year
 - i. Mental Health therapy is available for adults & adolescents ages 12+
 - ii. Appointments can be scheduled within 1-3 days
 - iii. Behavioral Health Therapists are available 24 hours a day 7 days a week
- f. You have 12 virtual Physical Therapy visits per adult member per year
 - i. Physical Therapy visits are available for adults 18+ (and children age 16+ with an adult's verbal consent)
 - ii. Virtual Physical Therapy is available to help with Neck, Back, Knee, Hip, Shoulder, and Elbow pain
 - iii. Therapy appointments can be scheduled within 1-3 days and if available you can request a session the same day with the first available therapist
 - iv. Appointments are available Monday-Friday, 10 AM-8 PM EST
 - v. All child visits count towards the adult membership visit limit
 - vi. You have the option to see the same therapist every time

2.12 In-Person Care Services

- a. Receive your annual flu shot with a voucher (accessible through your member portal) redeemable through CVS MinuteClinic
- b. Receive a discount voucher for 15% off in-person visits to any CVS MinuteClinic (accessible through your member portal)
- c. You will receive 1 free lab per year. If your doctor orders lab work, orders will be sent to the nearest Quest or LabCorp facility where you can have the lab work completed.
- d. If you require additional labs, discounted pricing will apply with discounts of up to 80%, See Appendix B for the types of labs available. You can pay for the lab directly, use your HSA (Health Savings Account) or FSA card, or submit the claim to your major medical insurance provider.

- **2.13 Pharmacy Care.** ReviveHealth™ has established a pharmacy program that is designed to save Members and employers significant money. If your program contains the ReviveHealth Pharmacy Benefit you may have access to Urgent medications only (40 of the most common generic prescriptions available at a retail pharmacy) or our full pharmacy program with urgent care medications and 425 of the most prescribed generic maintenance medications. In addition, the Members can receive discounts on brand name medication. The features of the ReviveHealth™ pharmacy program include:
 - a. Over 425 generic medications are included and available with your membership. A list of these medications can be found by accessing your ReviveHealth member portal.
 - b. If your ReviveHealth virtual doctor prescribes you an included medication, it will be processed via mail order pharmacy and delivered to your home within 3-5 days
 - c. Your first monthly shipment is covered with your membership. If an additional order is needed within the month, there is a low shipment fee of \$5.
 - d. If you are currently taking a medication that is on our list and you would like to transfer it to our mail order pharmacy your doctor may prescribe the medication directly to our pharmacy to receive the medication at no charge or you may access your Member Portal and refer to the My Medication page.
 - e. Your virtual doctor may prescribe 1 of 40 urgent care medications covered by your ReviveHealth membership. These medications can be picked up at a retail pharmacy that you specify using your Revive Pharmacy benefit card.
 - f. If your provider orders an urgent medication or brand medication that is sent to your local pharmacy, our discount card can be used to receive discounts of up to 80% off. The card is available to print or download on your ReviveHealth portal.
 - g. A pharmacist is available Monday Friday from 8am-5pm EST via email at revive@manifestrx.com

2.14 Mental Health Services. We offer the following Mental Health Services to Members:

- a. Mental health status assessment with customized advice as part of our overall wellness assessment
- b. Members will have access to personalized mental health therapy including twelve (12) sessions per year for the Value, Care and Plus plan.

2.15 Vision Program. The Membership Fee includes:

- a. A member may receive 1 virtual vision acuity test each calendar year to update or renew their vision prescription.
- b. The program offers access to daily, weekly, and monthly contact lenses from Clerio, Bausch and Lomb to Acuvue and many other brands.
- c. You will receive a 1-year supply of contacts in some cases for as low as \$10 after the discount

- d. Eyewear frames are grouped into Affordable, Premium and Luxury styles and range from Ecko and Dickies to Kate Spade, Oakley, YSL and Prada. You have access to Vision care.
- e. Eyewear lenses are polycarbonate, with an anti-reflective coating and have UV protection. You may also choose to order blue light lenses.
- f. Eyewear and lenses start as low as \$30 (after \$180 annual allowance)
- g. If you are enrolled as a Single individual, you will receive an annual \$180 eyewear allowance and an annual \$180 contact lens allowance. Each allowance is broken into 4 quarters of \$45 applied to your quarterly supply order, or the entire \$180 if your supply order is for the entire year.
- h. If you are enrolled as a Single Plus 1, you and one adult each have your own annual benefits allowances
- i. If you are enrolled as a Family, you, and each member of your family each have your own annual benefit allowance
- j. Children are covered under the family program only (all ages

2.16 Virtual Specialty

- a. Virtual Psychiatry visits are available for ages 5+ Appointments are available via video link. You may receive assistance with medication management. Appointments times are available, Monday Friday, 8 AM 6 PM EST. You have 4 Psychiatry visits per year.
- b. Virtual Dermatology visits are available for ages 18+. You may communicate with Dermatology through video, text, or email. Appointments times TBD You have 4 Virtual Dermatology visits per year.
- c. Virtual Endocrinology visits are available for ages 18+. Appointments are available via video link Appointment time TBD.

2.2 Membership Add-Ons.

Telemedicine visits for children. Children between 2 and 17 years old are covered for free with an adult membership. You must register your child in your account prior to initiating a visit. Please review our Privacy Policy for information regarding how we will protect your child's information that you share with us.

Membership Fee and Payment

Section 3

3. Membership Fee. ReviveHealth charges a recurring monthly membership fee based on your selection of a ReviveHealth Program. These programs range from \$12.00 - \$56.50 monthly for individuals (the "Membership Fee"). Your employer may choose to sponsor you in a ReviveHealth program up to and including the full monthly amount for your membership. If your employer has fully sponsored you, there are no monthly membership fees due to ReviveHealth from you for your ReviveHealth™ membership. ReviveHealth

may update the Membership Fee(s) from time to time, but you will not be charged the updated fee until your membership renews the following month after you have been notified. Please note that by signing up for a ReviveHealth™ Membership and submitting your first payment you are agreeing to be responsible for the monthly Membership Fee.

Payment. ReviveHealth accepts payment via credit or debit card. By enrolling in the ReviveHealth™ membership program, you authorize ReviveHealth to initiate recurring automated charges to your chosen payment method each month at the then-current monthly rate until you cancel or terminate your membership. We will always let you know ahead of time if our fees have changed since your last renewal, and you will have the option to cancel your account before we charge you the new fee. By enrolling in a ReviveHealth™ membership, you authorize ReviveHealth to maintain your payment information that you submit to Us. You can update your payment information using the ReviveHealth "ReBot" Member assistant or calling us at 888-220-6650.

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

Membership Term & Terminating Your Membership Section 4

- **4.1 Membership Term.** Your membership and this agreement will be effective as soon as you create your account, accept these terms, and submit your first monthly Membership Fee payment. Your membership will be effective for one (1) month (the "Initial Term"). At the end of each month, your membership will automatically renew for another month (each a "Renewal Term") unless you tell us you want to cancel prior to your account being charged the then-current Membership Fee. See our payment terms for automatic payment information. If you do not want to renew your membership, please contact us at info@revive.health or call 888-220-6650.
- **4.2 Terminating your Membership**. If you do not wish for your membership to renew, please email us at info@revive.health or call us 888-220-6650. Your termination will be effective as of the last day of your then-current membership term. If you choose not to renew before the end of the Initial Term or any Renewal Term, your membership will not terminate until the expiration of the then-current month, and you will still be responsible for the Membership Fee for that month. Revive may immediately terminate your membership at any time at its discretion upon written notice to you, which may be sent via email. However, the provisions of this Agreement concerning indemnification, non-disclosure, Confidential Information, Intellectual Property, disclaimer of warranties, and limitation of liability shall survive the termination of this Agreement. Upon expiration or termination of this Agreement for any reason, (a) Your access to the Portal and all Revive

materials and information will cease; and (b) obligations for Revive under this Agreement will also cease.

- **4.3 Promotional Material.** ReviveHealth may, from time to time, ask you to provide a testimonial about your experience as a ReviveHealth Member (each, a "Testimonial") and ReviveHealth may share your Testimonial for marketing or other purposes. Before sharing, we will anonymize your Testimonial by using your initials or first name only unless you give us permission to share your identity. You represent and warrant that any Testimonials that you make will be correct, accurate, and truthful. Further, by providing a Testimonial you license to ReviveHealth the right to use the Testimonials and your first name and initials to use, broadcast, distribute, and exhibit in any form, now or later developed, including publications for promotion on website entries and social media sites. You irrevocably and permanently waive any right to royalties or other compensation arising from or related to our use of your Testimonial, first name, and initials.
- **4.4 Terms of Use and Privacy Policy**. The ReviveHealth Terms of Use and Privacy Policy are part of this agreement. You must review each in detail and agree to each prior to finalizing your membership and paying your Membership Fee.

General Contract Terms

Section 5

- **5.1 Integration.** This agreement, along with the Terms of Use, Privacy Policy, and any additional terms or policies incorporated by reference, represents the entire agreement between You and ReviveHealth concerning your membership, and this Agreement supersedes and replaces any prior proposal, representation, promise or understanding relating to your membership, whether oral or written.
- **5.2 Electronic Signature.** By clicking "I Agree" and paying the Membership Fee, you understand that doing so constitutes an electronic signature and forms a legally binding agreement between you and ReviveHealth.
- **5.3 Waiver; Binding Effect; Counterparts.** If ReviveHealth chooses not to enforce any provision of this agreement, doing so will not constitute a waiver of the future enforcement of that provision or any other provision. You and ReviveHealth (the "Parties") represent and warrant that you are both authorized to execute this agreement and that this agreement, and all of its terms and provisions will be binding upon and inure to the benefit of the Parties and their heirs, legal representatives, successors, and assigns. This agreement may be executed in any number of separate documents, all of which make up your agreement with ReviveHealth. Facsimile and pdf copies of signatures shall serve as originals.

5.4 Governing Law and Jurisdiction. This Agreement and any disputes relating to this Agreement will be governed and construed in accordance with the laws of the United States of America and the State of Delaware, without regard for its conflicts of laws principles. Jurisdiction and Venue for any dispute concerning, involving, or in any way related to this Agreement shall lie exclusively in the federal and state courts of Delaware. The Parties expressly waive any objections to such jurisdiction and venue and irrevocably consent and submit to the personal and subject matter jurisdiction of such courts in any action or proceeding. However, this Agreement and/or any court order or judgment arising out of or related hereto shall be enforceable in every state and worldwide.

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