

Total Life

Terms of Use

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IF YOU THINK YOU MAY HAVE A MEDICAL EMERGENCY, MENTAL HEALTH CRISIS, OR HAVING THOUGHTS ABOUT SUICIDE OR HARMING OTHERS, CALL 911 OR GO TO THE NEAREST EMERGENCY ROOM. DO NOT ACCESS THE SERVICES FOR EMERGENCY CARE OR MENTAL HEALTH CRISIS CARE.

ARBITRATION NOTICE: THESE TERMS OF USE CONTAIN A MANDATORY ARBITRATION OF DISPUTES PROVISION THAT REQUIRES THE USE OF ARBITRATION ON AN INDIVIDUAL BASIS TO RESOLVE DISPUTES IN CERTAIN CIRCUMSTANCES, RATHER THAN JURY TRIALS OR CLASS ACTION LAWSUITS. UNLESS YOU TIMELY OPT-OUT OF ARBITRATION, YOU AGREE THAT THE DISPUTES BETWEEN YOU AND US OR YOU AND THE AFFILIATED MEDICAL GROUPS OR PROVIDERS ARISING OUT OF OR RELATED TO THESE TERMS OF USE MUST BE SUBMITTED TO ARBITRATION AND YOU EXPRESSLY WAIVE RIGHTS TO PARTICIPATE OR BRING A CLASS ACTION LAWSUIT.

Introduction

Total Life, Inc. (hereinafter "Total Life," "we," "us," and "our") and its affiliates owns and operates the websites located at www.totallife.com (collectively the "Platform" or "Websites"). We refer to the websites, and other services provided by Total Life together herein as the "Services." In these Terms of Use, the terms "you" and "yours" or "user" refer to the person using the Services. Total Life, including its Affiliates, and you are hereinafter collectively referred to as the "Parties."

BY ACCESSING THE SITE OR USING OUR SERVICES, YOU ACKNOWLEDGE THAT YOU HAVE READ, UNDERSTOOD, AND AGREE TO BE LEGALLY BOUND AND COMPLY WITH THESE TERMS OF USE. IF YOU DO NOT OR CANNOT AGREE WITH ANY PART OF THESE TERMS OF USE, YOU MAY NOT USE THE SERVICES. THESE TERMS OF USE ARE SUBJECT TO CHANGE AS PROVIDED HEREIN.

These terms and conditions of use ("Terms of Use" or "Terms") describe your rights and responsibilities with regard to the Services. Your access to and use of the Services is subject to these Terms of Use, our Privacy Policy, other additional policies as referenced and hereby incorporated into these Terms of use, as well as all applicable laws and regulations. If you do not agree to these Terms of Use, do not create an account or use the Service.

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Services Overview, Availability, and Eligibility

Total Life offers a technology enabled Platform that is capable of (i) providing health and wellness information, (ii) offering access to pharmacy services and OTC products, (iii) giving access to tools for managing health issues, (iv) collecting, updating, and maintaining health records and information for use by healthcare providers or pharmacies participating the Platform, (v) assisting with scheduling and payment for health care and pharmacy services, and (vi) offering communication support for telehealth and therapy consultations and treatments with health care providers.

Through the Platform, Total Life is able to offer a wide variety of services and benefits. Users may have the ability to access or receive:

- **Health & Wellness Information & Personalized Insights.** Users may access general health and wellness content, as well as receive personalized insights and wellness recommendations supported by AI technologies.
- **Healthcare & Pharmacy Services.** The Platform facilitates the scheduling and payment of healthcare services, participation in telehealth or therapy sessions, and access to pharmacy-related services and over-the-counter products. This includes verification of your insurance coverage and the processing of claims in coordination with participating health plans.
- **Management and Coordination of Care.** The platform enables Total Life to share your health information with your primary care provider, insurance provider, or value-based care entity, and to coordinate any Total Life healthcare services you receive.

- **Health Management Tools & Devices.** Users may utilize various tools to manage ongoing health concerns and may also integrate with third-party wearables and health devices to support health tracking and goal monitoring.
- **Community & Peer Support.** Users may access forums or community features that enable peer interaction and shared wellness experiences in a moderated environment.
- **Health Records & Data Management.** The Platform allows for the collection, updating, and secure storage of personal health information which you may review and may be shared with authorized healthcare providers, insurance providers, pharmacies as needed for service delivery.

Availability. Total Life is based in the United States and provides its Services only for use by those located in the U.S. If you access the Services from outside the U.S., you do so at your own risk and are responsible for complying with local laws.

Eligibility. Our Services are for individuals 18 years or older, and by using the Services, you represent and warrant the following: (i) you are 18 or older, (ii) you are located in a state where we operate, depending on the Services, and (iii) you agree to comply with these Terms of Use and our other Policies incorporated into these Terms.

Meeting these requirements does not guarantee access to Services. Total Life and the Medical Groups may change eligibility criteria at their discretion, without prior notice. To use the Services to their fullest, you may need a telephone number, Internet access, and required software, and compatible devices, which may include access to devices capable of live, two-way audio and visual communication and sufficient ability to connect to the Internet for streaming. Additional fees may apply for phone, mobile, or Internet services.

Your Relationship with Total Life

Total Life Inc. is not a medical provider and does not provide medical advice, care, and/or treatment. Total Life provides the Platform to connect you with access to a healthcare provider of the Medical Groups, and to provide general health and wellness resources for informational purposes only. Total Life also provides other administrative and management services to the independent, clinician-owned and operated, medical, therapy, or psychiatry practices, the Medical Groups. Any telemedicine consults obtained through our Platform are provided by licensed Providers, including but not limited to physicians, nurse practitioners, therapists, psychiatrists, and dietitians. Total Life Inc. does not practice medicine or provide clinical supervision. Providers on the Platform are solely responsible for their own professional judgment, advice, or conduct between the Provider and you. Total Life licenses the “Total Life” brand name to the Medical Groups and other affiliated medical practices that use our Platform to assist in the provision of Services. There is no single provider of medical care called “Total Life.” Each Total Life-branded Medical Group engages a network of United States based clinicians who provide clinical telehealth and mental health services. Total Life does not guarantee that you will have ongoing access to, or that you will at all times receive any specific Provider participating on the Platform. The Providers deliver clinical services via the Platform to their patients. Total Life does not provide medical advice or care, own or operate the medical practices, employ or in any way supervise the clinicians providing medical care, and control over the care provided is the sole responsibility of the independent medical practices and the Providers they employ or contract. Services and practices may vary across Providers, and patients should contact the Providers at Medical Group directly for all questions concerning their medical care.

You understand that by coordinating and consulting with an affiliated Medical Group and its health care providers through the Services, you are not entering into a provider-patient relationship with Total Life Inc.

Therapy, Psychiatry, Telehealth, and other Medical Services

Total Life contracts with Total Life FL P.A., Total Life NJ P.A., and Total Life CA, P.C., and their affiliated covered entities (collectively the “Medical Groups” or “Affiliated Medical Groups”), which are independent medical groups with a network of United States based licensed health care providers (each, a “Provider”) to provide a Platform for these Medical Groups to provide online telehealth clinical consultations, services, and/or treatment. The professional medical services provided by Medical Group through the use of our Platform are collectively referred to in this Terms of Use as the “Care Services.” Further details about the Care Service offered are described below. These Care Services are subject to change and the Medical Groups may choose to add or remove services at any time. In the event that a service is removed, the Medical Group will do its best to notify you ahead of time.

To receive Care Services, you must agree to our Consent to Telehealth for additional information about the risks and benefits of using telehealth and online therapy. The Consent to Telehealth is hereby incorporated into these Terms of Use by reference and constitutes a part of these Terms. While we hope the Medical Group’s Care Services are helpful to you, you understand, agree, and acknowledge that Care Services may not be appropriate for everyone’s needs and are not a substitute for direct in-person healthcare services in all cases.

Therapy & Psychiatry Services.

IF YOU ARE EXPERIENCING THOUGHTS OF SUICIDE, SELF-HARM, OR ANY URGENT OR EMERGENT MENTAL HEALTH ISSUE PLEASE DO NOT USE OUR SERVICES, AND INSTEAD SEEK IMMEDIATE HELP BY CALLING 988 OR GOING TO YOUR LOCAL EMERGENCY ROOM. PLATFORM SHOULD NOT BE USED TO DELAY SEEKING IN-PERSON CARE.

The Medical Groups provide a range of clinical mental health services. All mental health Providers on the Platform are required to be licensed professionals with the appropriate qualifications, experience, and certification in their field. These professionals may consist of clinical social workers, psychologists, psychiatrists or others. For details on specific requirements, please refer to your local regulations.

Mental Health Services provided through the Platform are not intended to provide any clinical diagnosis for all conditions and you may be directed to seek in-person care or evaluation in certain cases if in a Provider’s professional judgement they feel it is best for you to receive care in-person. When you are directed to seek in-person care, you should do so as soon as possible, Total Life and the Medical Groups are not responsible for your delays in seeking in-person care.

Note: The Care Services are not intended for the provision of clinical services for purposes such as, but not limited to, court-ordered counseling, disability claims, custody cases, work accommodations, or emotional service dog certification. If you need these services, please seek direct in-person care with a local healthcare provider.

Telehealth Services

The Platform enables individuals to consult with licensed healthcare professionals via the Medical Groups through secure digital communication channels, including video calls, phone consultations, or messaging systems (Telehealth Services). Telehealth services are part of the Care Services, and may encompass medical consultations, mental health assessments, diagnostic tools, diagnosis, treatment

recommendations, and prescriptions, as appropriate and within the scope of the services offered. Telehealth services are intended to be used for non-emergency healthcare needs, and the services provided may vary based on your geographic location at the time of your request, the availability of providers (including the same provider you used last time), and the specific medical or mental health treatment sought. You may switch providers at any time during your use of the services. Access to a specific provider is not guaranteed. By using the Services, you acknowledge that certain conditions may not be suitable for telehealth consultation and agree to seek in-person care for emergencies, urgent medical needs, or situations that require immediate attention.

Notice of Financial Responsibility, Payment Options; Insurance and Cash-Pay Acknowledgment

By using the Service, you acknowledge and agree that you have the option to obtain products and services either through your applicable health insurance coverage (if accepted by our providers), including private insurance or government healthcare programs, or on a self-pay (cash) basis. If you elect to use your insurance to seek reimbursement for any portion of the services or products, you understand and agree that you will be required to complete and sign all necessary documentation to facilitate billing and claims processing. This may include, without limitation, an Assignment of Benefits, Appointment of Representative, and an Authorization for the Release of Medical Records and Billing Information for payment purposes. If Services are considered out of network for your insurance, you may also request that we provide you with a superbill for your own submission by reaching out to care@totallife.com. Please note: Total Life does not guarantee reimbursement and is not responsible for claims processing of any superbill.

By using Insurance to receive Services offered through the Platform, you are confirming that you are eligible to use your insurance benefits to acquire the Services and that you are not violating the terms of your insurance, employee benefit, or employer sponsored benefit plan. You further understand that submission of a claim is not a guarantee of coverage, and you remain financially responsible for any copayments, coinsurance, deductibles, and any charges for services, products, or procedures not covered or denied by your insurance provider, whether in whole or in part. Total Life will use commercially reasonable efforts to provide you with an estimate of any such out-of-pocket costs in advance, where feasible and applicable, particularly in cases where your insurance may not cover certain items or services. However, any such estimate is not binding and may vary based on actual determinations made by your insurance provider.

In accordance with the federal No Surprises Act, if you are uninsured or choose not to use insurance, you are entitled to receive a “Good Faith Estimate” that outlines the expected costs of non-emergency medical services prior to your appointment. You may request a Good Faith Estimate at any time, and one will be provided in writing upon scheduling or request, consistent with applicable legal requirements. If you receive a bill that is at least \$400 more than your Good Faith Estimate, you may have the right to dispute the bill through the patient-provider dispute resolution process established under federal law. For more information, visit www.cms.gov/nosurprises/consumer or call 1-800-985-3059.

If you choose to receive services or products on a cash-pay basis, you understand and agree that such services will not be billed to, or reimbursed by, any third-party payor, including Medicare, Medicaid, TRICARE, or any other government or commercial health plan. You further acknowledge that Total Life, the Pharmacies, the Medical Groups, and the Providers will not submit any claims for reimbursement on your behalf and are not responsible for assisting with any insurance-related communications, appeals, or disputes. You accept full financial responsibility for any services or products obtained on a cash-pay basis and agree that payment is due in full at the time of service unless otherwise expressly agreed in writing.

When you use the Services on a cash-basis, you acknowledge and agree that (1) you are explicitly choosing to obtain products and services on a cash basis outside of any federal or state healthcare program; and (2) neither you nor Total Life, the Pharmacies, the Medical Groups or the Providers will submit a claim for reimbursement to any federal or state healthcare program for the costs of the services and products provided to you through the Service.

Chargebacks, Payment Disputes, and other Payment Issues. You are solely responsible for any and all payment activities and charges incurred through your account, including unauthorized use, chargebacks, disputed transactions, fraudulent activity, or any other misuse of your payment method. In the event of a chargeback or payment dispute, we reserve the right to suspend or terminate your access to the Platform or associated services, without notice, until the matter is resolved to our satisfaction. In the event that balances are owed to Total Life or its affiliates, we reserve the right to initiate collection proceedings against you, subject to applicable law. We further reserve the right to monitor for suspicious or potentially fraudulent payment activity and may take appropriate action, including reporting to legal authorities or payment processors, in accordance with applicable laws and regulations.

No Show Fees. Total Life reserves the right to charge certain fees when: (i) you do not show up for your scheduled appointment; (ii) you cancel your appointment without enough notice to your provider; (iii) you are not in the geographic location you told us you were in for your appointment; (iv) you are unable to connect to the provider via technology required to perform your visit. No Show Fees vary, and we will do our best to inform you of those fees in advance of them being charged to your account.

Subscription Products & Memberships

If using the Services on a cash-basis, certain products and services available for purchase may allow you to purchase the product and/or service on an automatically renewing subscription membership basis. You may not use insurance coverage or seek reimbursement for membership or subscription-based products. Agreeing to subscription-based products and services will cause your payment method to be automatically charged at regular intervals as described for that product or service during the checkout process until you cancel your subscription. Your first renewal may be charged early to prevent any discontinuity in treatment. At times, your subscription-based shipments may be charged and shipped up to five (5) days early to accommodate holidays or for other operational reasons to support continuity of treatment. We and/or the Providers may, but are not required to, perform outreach to you from time to time via the Service to request updates to your information and to facilitate ongoing subscriptions. You may cancel a subscription at any time by emailing care@totallife.com and directly requesting a pause or cancellation, to cancel, or by messaging us through your online account. Cancellation will take effect at the end of the current subscription period that you have elected. Unless you cancel at least ten (10) days before the applicable renewal processing date of your subscription, your subscription will automatically renew for another period. We do not offer refunds for partially used subscription periods, although we may provide refunds on a case-by-case basis in our sole and absolute discretion. For certain subscriptions and services, we may also offer you the ability to pause your subscription for a specified period of time. If you do not cancel before the end of the pause period, charging to your payment device will resume automatically. We may change our subscription plans and prices from time to time; however, we will provide you advance notice of any price changes or changes to your subscription plans.

In order to simplify the user experience through the Service, you will only see and be required to pay a single “total” subscription price. However, if a subscription product you purchase required a consultation with a Provider and/or includes a prescription product that you fill through one of the Pharmacies, then the total price you pay includes the amounts charged for use of the Service, as well as amounts charged by the Pharmacy for the prescription drug and the amount charged by the Medical Group for the services of the Provider, as applicable, which amounts are collected on behalf of and paid to the Pharmacies and Medical Groups, respectively.

Prescription Products. If you receive a prescription through the Services, you may choose a Total Life affiliated pharmacy to have your provider send the prescription. You may also choose to have your prescription fulfilled through the pharmacy of your choice when you are prompted during your use of the Services. By using the Services, you give us permission to share your information, including health records, personal details (like your name, location, and demographics), and other relevant health information with our affiliated Pharmacies, or to the pharmacy of your choice so that they can fill your prescription. You agree and understand that if using Total Life's affiliated pharmacies, your prescription(s) may be filled by and transferred between any of the affiliated pharmacies, and agree that the Service may do so on your behalf.

US Pharmacies Only. Total Life Affiliated Providers are only able to e-prescribe medications when clinically indicated, they can not provide hard copies of the prescription for you to take to the pharmacy. Moreover, Total Life Affiliated Providers are not able to send any prescriptions to pharmacies in foreign countries, such as Canada.

Non-child resistant packaging. If you choose a Total Life Affiliated Pharmacy to fill your prescription, you understand that your medication may not come in child-resistant packaging, and you agree to keep it out of reach of children.

No Controlled Substances. Total Life affiliated Providers do not prescribe controlled substances on the Platform or as part of any Care Services offering.

Account Registration, Security, and Termination

While some parts of the Services are accessible without an account, you may need to create an Account, in order to access specific features and functions of Services provided by Total Life and our affiliated Medical Groups. Users may be required to submit, register, or provide certain information either online or through over-the-phone enrollment to create an account ("Account") in order to access the specific Services.

- **Account Enrollment.** In order to access Services, you agree and acknowledge that you are at least eighteen (18) years old, and that you will provide us with private information about you, through an online and telephone submission. After Total Life determines your eligibility to receive the Services, we will ask you to create an account, or we may create an Account for you, which you may use from time to time to access the Services. You agree that any and all information that you provide to Total Life through use of any Services will be complete, accurate, and that you will keep all information related to your Account up-to-date. If enrolling an account for another individual, you represent and warrant that you have legal authority to enter into an agreement on the individual's behalf, and that you have consent to create an account using that individual's information for the purposes of that individual seeking Services.
- **Account Security.** For any Account you cause to be enrolled or created, you agree that you are responsible for maintaining the confidentiality of your account, its passwords, and any other private information used to verify your account, and you agree to log out after every session. You agree that you are fully responsible for all activities and Services that occur or are used under your Account or password. You agree to immediately notify us of any unauthorized use, suspected unauthorized use, or any other breach of security of your Account by contacting us at care@totallife.com. You agree to keep your password safe, and to change it promptly if you believe it has been compromised. We explicitly disclaimer and are not liable for any loss or

damage arising from your failure to comply with the above requirements regarding your Account. We reserve the right to take any and all reasonable and necessary action to protect the security of the Services and your Account information. We strongly recommend that you do not use the Services on public computers. We also recommend that you do not store your Account password(s) through your web browser or other software

- Account Termination. We may suspend or terminate your account and your access to the Services if you do not keep your account up-to-date or if you violate in any way this Agreement, including, but not limited to violations as discussed in the Restricted Use section of these Terms. We further reserve all rights to terminate any Account for misuse or violation of any of our Privacy Policies or any other additional terms applicable to the Services you used. You may request to terminate your Account at any time by contacting us at care@totallife.com, or by calling us at 1-800-567-5433.

Privacy

Total Life understands the importance of privacy and confidentiality regarding your health and personal information. Please see our Privacy Policy and our Notice of Privacy Practices for information about how we collect and use your personal and health information. Our Privacy Policy and Notice of Privacy Practices are hereby incorporated into these Terms of Use by reference and constitute a part of these Terms of Use.

Electronic Communication, Emails, Text Messages, and Phone Calls

Total Life uses various methods of telephone and electronic communications to provide you with the Services. When you use the Site to submit information, communicate with us via telephone, or otherwise agree to receive Services through Total Life, you are agreeing to our use of email, phone calls, and “text messages” which include, but are not limited to, Short Message Service (“SMS”) and Multimedia Message Service (“MMS”) messages to receive some, or all, of the Services. To receive the full benefit of our Services, you must separately agree to the terms of Total Life Text Message Program, which is hereby incorporated into these Terms of Use.

- a. Electronic Notices & Email Communication. During enrollment, or through your use of the Services, you agree that we can send you any privacy or other notices, disclosures, consents, or communications regarding enrollment in the Services through electronic means that include, but are not limited to, emails and text messages, push notifications to your mobile device, or by posting on the Site. You acknowledge and agree that we may use artificial intelligence (“AI”) technologies and automated systems to create, manage, or deliver these electronic communications and related services. 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. You agree that any notices provided by us electronically are deemed to be given and received on the date we transmit any such electronic communication as described in these Terms. The delivery of any communications from us is effective when sent by us, regardless of whether you read the communication when you receive it or whether you actually receive the delivery.
- b. Security of Electronic Communications. Even though we take steps to protect the privacy and security of your information and communications, you understand that sending any information through the internet and mobile carriers cannot be 100% secure. Text messages and emails that

you send to, or receive from, us are not encrypted, which means that it is possible the communications may be read or intercepted by third parties. If you choose to send or receive information about your health or any other sensitive information by text message or email, you do so at your own risk. You agree that by emailing us or giving us your email, you consent to receiving unencrypted emails messages. You may always change your communication preferences by emailing: care@totalhealth.com or by calling 1-800-567-5433.

c. Total Life Text Message Program.

- i. Opting-In. Eligible Total Life users over the age of 18 may opt-in to participate in the Total Life's Text Message Program. You may opt-in when you initially speak with one of our representatives, by visiting our Site requesting Services and agreeing to these Terms, or by making any other Service request and agreeing to these Terms. We may ask you to expressly authorize us to send you a text message link to view these Terms and to use the number to communicate with you during the Account Registration Process, as detailed above, and may record that authorization verbally. When you opt-in to the program, you consent to receiving text messages regarding your Account and for use of the Services. These text messages may include, but are not limited to, appointment reminders, check in messages, communications from a Medical Group Provider, health and wellness information, updates on order or prescription status, refill reminders, and other messages relating to your care. **TEXT MESSAGE SERVICES MAY NOT BE USED TO REPORT A MEDICAL EMERGENCY.** The number of text messages you receive from us may vary. You may also receive marketing messages, to the extent you have opted-in to marketing communications from Total Life.
- ii. Opting-Out. Access to the Services is not conditioned upon your consent to receive care and/or marketing related text messages from Total Life. You have the right to opt-out of any Total Life text messages at any time by replying "STOP" to the message received, from the enrolled mobile device. After you send the text message "STOP" to us, we may send you one final text message to confirm that you have been unenrolled. If you have opted-in to receive more than one type of text message from us, you will need to opt-out of each specific text message type to which you are enrolled. Until you have done so, you may continue to receive the types of text messages from us that you have opted-in to receive, but have not unenrolled from. You may also opt-out of receiving text messages by contacting us at care@totallife.com.

d. Phone Calls. When you signed up to request services, or have called us to request services, you are providing us with your phone number to use in providing the Services. When you speak with a representative from Total Life, we will ask you to verify your account, or if you do not have an account, we may ask you eligibility questions and for your express verbal consent for agreement with these Terms of Use, Privacy Policies, and other additional terms that may be applicable to you. Therefore, you may receive telephone communications from Total Life or its affiliates prior to your use of the Services or acceptance of our Terms, Privacy Policies, and other enrollment documents. During this initial communication, we may ask you to provide us with your express verbal consent to continue a conversation, or to provide follow up information (e.g., enrollment or marketing materials) via email or text message about the potential use of our Services. We will also tell you on the phone how to revoke your consent to receive follow up calls and communications. You may always revoke your consent to receive certain phone call communications, or to update your phone call preferences by contacting us at care@totallife.com.

Contact Information for Emergencies

You agree to provide us with information about where you are located at the beginning of every appointment. Moreover, you must provide, and keep updated, at least one emergency contact or a close family member (individual's name and phone number), who we may contact in case of a mental health crisis or other emergency where your location is important. You agree to obtain their consent before sharing their contact information with your Therapist or other Provider. Our providers use their professional judgement when notifying your emergency contacts, and if necessary, emergency first responders.

You acknowledge that your ability to access and use the Service is conditioned upon the truthfulness of the information you provide regarding your age, residence, current location at the time you use the Services, and emergency contact information. Furthermore, you acknowledge your truthfulness to these answers is relied upon by the Providers to interact with you and to provide the Services. If you change locations or are not truthful about your location at the time you are seeking Services, you may not be eligible to receive Services at that time.

Ownership & License to Use the Services

Ownership of Services. You acknowledge and agree that Total Life exclusively owns all rights to the Services and their content, features, and functionality ("Services Content"). You may not reproduce, modify, distribute, sell, disassemble, reverse engineer, or exploit, in any way, in whole or in part, any of the Services or Services Content except as permitted by these Terms, or with our express written consent. Any modifications, adaptation, translations, or derivative works created from the Services or Services Content are solely owned by Total Life or its licensors, including all intellectual property rights therein. Commercial use of the Services or Services Content is prohibited.

The Services may contain names, logos, images, and other materials displayed in and through the Services which are subject to and constitute trademarks, trade names, service marks or logos ("Marks") of Total Life or its affiliates which may be subject and protected by US copyright laws. You are not authorized to use any such Marks without our express written permission. We or our affiliates retain ownership of all such Marks and the associated goodwill.

License to Information Submitted via the Services

Subject to any limitations on Protected Information described below, any information you transmit to Total Life via the Service, whether by direct entry, submission, email or otherwise, including data, questions, comments, forum communications, or suggestions (collectively, "Submissions"), will, to the extent permitted under applicable law, be treated as non-confidential and non-proprietary. Subject to any applicable account settings that you select, you grant Total Life a fully paid, royalty-free, perpetual, irrevocable, worldwide, royalty-free, non-exclusive and fully sublicensable right (including any moral rights) and license to use, license, distribute, reproduce, modify, adapt, publicly perform, and publicly display, Submissions (in whole or in part) for the purposes of operating and providing the Service to you and to our other users. You warrant that the holder of any worldwide intellectual property right, including moral rights, in Submissions has completely and effectively waived all such rights and validly and irrevocably granted to you the right to grant the license stated above. You agree that you, not Total Life, are responsible for all of the Submissions that you provide to the Service. In addition to the foregoing, Total Life shall have the right, in its sole discretion, to edit, duplicate, or alter the Submission in any manner for any purpose that Total Life deems necessary or desirable, and you irrevocably waive any and all so-called moral rights you may have in the Submission. You further agree that you shall have no right of approval and no claim to compensation in connection with the Submission.

If your Submission includes Protected Information, Total Life's rights to use or share that information will be limited as required by applicable law.

Restrictions on Use

You agree that in using or accessing the Services, you will not attempt to:

- impersonate any person or entity, or otherwise misrepresent your affiliation with a person or entity;
- use the Services to violate any local, state, national or international law;
- reverse engineer, disassemble, decompile, or translate any software or other components of the Services;
- engage in any potentially harmful acts that are directed against the Services, including but not limited to violating or attempting to violate any security features of the Services, introducing viruses, worms, or similar harmful code into the Services, or interfering or attempting to interfere with use of the Services by any other user, host or network, including by means of overloading, "flooding," "spamming," "mail bombing," or "crashing" the Services;
- Submit false, fraudulent, or offensive information;
- post any User Content that (i) that violates any third-party right or any intellectual property or proprietary right; (ii) that is unlawful, harassing, abusive, tortious, threatening, harmful, invasive of another's privacy, vulgar, defamatory, false, intentionally misleading, trade libelous, pornographic, obscene, patently offensive, promotes racism, bigotry, hatred, or physical harm of any kind against any group or individual; (iii) that is harmful to minors in any way; (iv) that attempts to obtain the personal information of other users; or (v) that is in violation of any law, regulation, or obligations or restrictions imposed by any third party;
- access the services while driving;
- access the services while under the influence or use of drugs, alcohol, or other illicit substances;
- send through the Services unsolicited or unauthorized advertising, promotional materials, junk mail, spam, chain letters, pyramid schemes, or any other form of duplicative or unsolicited messages;
- harm, harass, threaten, abuse, defame, demean, discriminate against, or intimidate any affiliated health care provider who provides health care services related to the Services, as we determine in our sole discretion;
- use the Services to harvest, collect, gather or assemble information or data regarding other users without their consent;
- remove, alter, or obscure any intellectual property or proprietary rights notices, trademarks, logos, or other content from the Services, or use framing techniques to enclose such content without our prior written consent;
- harass or interfere with any other User's use and enjoyment of the Services;
- bypass, breach, avoid, remove, deactivate, impair, descramble, or otherwise circumvent any security device, protection, or technological measure implemented by Total Life or any of our service providers to protect the Services;
- otherwise use the Services in any manner that exceeds the scope of use granted herein;
- encourage, enable, or engage any other individual to do anything that violates these Terms of Use.

Third Party Links, Ads, and Other User Content

Our Services may contain links to third-party websites and services, and/or display advertisements for third-parties, or such links to third-parties may be provided to you by a Provider or other Total Life teammate. Such Third-Party Links & Ads are not under Total Life's control, and we are not responsible for any Third-Party Links & Ads. Total Life provides access to these Third-Party Links & Ads only as a

convenience to you, and does not review, approve, monitor, endorse, warrant, or make any representations with respect to Third-Party Links & Ads. You use all Third-Party Links & Ads at your own risk, and should apply a suitable level of caution and discretion in doing so, even if these links are provided to you through the services. When you click on any of the Third-Party Links & Ads, the applicable third party's terms and policies apply, including the third party's privacy statements, cookies policies, and data gathering practices.

Users of the Services are solely responsible for all of their own User Content. Because we do not control User Content, you acknowledge and agree that we are not responsible for any User Content, whether provided by you or by others. You agree that we will not be responsible for any loss or damage incurred as the result of any such interactions. If there is a dispute between you and any User, we are under no obligation to become involved.

Terms of Sale

All products offered for sale by Total Life are subject to availability and Total Life or its affiliated parties reserve the right to impose quantity limits on any order or reject all or any part of an order without prior notice. In the event of an error, we reserve the right to correct the error and revise your order accordingly (which includes charging the correct price) or to cancel the order and refund any amount charged. Prices for products are subject to change at any time. You are responsible for any applicable sales, use, duty, customs or other governmental taxes, levies or fees ("Taxes") due with respect to your purchase of products or services through our Service. We will collect applicable Taxes if we determine we have a duty to collect Taxes. We will present an estimate of Taxes we collect at checkout, except where we have clearly stated in writing that a price includes Taxes. The actual Taxes charged may be adjusted from the amount shown at checkout. Several factors may cause this, such as variances between processor programs and changes in tax rates. We are not required to, and do not, collect Taxes in all states. You may have a duty to directly report and pay Taxes if we do not collect such Taxes.

Only valid payment methods acceptable to us may be used to complete a purchase via the Service. You represent and warrant that you are authorized to use your designated payment method. You authorize us to charge your designated payment method for the total amount of your order (including any applicable taxes and shipping and handling charges). If your designated payment method is declined, we will attempt to process your charge until the transaction is approved. We and our third-party payment service providers may request, and may receive, updated payment card information from your payment card issuer, such as updated card numbers and expiration date information when your credit card has expired. If such updated information is provided to us and our third-party payment service providers, you agree we may update your account information accordingly, and will use such updated information to process payments for your future purchases and applicable subscription charges (including any applicable taxes, shipping and handling charges). Your payment card issuer may give you the right to opt out of providing vendors and third-party payment service providers with your updated card information. If you wish to opt out of your payment card's updating service, you should contact your card issuer. We are not responsible for any fees or charges that your bank or payment card issuer may apply. If your bank or card issuer reverses a charge to your payment card, we may bill your account directly and seek payment by another method including a mailed statement.

If any of the products in your order are unavailable, we will only charge the prices, Taxes and other applicable charges associated with the products that are included in the shipment. In connection with any purchase you make through the Service, you may be asked to supply certain information relevant to the transaction, including, without limitation, your payment card number and expiration date, your billing address, your shipping address, your phone number and/or your email address. By submitting such information, you grant Total Life without charge the irrevocable, unencumbered, universe-wide and

perpetual right to provide such information (and any updated information we receive) to third parties (e.g., payment processing companies, buyers on the Service, sellers on the Service) for the purpose of facilitating the transaction.

All credit card, debit card and other monetary transactions on or through the Service occur through an online payment processing applications accessible through the Service. This online payment processing application(s) is provided by Total Life's third-party online payment processing vendor, Stripe ("Stripe"). Additional information about Stripe, its privacy policy and its information security measures (collectively, the "Stripe Policies") should be available on the Stripe website located at <https://stripe.com/privacy> or by contacting Stripe directly. Reference is made to the Stripe Policies for informational purposes only and are in no way incorporated into or made a part of this Agreement. Total Life's relationship with Stripe, if any, is merely contractual in nature, as Stripe is nothing more than a third-party vendor to Total Life and is in no way subject to Total Life's direction or control; thus, their relationship is not, and should not be construed as, one of fiduciaries, franchisors-franchisees, agents-principals, employers-employees, partners, joint venturers or the like.

From time to time, individuals may be offered other payment options that include deferred or installment payment arrangements, integrated payment apps such Google Pay, or Apple Pay. Your use of those alternate payment methods is conditioned on your acceptance of the third-party payment vendor's terms and conditions and privacy policy. Total Life maintains only a contractual third-party relationship with these payment processors. We are not responsible for installment payment options, terms, conditions, or any disputes arising from your use of their services. Please review their policies before choosing to purchase products and services through these installment payment options.

You may choose to use certain Flexible Spending Account or Health Savings Account (FSA/HSA) funds for payment of any of Total Life's services or for the products offered by the third party pharmacies, labs, and affiliated providers. Please note that even if you are able to process payment through your FSA/HSA funds, Total Life does not guarantee that any of the Services provided are FSA / HSA eligible. Before using your FSA / HSA funds you should check with your plan administrator and documents to ensure eligibility.

You agree to pay any shipping and handling charges, if any, shown at the time you make a purchase. We reserve the right to increase, decrease, add or eliminate shipping and handling charges from time to time, but we will provide notice of the changes applicable to you before you make your purchase. Any delivery dates or times shown as part of the checkout process are estimates only and are not guaranteed. Unless we state otherwise in writing via the Service, risk of loss or damage to a product passes to you upon delivery of the product to our designated carrier.

We reserve the right to remedy User issues and concerns on a case-by-case basis. We reserve the right, in our sole discretion, to resolve customer issues and concerns based on the facts and circumstances of each User.

Disclaimer of Warranties

YOU EXPRESSLY AGREE THAT USE OF THE SERVICES IS AT YOUR SOLE RISK. YOU ACKNOWLEDGE AND AGREE THAT TO THE FULLEST EXTENT PERMITTED BY LAW, THE SERVICES ARE PROVIDED ON AN "AS IS" AND "AS AVAILABLE" BASIS. TOTAL LIFE AND ITS AFFILIATES, INCLUDING WITHOUT LIMITATION ALL AFFILIATED MEDICAL GROUPS, AND THEIR RESPECTIVE OFFICERS, DIRECTORS, MANAGERS, PARTNERS, MEMBERS, EMPLOYEES, AND AGENTS (COLLECTIVELY "**AFFILIATED PERSONS**") MAKE NO

REPRESENTATIONS OR WARRANTIES AND EXPRESSLY DISCLAIM ANY AND ALL WARRANTIES OF ANY KIND, WHETHER EXPRESS OR IMPLIED, WITH RESPECT TO THE SERVICES INCLUDING, BUT NOT LIMITED TO, ANY REPRESENTATIONS OR WARRANTIES WITH RESPECT TO MERCHANTABILITY, FITNESS FOR A PARTICULAR USE OR PURPOSE, NONINFRINGEMENT, TITLE, AVAILABILITY, SECURITY, OPERABILITY, CONDITION, VALUE, ACCURACY OF DATA, FREEDOM FROM VIRUSES OR MALWARE, COMPLETENESS, TIMELINESS, FUNCTIONALITY, OR RELIABILITY. WE MAKE NO WARRANTIES OR REPRESENTATIONS THAT YOUR USE OF THE SERVICES WILL NOT INFRINGE THE RIGHTS OF THIRD PARTIES.

TO THE FULLEST EXTENT OF APPLICABLE LAW, NEITHER TOTAL LIFE NOR ITS RELATED PERSONS WILL BE LIABLE FOR ANY LOSS OR DAMAGE CAUSED BY YOUR RELIANCE ON INFORMATION OBTAINED THROUGH THE SERVICES. IT IS YOUR RESPONSIBILITY TO EVALUATE THE ACCURACY, COMPLETENESS, TIMELINESS, RELIABILITY OR USEFULNESS OF THE SERVICES, SERVICES CONTENT, AND USER CONTENT. FURTHERMORE, WE DO NOT GUARANTEE THAT THE SERVICES WILL BE UNINTERRUPTED, OR FREE FROM ERROR, DEFECT, LOSS, DELAY IN OPERATION, CORRUPTION, CYBER ATTACK, VIRUSES, INTERFERENCE, HACKING, MALWARE, OR OTHER SECURITY INTRUSION, AND WE DISCLAIMS ANY LIABILITY RELATING THERETO INCLUDING SCHEDULING DELAYS, APPOINTMENT CANCELLATIONS AND SERVICE INTERRUPTIONS.

YOU UNDERSTAND AND AGREE THAT ANY CONTENT, MATERIAL AND/OR INFORMATION OBTAINED THROUGH THE USE OF THE SERVICES ARE USED AT YOUR SOLE RISK AND THAT YOU WILL BE SOLELY RESPONSIBLE FOR ANY DAMAGE TO YOUR COMPUTER OR MOBILE PHONE OR LOSS OF DATA THAT RESULTS FROM THE DOWNLOAD OF SUCH CONTENT, MATERIAL AND/OR INFORMATION, OR YOUR RELIANCE ON ANY SUCH CONTENT, MATERIAL, AND/OR INFORMATION.

Limitation of Liability

YOU UNDERSTAND THAT TO THE FULLEST EXTENT PERMITTED UNDER APPLICABLE LAW, IN NO EVENT SHALL TOTAL LIFE INC., AND OUR RELATED PARTIES INCLUDING THE MEDICAL GROUP PROVIDERS, OR ANY OF THE RESPECTIVE SHAREHOLDERS, OFFICERS, EMPLOYEES, DIRECTORS, PARENTS, SUBSIDIARIES, AFFILIATES, AGENTS OR LICENSORS BE LIABLE FOR ANY INDIRECT, INCIDENTAL, SPECIAL, CONSEQUENTIAL OR EXEMPLARY DAMAGES, INCLUDING, BUT NOT LIMITED TO, PERSONAL INJURY/WRONGFUL DEATH, DAMAGES FOR LOSS OF REVENUES, PROFITS, GOODWILL, USE, DATA OR OTHER INTANGIBLE LOSSES ARISING OUT OF OR RELATED TO YOUR USE OR INABILITY TO USE THE SERVICES, REGARDLESS OF WHETHER SUCH DAMAGES ARE BASED ON CONTRACT, TORT (INCLUDING NEGLIGENCE AND STRICT LIABILITY), WARRANTY, STATUTE OR OTHERWISE AND WHETHER OR NOT TOTAL LIFE WAS ADVISED OF THE POSSIBILITY OF SUCH DAMAGES. TO THE FULLEST EXTENT PERMITTED BY LAW, TOTAL LIFE SHALL BE LIABLE ONLY TO THE EXTENT OF ACTUAL DAMAGES INCURRED BY YOU, NOT TO EXCEED U.S. \$500

ALL CLAIMS ARISING IN CONNECTION WITH YOUR USE OF THE SERVICES OR CONTENT MUST BE BROUGHT WITHIN ONE (1) YEAR OF THE DATE OF THE EVENT GIVING RISE TO SUCH ACTION.

TO THE EXTENT THAT WE MAY NOT, AS A MATTER OF APPLICABLE LAW, DISCLAIM ANY IMPLIED WARRANTY OR LIMIT ITS LIABILITIES, THE SCOPE AND DURATION OF SUCH

WARRANTY AND THE EXTENT OF OUR LIABILITY WILL BE THE MINIMUM PERMITTED UNDER SUCH APPLICABLE LAW.

Indemnification

To the fullest extent permitted by law, you will indemnify and hold Total Life, Inc. and its “Affiliated Persons” which includes, but is not limited to its parents, subsidiaries, affiliates officers, employees, agents, partners, and licensors harmless from and against any and all third-party actions suits, damages, losses, costs, liabilities and expenses (including reasonable attorneys’ fees) relating to or arising out of: (a) your failure to provide accurate, current, and complete medical or personal information; (b) your violation or breach of the Terms; (c) your User Content; (d) your violation of any rights of another party, including any users of the Services; or (e) your violation of any applicable laws, rules, and regulations. Total Life reserves the right, at its own cost, to assume the exclusive defense and control of any matter otherwise subject to indemnification by you, in which event you will fully cooperate with Total Life in asserting any available defenses. You agree that the provisions in this section will survive any termination of the Terms or your access to the Services.

Changes to the Terms of Use and the Services

We are consistently updating and developing our Terms of Use, and at any time, we reserve the right to review or remove any part of these Terms of Use in our sole discretion without prior notice to you. It is your responsibility to check the Terms of Use from time to time when using the Services to determine if any changes have been made. All changes to these Terms of Use are effective upon posting to the Site unless applicable law requires us to provide additional notice or take other actions before such changes can become effective. If you disagree with these Terms of Use, your sole and exclusive remedy is to discontinue your use of the Services. Your continued use after a change has been posted constitutes your acceptance of the changes.

Moreover, you agree and understand that all or parts of the Services may not be accessible at any time, for any length of time, or for any reason. Total Life will not be liable if for any reason all or any part of the Services are unavailable at any time or for any period. Total Life reserves the right at any time and for any reason to modify, or temporarily or permanently discontinue, the Services or any portion thereof, with or without notice. You agree that Total Life shall not be liable to you or to any third party for any modification, suspension, or discontinuance of the Services.

Dispute Resolution and Binding Arbitration

YOU AND WE EXPRESSLY AGREE THAT ANY LEGAL CLAIM, DISPUTE OR OTHER CONTROVERSY BETWEEN YOU AND US OR ANY OF THE TOTAL LIFE PARTIES, ANY MEDICAL GROUPS, PROVIDERS, OR PHARMACIES ARISING OUT OF OR OTHERWISE RELATING IN ANY WAY TO THE TOTAL LIFE PARTIES, THE PLATFORM, THE CONTENT OR THE SERVICE, OR ANY OTHER GOODS, SERVICES OR ADVERTISING BY TOTAL LIFE OR ANY OF THE TOTAL LIFE PARTIES, PHARMACIES, MEDICAL GROUPS, OR PROVIDERS, INCLUDING CONTROVERSIES RELATING TO THE APPLICABILITY, ENFORCEABILITY OR VALIDITY OF ANY PROVISION OF THIS AGREEMENT (COLLECTIVELY, “DISPUTES”), THAT IS NOT RESOLVED BY AN INFORMAL DISPUTE RESOLUTION CONFERENCE (AS DEFINED AND DESCRIBED BELOW), SHALL BE RESOLVED IN CONFIDENTIAL BINDING ARBITRATION CONDUCTED BEFORE ONE COMMERCIAL ARBITRATOR FROM THE AMERICAN ARBITRATION ASSOCIATION (“AAA”), RATHER THAN IN A COURT, AS

DESCRIBED HEREIN. THE ARBITRATION WILL BE GOVERNED BY THE AAA'S CONSUMER ARBITRATION RULES AND, IF THE ARBITRATOR DEEMS THEM APPLICABLE, THE SUPPLEMENTARY PROCEDURES FOR CONSUMER RELATED DISPUTES (COLLECTIVELY, "RULES AND PROCEDURES"). YOU ACKNOWLEDGE THAT YOU ARE VOLUNTARILY AND KNOWINGLY FORFEITING YOUR RIGHT TO A TRIAL BY JURY AND TO OTHERWISE PROCEED IN A LAWSUIT IN STATE OR FEDERAL COURT, EXCEPT AS EXPRESSLY PROVIDED HEREIN. FOR PURPOSES OF THIS ARBITRATION AGREEMENT, "DISPUTE" WILL ALSO INCLUDE DISPUTES THAT AROSE OR INVOLVE FACTS OCCURRING BEFORE THE EXISTENCE OF THIS OR ANY PRIOR VERSIONS OF THE TERMS AND CONDITIONS AS WELL AS CLAIMS THAT MAY ARISE AFTER THE TERMINATION OF THESE TERMS AND CONDITIONS.

In the event a Dispute arises between us, we are committed to working with you to reach a reasonable resolution. You and we agree that good faith informal efforts to resolve Disputes can result in a prompt, low-cost and mutually beneficial outcome. You and we therefore agree that before either party commences arbitration against the other (or initiates an action in small claims court if a party so elects), we will personally meet and confer telephonically or via videoconference, in a good faith effort to resolve informally any Dispute covered by this Arbitration Agreement ("Informal Dispute Resolution Conference"). If you are represented by counsel, your counsel may participate in the conference, but you will also participate in the conference.

The party initiating a Dispute must give notice to the other party in writing of its intent to initiate an Informal Dispute Resolution Conference ("Notice"), which shall occur within forty-five (45) days after the other party receives such Notice, unless an extension is mutually agreed upon by the parties. Notice to us that you intend to initiate an Informal Dispute Resolution Conference should be sent by email to care@totallife.com or regular mail to: Total Life, 110 Front Street, Suite 300, Jupiter, Florida 33477. The Notice must include: (1) your name, telephone number, mailing address, e-mail address associated with your account (if you have one); (2) the name, telephone number, mailing address and e-mail address of your counsel, if any; and (3) a description of your Dispute. We will provide notice to your address on file. The Informal Dispute Resolution Conference shall be individualized such that a separate conference must be held each time either party initiates a Dispute, even if the same law firm or group of law firms represents multiple users in similar cases, unless all parties agree; multiple individuals initiating a Dispute cannot participate in the same Informal Dispute Resolution Conference unless all parties agree.

If you and we are unable to resolve a Dispute within thirty (30) days after the applicable Informal Dispute Resolution Conference, either party may commence arbitration. Arbitration is more informal than a lawsuit in court. Arbitration uses a neutral arbitrator instead of a judge or jury, and court review of an arbitration award is very limited. However, an arbitrator can award the same damages and relief on an individual basis that a court can award to an individual.

Payment of arbitration costs will be governed by the AAA's fee schedule. Each party agrees to pay its own attorneys' fees and expenses unless there is a governing statutory provision that requires the prevailing party to be paid attorneys' fees and expenses.

The arbitration shall be conducted in Palm Beach County, Florida except that, in the event Palm Beach County, Florida is not within one hundred (100) miles of your residence, the arbitration may be conducted within one hundred (100) miles of your residence, unless the parties agree otherwise in writing. The arbitrator's award shall be final and binding on all parties and may be entered as a judgment in any court of competent jurisdiction. These Terms and Conditions evidence a transaction involving interstate commerce; and notwithstanding any other provision herein with respect to the applicable substantive law, the Federal Arbitration Act, 9 U.S.C. § 1 et seq., will govern the interpretation and enforcement of this Arbitration Agreement and any arbitration proceedings.

For more information on AAA, its Rules and Procedures, and how to file an arbitration claim, you may call AAA at 800-778-7879 or visit the AAA website at <https://www.adr.org>.

Notwithstanding anything to the contrary herein, to the extent the Dispute arises from: (a) a violation of either party's intellectual property rights in any manner; and/or (b) any claim related to, or arising from, allegations of theft, piracy, unauthorized use or a violation of the Computer Fraud and Abuse Act; then you and the applicable Total Life Party agree that a party may seek injunctive remedies (or an equivalent type of urgent legal relief) in a state or federal court in Palm Beach County, Florida, and both parties agree to submit to the personal jurisdiction of such courts in connection with such proceedings. In addition to the foregoing, either you or we may assert an individual action in small claims court for Disputes that are within the scope of such court's jurisdiction in lieu of arbitration as long as such action remains in such court and advances only on an individual (non-class, non-representative) basis.

YOU AND WE HEREBY WAIVE ANY CONSTITUTIONAL AND STATUTORY RIGHTS TO SUE IN COURT AND HAVE A TRIAL IN FRONT OF A JUDGE OR A JURY. You and we are instead electing that all Disputes shall be resolved by arbitration under this Arbitration Agreement, except as specified otherwise herein. There is no judge or jury in arbitration, and court review of an arbitration award is subject to very limited review.

YOU AND WE AGREE THAT, EXCEPT AS SPECIFIED HEREIN, ALL DISPUTES SUBJECT TO ARBITRATION UNDER THIS AGREEMENT MUST BE ARBITRATED ON AN INDIVIDUAL BASIS AND NOT ON A CLASS, COLLECTIVE OR REPRESENTATIVE BASIS. NO PARTY MAY BRING ANY CLAIM SUBJECT TO ARBITRATION PURSUANT TO THIS AGREEMENT AS A PRIVATE ATTORNEY GENERAL, IN A REPRESENTATIVE CAPACITY, OR AS A PLAINTIFF OR CLASS MEMBER IN ANY PURPORTED CLASS PROCEEDING. THE CLAIMS OF MORE THAN ONE CUSTOMER OR USER CANNOT BE JOINED OR CONSOLIDATED WITH THOSE OF ANY OTHER CUSTOMER OR USER. NO ARBITRATION SHALL BE CONSOLIDATED OR JOINED WITH ANY OTHER ARBITRATION EXCEPT AS SPECIFIED HEREIN. 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). If a court decides by means of a final decision, not subject to any further appeal or recourse, that applicable law precludes enforcement of any of this paragraph's limitations as to a particular claim or request for relief, then such claim or request for relief (and only that claim or request for relief) shall be severed from the arbitration and may be brought exclusively in the state or federal courts located in Palm

Beach County, Florida subject to the parties' respective rights to appeal the decision. All other claims or requests for relief shall be arbitrated. The parties agree that any claims or requests for relief that are severed from an arbitration may not proceed in litigation and shall be stayed until all claims between the parties remaining in arbitration are finally resolved. The parties agree to submit to the personal jurisdiction of the federal and state courts located in Palm Beach County, Florida for purposes of resolving any claims or requests for relief severed from arbitration pursuant to this paragraph. This subsection does not prevent you or us from participating in a class-wide settlement of claims.

To increase the efficiency of administration and resolution of arbitrations, you and we agree that in the event that there are one hundred (100) or more individual arbitrations of a substantially similar nature filed against us by or with the assistance of the same law firm, group of law firms, or organizations, within a thirty (30) day period (or as soon as possible thereafter), the AAA shall (1) administer the arbitration demands in batches of one hundred (100) arbitrations per batch (plus, to the extent there are less than one hundred (100) arbitrations left over after the batching described above, a final batch consisting of the remaining arbitrations); (2) appoint one arbitrator for each batch; and (3) provide for the resolution of each batch as a single consolidated arbitration with one set of filing and administrative fees due per side per batch, one procedural calendar, one hearing (if any) in a place to be determined by the arbitrator, and one final award ("Batch Arbitration").

All parties agree that arbitrations are of a "substantially similar nature" if they arise out of or relate to the same event, act, omission, practice or factual scenario and raise the same or similar legal issues and seek the same or similar relief. To the extent the parties disagree on the application of the Batch Arbitration process, the disagreeing party shall advise the AAA, and the AAA shall appoint a sole standing arbitrator to determine the applicability of the Batch Arbitration process ("Administrative Arbitrator"). In an effort to expedite resolution of any such dispute by the Administrative Arbitrator, the parties agree the Administrative Arbitrator may set forth such procedures as are necessary to resolve any disputes promptly. The Administrative Arbitrator's fees shall be paid by us.

You and we agree to cooperate in good faith with the AAA to implement the Batch Arbitration process including the payment of single filing and administrative fees for batches of arbitrations, as well as any steps to minimize the time and costs of arbitration, which may include: (1) the appointment of a discovery special master to assist the arbitrator in the resolution of discovery disputes; and (2) the adoption of an expedited calendar of the arbitration proceedings. This Batch Arbitration provision shall in no way be interpreted as authorizing a class, collective and/or mass arbitration or action of any kind, or arbitration involving joint or consolidated claims under any circumstances, except as expressly set forth in this provision.

You can opt out of the provisions of this Arbitration agreement that require the arbitration of Disputes within thirty (30) days of the date that you first agree to any version of this Agreement that requires arbitration of disputes with Total Life or any of the Total Life Parties, Medical Groups, or Pharmacies. To opt out, you must send your name, residence address, and email address together with a clear statement that you want to opt out of the requirement to arbitrate disputes with the applicable party to: Total Life, ATTN: Arbitration Opt-Out, 110 Front Street, Suite 300, Jupiter, Florida 33477, Opting out of this

Arbitration Agreement has no effect on any other arbitration agreements that you may currently have, or may enter in the future, with us or any other Total Life Parties.

Before you commence arbitration of a Dispute, you must provide us with a written Notice of Dispute that includes your name, residence address, username (if applicable) and email address associated with your User account (if applicable), a detailed description of the Dispute, and the relief you seek. Before we commence arbitration of a Dispute against you, we will provide a written Notice of Dispute to you with a detailed description of the Dispute and the relief we seek. Any Notice of Dispute you send to us should be mailed to Total Life, ATTN: Dispute Notice, 110 Front Street, Suite 300, Jupiter, Florida 33477. Notwithstanding anything to the contrary in this Agreement, if we make any future material modification to any provisions of this Agreement that govern the arbitration or resolution of Disputes, such changes will not apply to any Dispute between you and us for which either party had previously provided a written Notice of Dispute to the other in accordance with this paragraph. Further, if we make any future material changes to the provisions of this Agreement that govern the arbitration or resolution of Disputes, you may reject such changes by sending a written notice of your rejection decision to us at Total Life, ATTN: Arbitration Opt-Out, 110 Front Street, Suite 300, Jupiter, Florida 33477, within 30 days of the effective date of such modifications. Changes to this Arbitration Agreement do not provide you with a new opportunity to opt out of the Arbitration Agreement if you have previously agreed to a version of these Terms and Conditions and did not validly opt out of arbitration. If you reject any change or update to this Arbitration Agreement, and you were bound by an existing agreement to arbitrate Disputes, the provisions of this Arbitration Agreement as of the date you first accepted the Terms and Conditions (or accepted any subsequent changes to these Terms and Conditions) remain in full force and effect. We will continue to honor any valid opt outs of the Arbitration Agreement that you made to a prior version of these Terms and Conditions.

Except as provided above, if any part or parts of this Arbitration Agreement are found under the law to be invalid or unenforceable, then such specific part or parts shall be of no force and effect and shall be severed, and the remainder of the Arbitration Agreement shall continue in full force and effect.

Miscellaneous Terms

Governing Law. The Terms, your use of the Services, and any action related thereto shall be governed by and construed in accordance with the laws of the State of Florida consistent with the Federal Arbitration Act, without regard to the choice of law provisions of any jurisdiction.

Assignment. These Terms inure to the benefit of and will be binding upon our and your permitted successors and assigns. The Terms, and your rights and obligations hereunder, may not be assigned, subcontracted, delegated or otherwise transferred by you without Total Life's prior written consent, and any attempted assignment, subcontract, delegation, or transfer in violation of the foregoing will be null and void. Total Life may, without further consent or notification, assign all contractual rights and obligations pursuant to these Terms if some or all of Total Life is transferred to another entity by way of merger, sale of its assets, or otherwise.

Amendment. Except as described in the section entitled Changes to the Terms of Use, these Terms may not be amended unless in writing and signed by both Parties.

No Third Party Beneficiary. No person other than the Parties hereto will be entitled to any of the benefits of these Terms or be deemed to acquire any rights hereunder.

Waiver. Any failure or delay to exercise or enforce any right of the Terms, or failure to insist upon or enforce strict performance of any provision of these Terms, shall not constitute a waiver of such right or provision. Waivers shall be effective only if in writing and signed by Total Life.

Entire Agreement and Severability. These Terms, together with any amendments and any additional agreements or consents you may have entered with us in connection with the Services, constitute the entire agreement between you and us concerning the Services and supersedes any prior agreements between you and us regarding the use of the services, including any prior versions of this Agreement. If any portion of these Terms is held invalid or unenforceable by a court of competent jurisdiction, that portion will be construed in a manner to reflect, as nearly as possible, the original intention of the parties, and the remaining portions will remain in full force and effect.

Copyright Policy

Total Life respects the intellectual property of others and asks that Users of our Services do the same. In connection with our Services, we have adopted and implemented a policy respecting copyright law that provides for the removal of any infringing materials. If you believe that your work has been duplicated in a way that constitutes copyright or other intellectual property infringement, the following information in the form of a written notification (pursuant to 17 U.S.C. § 512(c)) must be provided to our designated agent located at Total Life, Inc. ATTN: Legal Department, 110 Front Street, Suite 300, Jupiter, Florida 33477, with a copy to: legal@totallife.com:

- your physical or electronic signature;
- identification of the copyrighted work(s) that you claim to have been infringed;
- identification of the material on our services that you claim is infringing and that you request us to remove;
- sufficient information to permit us to locate such material;
- your address, telephone number, and e-mail address;
- a statement that you have a good faith belief that use of the objectionable material is not authorized by the copyright owner, its agent, or under the law; and
- a statement that the information in the notification is accurate, and under penalty of perjury, that you are either the owner of the copyright that has allegedly been infringed or that you are authorized to act on behalf of the copyright owner.

Please note that, pursuant to 17 U.S.C. § 512(f), any misrepresentation of material fact in a written notification automatically subjects the complaining party to liability for any damages, costs and attorney's fees incurred by us in connection with the written notification and allegation of copyright infringement.

Contact Us

If you have questions or concerns about these Terms, you may contact us by mail at: Total Life, Inc. 110 Front Street, Suite 300, Jupiter, Florida 33477. You may also email us at care@totallife.com