

## Terms and Conditions

BY USE OF THE WEBSITE, YOU ACKNOWLEDGE YOU HAVE READ THESE TERMS AND CONDITIONS CAREFULLY. BELOW AND ABOVE ARE IMPORTANT TERMS YOU WILL NEED TO KNOW ABOUT USE OF THIS WEBSITE. YOU ACKNOWLEDGE THAT YOU HAVE READ AND UNDERSTOOD, THESE TERMS AND CONDITIONS. IF YOU DO NOT AGREE WITH ANY PART OF THESE TERMS AND CONDITIONS, YOU AGREE NOT TO USE THE WEBSITE OR SEEK SERVICES PROVIDED THROUGH THE WEBSITE. THE TERMS AND CONDITIONS ARE SUBJECT TO CHANGE AND YOU AGREE TO REVIEW THE CHANGES MADE AS OF EACH REVISION DATE POSTED ABOVE.

OPTIMX HEALTH PVT. LTD. COORDINATES SERVICES FROM PROVIDERS. PLEASE CONSULT YOUR PREEXISTING GENERAL PHYSICIAN ("GP"). YOU AGREE TO CONSULT WITH YOUR GP TO DETERMINE WHETHER THESE SERVICES ARE APPROPRIATE FOR YOUR MEDICAL CONDITION. MEDICAL EMERGENCIES NECESSITATE IMMEDIATE IN PERSON CONSULTATION WITH A MEDICAL PROFESSIONAL AND/OR CONTACT WITH 102 EMERGENCY SERVICES.

OPTIMX HEALTH PVT. LTD. operates the Website and portal and any associated applications located at [www.optimxhealth.com](http://www.optimxhealth.com) ("Website"). The Website is intended facilitate the provision of Telehealth services by OptimX Health's associated physicians, pharmacists, clinics and other healthcare and web professionals ("Providers"). OptimX Health may provide information on health care and wellness related to men's health concerns to Providers, including erectile dysfunction and low testosterone among others, access to pharmaceuticals, and scheduling or referral for follow up consultations.

### LOCATION OF SERVICES

Providers' online services are available across all Indian states as per Indian Medical Council Act, 1956. (Doctors registered with any one state medical council are automatically included in the Indian Medical Register and thereby entitled to practice medicine anywhere in India.)

IF YOU ARE UNDER 18 YEARS OF AGE OR OTHERWISE UABLE TO MAKE YOUR OWN MEDICAL DECISIONS, you are not allowed to access the Website or related services.

OptimX Health may impose any other requirement in its sole discretion. Services may be subject to regional restrictions, availability or payment terms which may be imposed. OptimX Health reserves the right without notice to change or add requirements as it deems appropriate in its sole discretion. You understand that accessing this site and agreeing to these terms and conditions does not guarantee that you will receive any services or products whatsoever. Past provision services or products does not guarantee a continuation of such services by OptimX Health. By using the Website, you agree that you will not hold OptimX Health, or any of the Providers accessed herein, liable for any injury, or make any claim which may be caused in any way by your failure to review any OptimX Health communications thoroughly or for your failure to comply with any treatment recommendations of Providers.

### TECHNICAL REQUIREMENTS

You need access to computing capability and internet connectivity, and compatible software in order to use the Website. OptimX Health is not responsible for any fees that may apply to your use of the Internet.

## CONSULTATIONS AND SITE USE

Due to the nature of telemedicine you must provide all relevant information to Providers and consult your GP regarding recommendations and treatment options provided through OptimX Health. Certain medications may not be available to you by law or common practice absent an in-person consultation, and you acknowledge you are aware and accept this potential limitation in treatment options. Telemedicine diagnoses are by their nature limited and provisional, and do not replace the services of a GP.

The Website is solely for your personal use. Commercial uses and sharing information with other individuals are prohibited. OptimX Health reserves the right to prohibit use by any individual at any time in its sole discretion.

## INFORMATION ON THE SITE

You agree that any information you provide OptimX Health, will be not be considered proprietary or confidential as to you. OptimX Health may develop proprietary information based on the information provided by the Website's users for any commercial purpose, which proprietary information and attendant economic benefits will be the property of OptimX Health, along with any associated intellectual property. OptimX Health is the owner of all rights in and to the Website's contents including its interactive features and displays. You may not publish, copy, publicly display, download, store, or sell any material from the Website.

### \* WEBSITE PROMOTION

All patients must first have an evaluation with a physician at OptimX Health before any medication is written. The physician will determine if a patient is a candidate for any and all therapies and has no contraindications to receiving medication. A patient who is a candidate for TRT after being evaluated by a OptimX Health physician, shall pay for the first three months of therapy in advance.

## LOGOS

OptimX Health owns all logos, names, and materials found on the Website and these constitute to the full extent under the law trademarks of OptimX Health. Unauthorized use of any or OptimX Health's trademarks is strictly prohibited and use of same is presumed to diminish the goodwill associated with OptimX Health and its trademarks, causing irreparable harm.

## IMAGES & MATERIALS

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create derivative works, transmit, or in any way exploit any such content, nor may you distribute any part of this content over any network, including a local area network, sell or offer it for sale, or use such content to construct any kind of database. You may not alter or remove any copyright or other notice from copies of the content on OptimX Health website. Copying or storing any content except as provided above is expressly prohibited without prior written permission from OptimX Health or the copyright holder identified in the individual content's copyright notice. Imagery of medication is for informational purposes only and do not represent actual products available. For permission to use the content on the OptimX Health website, please contact [info@optimxhealth.com](mailto:info@optimxhealth.com)

## LOCATION OF SERVICES

All Indian states.

## POLICIES

OptimX Health is an online men's urologic clinic. OptimX Health is not a pharmacy or pharmacy warehouse. Our aim is to provide men a cost effect, concierge and expert solution for the treatment of hypogonadism, infertility and erectile dysfunction only.

Each individual during an initial consultation or return visit meets with a board-certified urologist. It is what makes us unique. OptimX Health does not employ or utilize nurse practitioners, non-urologic physicians or physician assistants. Every patient can be confident they will meet with a board-certified urologist during every visit.

OptimX Health only treats men for hypogonadism, infertility and erectile dysfunction. We do not treat any other condition. We believe this makes us unique and specialized. We concentrate on only these medical conditions, it is what we do and know best. We cannot treat the full array of medical conditions most men expect from a primary care clinic.

At OptimX Health not every man is a candidate for therapy. Our providers have discretion on who they can and can not treat, with a priority for your health. We do review the risk and benefits of all treatments with every individuals and will act in the best interest of your health and as a medical professional. At OptimX Health all patients who plan to receive hormone replacement therapy are advised to have a medical evaluation and physical examination.

## OTHER WEBSITES

The Website may contain links to other websites for your use or reference. These other websites are not be under the control of OptimX Health. You acknowledge by use of the Website that OptimX Health is not responsible for any information provided on other websites. OptimX Health does not endorse any products or services provided on other websites and is not responsible for them. Other websites are linked only as a convenience. Use of other websites which may be linked on [OptimXhealth.com](http://OptimXhealth.com) is at your own risk. OptimX Health is not liable for their content, or for any loss caused by reliance on information or use of products or services obtain from other websites.

The Terms and Conditions as updated from time to time will remain in full force and effect as long as you continue to access or use the Website. Your permission to use the Website is contingent on agreement to these Terms and Conditions and any violation invalidates this permission. OptimX Health may in its discretion maintain or destroy materials posted to the Website by you, and any communications related to your use of the Website. Use of the Website constitutes an agreement to the continued applicability of the following even after your use terminates:

1. Warranty Disclaimer;
2. Arbitration for Dispute Resolution;
3. Venue in Harris County; and
4. Limitation of Liability

#### WARRANTY DISCLAIMER

SERVICES WHICH THE PROVIDERS MAY RENDER ARE ON AN "AS IS WHERE IS" BASIS AND MAY NOT ALWAYS BE AVAILABLE IN A TIMELY MANNER OR AT ALL. YOUR USE OF THE WEBSITE IS AT YOUR SOLE RISK. OPTIMX AND THE PROVIDERS AND THEIR OFFICERS, MANAGERS, CONTRACTORS, EMPLOYEES, AND AGENTS (COLLECTIVELY "AFFILIATED PERSONS") MAKE NO REPRESENTATIONS TO YOU AND DISCLAIM ANY EXPRESS OR IMPLIED WARRANTIES WITH RESPECT TO THE WEBSITE AND RELATED SERVICES INCLUDING, BUT NOT LIMITED TO, ANY REPRESENTATIONS OR WARRANTIES WITH RESPECT TO MERCHANTABILITY, FITNESS FOR A PARTICULAR PURPOSE, FUNCTIONALITY, RELIABILITY, QUIET ENJOYMENT, ACCURACY OF DATA, SECURITY OR VIRUS SAFETY, OR SPEED OF DELIVERY. YOU MUST EVALUATE THE COMPLETENESS, TIMELINESS, OR USEFULNESS OF YOUR INTERACTIONS WITH THE WEBSITE AND THE PROVIDERS FOR YOUR OWN PURPOSES IN COORDINATION WITH YOUR PCP. OptimX DOES NOT WARRANT THAT THE SITES WILL NOT BE CORRUPTED, DELAYED OR INTERRUPTED ALTOGETHER. YOU ARE SOLELY RESPONSIBLE FOR ANY COMPUTER DAMAGE OR LOSS OF DATA DUE TO YOUR USE OF THE WEBSITE.

#### ARBITRATION, CHOICE OF LAW AND VENUE

YOU AGREE TO RESOLVE ALL DISPUTES BETWEEN YOU AND OPTIMX THROUGH BINDING ARBITRATION, AND NOT TO PRECIPITATE OR PARTICIPATE IN ANY CLASS ACTIONS OR JOINT CLAIMS. YOU AGREE THAT ANY DISPUTE WILL BE RESOLVED ON AN INDIVIDUAL BASIS. THE LAWS OF INDIA WILL BE APPLICABLE TO ANY DISPUTE REGARDLES OF ANY PRINCIPLES OF CHOICE OF LAW THAT MAY BE APPLICABLE.

ANY DISPUTE ARISING UNDER OR RELATING IN ANY WAY TO THESE TERMS AND CONDITIONS WILL BE RESOLVED BY FINAL AND BINDING ARBITRATION. VENUE FOR SUCH ACTION WILL BE EXCLUSIVELY IN MUMBAI, INDIA. THE RULES OF THE BOMBAY HIGH COURT SHALL APPLY.

#### LIMITATION OF LIABILITY

YOU ACKNOWLEDGE BY AGREEMENT BELOW AND USE OF THE WEBSITE THAT OPTIMX, ITS AFFILIATED PERSONS AND PROVIDERS SHALL NOT BE LIABLE TO YOU OR TO ANYONE

CLAIMING THROUGH YOU FOR ANY CLAIMS, LIABILITIES, INJURIES OR DAMAGES WHATSOEVER AT LAW OR IN EQUITY, FOR ITS OR THEIR ALLEGED NEGLIGENCE OR OTHER TORT, CONTRACT OR WARRANTY, STRICT LIABILITY. THIS LIMITATION APPLIES TO INDIRECT, INCIDENTAL, SPECIAL, CONSEQUENTIAL, OR EXEMPLARY DAMAGES WHICH MIGHT BE IMPOSED IN ADDITION TO ANY DIRECT DAMAGES IN CONNECTION WITH ANY USE OF (OR FAILURE TO USE) THE WEBSITE OR ANY SERVICES PROVIDED THROUGH IT. SHOULD APPLICABLE LAW APPLY TO RENDER THE FULL EXTENT OF THIS LIMITATION OF LIABILITIES INEFFECTIVE, THE EXTENT OF OPTIMX AND PROVIDERS' AND AFFILIATED PERSONS' LIABILITY WILL BE THE MINIMUM PERMITTED UNDER SUCH APPLICABLE LAW.

#### INDEMNIFICATION

You agree to indemnify, defend, and hold harmless OptimX Health, Providers and Affiliated Persons of each for their damages, settlements, reasonable attorneys' fees, litigation expenses, and accounting fees, relating to or arising from, your use of the Website in an unauthorized manner, and for any fraud, illegal activity, or any breach of these Terms and Conditions by you or anyone in concert with you.

#### SEVERABILITY

To the extent any part of these Terms and Conditions shall be considered inapplicable or invalid by any arbitration panel or court of law, the remainder of the Terms and Conditions shall be given full effect and the inapplicable provision shall be severed from these Terms and Conditions.

#### WAIVER

A failure by OptimX Health to discover or take action for any violation by you of a provision under these Terms and Conditions shall not constitute a waiver of such right or provision. No action or inaction by OptimX Health regarding the Terms and Conditions or any other right it may acquire shall be construed as a waiver or continuing waiver of its rights.

#### ASSIGNMENT

These Terms and Conditions and use of the Website are personal to you. As such they may not be assigned in any way for any purpose. This includes for any potential claim or class action.

#### PHARMACY SERVICES

If you are prescribed a drug or treatment through a Provider, you give OptimX Health consent to disclose your information to associated pharmacies. This may include medical records and personal information.

#### PAYMENT

You agree to pay fees due to OptimX Health and/or Providers for services rendered. Recurring or monthly services will be charged, and you herein consent to pay, by recurrent billing under the method of payment last used by you. The request to pay for services by you authorizes us, Providers, or our

third-party payment processors to charge the amount due. Any Provider or pharmacy charges not made payable through the OptimX Health are not included in the payments collected by OptimX Health and you may be separately charged by the applicable provider for such services. OptimX Health and Providers have no obligation to provide or facilitate any health care services or pharmacy services unless and until full payment has been received.

#### INSURANCE AND MEDICARE AND MEDICAID

OptimX Health is not contracted with insurance companies. You understand that all services rendered by Providers are not payable under any applicable health insurance policy. OptimX Health will no aid or attempt on your behalf to reimbursement or coverage for any services or products. National and state health care programs do not pay for services rendered through the Website. By agreeing to use the Website, you acknowledge and agree that: (1) you will pay OptimX Health and or associated Providers directly for any services and products provided to you, and (2) neither OptimX Health and Providers will not bill any national or state health care program on your behalf.

By viewing this website, you acknowledge that you have read and understand the informed consent, privacy policy and Terms and Conditions and agree to abide by the terms stated therein. IN EXCHANGE FOR THE USE THIS SITE, YOU ACKNOWLEDGE AND AGREE THAT THE POLICIES REQUIRE THE USE OF ARBITRATION TO RESOLVE DISPUTES, RATHER THAN JURY TRIALS OR CLASS ACTIONS. IN ADDITION, YOU HAVE ACCESSED OR ARE FAMILIAR WITH THE PATIENTS BILL OF RIGHTS.

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