LAST UPDATED July 5, 2023

EXPRESS EXAM IS INTENDED FOR USE BY CUSTOMERS WHO ARE IN GOOD HEALTH, BOTH VISUALLY AND PHYSICALLY. OUR CUSTOMER ELIGIBILITY CRITERIA IS SET FORTH BELOW AND MUST BE MET TO USE EXPRESS EXAM. UNDER NO CIRCUMSTANCES SHOULD INDIVIDUALS EXPERIENCING MEDICAL EMERGENCIES, SIGNIFICANT HEALTH CONDITIONS, OR SIGNIFICANT HEALTH CONCERNS USE EXPRESS EXAM. IF YOU ARE EXPERIENCING A MEDICAL EMERGENCY, CALL YOUR DOCTOR OR 911 IMMEDIATELY.

THESE TERMS OF SERVICE GOVERN THE RELATIONSHIP BETWEEN EXPRESS EXAM AND ITS CUSTOMERS AND IMPACT THE LEGAL RIGHTS OF BOTH. PLEASE READ THEM CAREFULLY BEFORE USING EXPRESS EXAM.

IMPORTANT NOTICE: THESE TERMS OF SERVICE ARE SUBJECT TO BINDING ARBITRATION AND A WAIVER OF CLASS ACTION RIGHTS AS DETAILED IN THE ARBITRATION AND CLASS ACTION WAIVER SECTION BELOW.

Express Exam Terms of Service

1. Introduction

To facilitate the virtual renewal of Your contact lens prescription, Rx Renewal, LLC provides a communications and information gathering platform for You to share relevant data with a group of affiliated healthcare professionals and their professional organizations for such healthcare professionals' evaluation and, if appropriate in the sole and independent professional judgment of the healthcare professional, renewal of your existing contact lens prescription (the "**Renewal Services**"). Throughout these Terms of Service this provision of services through this business relationship will be referred to as "**Express Exam**." Your decision to use Express Exam in lieu of an in-person visit with a healthcare professional is Yours and Yours alone to make. By accessing and using Express Exam, You acknowledge that You have read, understood and agreed to be legally bound by and comply with these Terms of Service. If You do not agree with any of these Terms of Service, You should contact <u>info@rx-renewal.com</u> to discuss Your concerns.

2. Definitions

Throughout these Terms of Service:

"Customer," "You," "Your" and "Yours" refers to the person using Express Exam.

"We," "our," and "us," refer to Express Exam.

"Eligibility" is based upon Your answers to a series of questions designed to determine whether You can participate in Express Exam. The specific Eligibility criteria are explained in section 4 below.

"**Vision Evaluation**" is the visual acuity test You take as part of Express Exam that is captured by a real-time video and evaluated by the affiliated healthcare professional reviewing Your request for Renewal Services.

"Your Information" collectively refers to the Vision Evaluation, Your responses to various questions, and any other information provided by You through Express Exam. Your Information can include, among other things, Your applicable health information (such as Your past or present health or vision conditions, medications, ailments, a picture of Your eye surface, and prescriptions) and Your personal information (such as Your name, location, and demographic information).

"Eye Doctor" is the licensed ophthalmologist working with a professional group affiliated with Express Exam who reviews Your Information to determine whether Your current circumstances and Your current contact lens prescription is appropriate for renewal as part of the Renewal Services.

3. Description of Express Exam

Express Exam facilitates the renewal of Your current contact lens prescription by an Eye Doctor. This is accomplished, in part, by: (A) having You answer a series of questions to determine Your Eligibility to participate in the Vision Evaluation specifically, and Express Exam generally, (B) having You complete certain tasks needed to capture Your Information for the Vision Evaluation by the Eye Doctor, (C) communicating with one or more Eye Doctors about, among other things, Your Information, Your Eligibility and Your Vision Evaluation, and (D) the Eye Doctor ultimately determining whether Renewal Services are appropriate.

When You click on the "**Continue**" or the "**Begin Test**" button in Express Exam, You consent to engage in health-oriented activities electronically with Eye Doctors, healthcare professionals and professional organizations affiliated with Express Exam. Doing so has the same force and effect as Your written signature. You are also agreeing and consenting to Express Exam and Eye Doctors sending You disclosures, messages, notices, and other communications, including direct marketing text messages, to Your designated mobile phone and email account.

These Terms of Service are entered into between You and Express Exam and, as noted in <u>Section 7</u> Eye Doctors, and healthcare professionals. You understand and agree that the services provided through Express Exam, except the Renewal Services and those set forth in <u>Section 6</u> (which are provided by others), are provided solely by Express Exam, and no other parent, subsidiary or affiliate of Express Exam.

4. Eligibility

In order to qualify to receive Renewal Services from an Eye Doctor through the use of Express Exam, the following must be true:

- You are 18 to 64 years of age (unless you reside in IN or PA where you must be between 18 and 55 years of age or in GA where you must be between 21 and 50 years of age).
- You are seeking an eye evaluation to obtain a prescription renewal.
- You do not have a history of diabetes, corneal disease, vessels in Your cornea, glaucoma, macular degeneration, hereditary eye disease, cataracts, retinal detachment,

brain injuries, neurological issues, symptoms of acute eye pain, flashes or floaters in Your eye, or other conditions which may cause an Eye Doctor to recommend an inperson eye health examination.

- You live in the United States and in a state or territory where Express Exam and the Renewal Services are available.
- You can follow text and audio instructions in English, stand and move closer or further from Your mobile screen, and cover one eye while operating Your mobile device.

You understand and agree that even if You satisfy the above requirements, this does not guarantee that You will receive Renewal Services from an Eye Doctor using Express Exam.

5. Your Responsibilities and Acknowledgment

As a condition of Your use of Express Exam, You agree to the following:

- You are participating in the service for Yourself and no one else;
- You are seeking an eye evaluation that You understand is limited to a possible renewal of Your current prescription;
- all Your Information provided through Express Exam is accurate, complete and correct;
- You will strictly follow the instructions provided during the Vision Evaluation;
- if asked, You will agree to retake the Vision Evaluation in whole or in part; and
- if asked, You will provide any additional information that is requested to Express Exam, its affiliated professional organizations, or an Eye Doctor(s), for the purpose of receiving the Renewal Services, including, for example, Your most recent contact lens prescription and the contact information of the healthcare professional who issued the prescription.

You understand and agree that provision of Renewal Services depends on the completeness and accuracy of Your Information. Express Exam cannot verify the completeness and accuracy of Your Information. Therefore, Express Exam will not be responsible for any adverse consequences if Your Information is inaccurate or incomplete, and You will indemnify Express Exam for any fraudulent or intentionally inaccurate information. You also understand and agree that by using Express Exam, Express Exam facilitates and coordinates your requested Renewal Services, including the coordination and sharing of your prescription information with contact lens dispensing services through which you accessed Express Exam relating to your prescription and prescription renewal.

6. Restrictions on Use

As a condition of Your use of Express Exam, You will not:

- use or attempt to use Express Exam or the Renewal Services for any person other than Yourself;
- use Express Exam for any purpose that is in violation of any applicable local, state or federal law or regulation, or prohibited by these Terms of Service;
- license, sublicense, sell, resell, transfer, assign, distribute or otherwise commercially exploit or make available to any third-party Express Exam or any of its related materials in any way;
- use or access Express Exam to create or develop competing products or services;
- take any action or use Express Exam in any manner which could damage, disable, overburden, or impair the use of Express Exam;

- bypass, avoid, remove, deactivate, impair, descramble, or otherwise circumvent any technological security measures on Express Exam;
- copy, duplicate, download, store in a retrieval system, publish, transmit or otherwise reproduce, transfer, distribute, store, disseminate, aggregate, use as a component of or as the basis for a database or otherwise use in any form or by any means any data, text, reports, or other materials related to Express Exam; or
- encourage or enable any other individual to do any of the foregoing.

7. Renewal Services Provided by Eye Doctors

As noted above, Express Exam facilitates the provision of Renewal Services by licensed Eye Doctors working through their professional groups to make independent clinical decisions about your care. Your doctor-patient relationship will be between You and the Eye Doctor assigned to provide services to You. You will have no doctor-patient relationship with Express Exam.

If You receive Renewal Services as a result of Your use of Express Exam, we will add a copy of the prescription to the account through which you accessed Express Exam. It is Your right to use that prescription to purchase contact lenses from anywhere You wish. You may obtain additional copies of Your prescription by contacting us at info@rx-renewal.com.

If the Eye Doctor determines that You are not eligible for Renewal Services, we will notify You by email and may include additional notes or recommendations from the Eye Doctor.

All Eye Doctors who deliver Renewal Services through Express Exam (i) are independent professionals contracted or employed with professional organizations that coordinate with Rx Renewal, LLC and (ii) are solely responsible for such Renewal Services provided to You. Because Express Exam is merely the communications and information gathering platform used to connect You with an Eye Doctor, You understand and agree that Express Exam and its affiliates are not responsible for the Renewal Services, or Your use of any Renewal Services, provided by an Eye Doctor or affiliated professional organization. This includes, but is not limited to, any personal injury or property damage You may suffer.

Express Exam sends and discloses all Your Information to the Eye Doctors, affiliated professional organizations, and others as necessary to facilitate and coordinate your receipt of Renewal Services.

8. Disclaimer; No Comprehensive Medical Advice

The Express Exam platform is not intended to replace a comprehensive medical examination, should You need one. Express Exam is not designed to be used as a tool for the diagnosis of an illness or other medical condition, nor for the treatment, mitigation or prevention of illness.

Always seek the advice of Your physician or other qualified healthcare provider with any questions You may have regarding Your personal health, medical conditions, drugs or medications, and before commencing or discontinuing any course of treatment, drug or medication. Do not disregard, avoid or delay in obtaining medical advice from Your doctor or

other qualified healthcare professional because of any information You may have received or obtained using Express Exam.

9. Payment

When You submit Your Vision Evaluation for Renewal Services, You agree to pay all fees due. You will see a prompt for Your payment details, such as Your credit card information and any promotional codes You may have. By entering Your payment information and submitting Your order, You authorize the Eye Doctors and us, our affiliates or our third-party payment processors on behalf of the Eye Doctors to charge the amount due to an affiliated professional organization.

You are responsible for all fees due to receive Renewal Services, including any fees charged by the Eye Doctor and that any payment for Express Exam shall include payments to the Eye Doctor. If Your credit card expires or Express Exam, our affiliates or our third-party payment processors are unable to process Your payment, You may receive notice for You to provide an alternative payment method. The Eye Doctor(s) have no obligation to provide any Renewal Services unless and until full payment has been received and/or verified. Currently, vision insurance is not accepted for Express Exam, the Vision Evaluation and/or Renewal Services.

10. Privacy

We understand the importance of confidentiality and privacy regarding Your Information. Please see our <u>Privacy Policy</u> for a description of how we may collect, use and disclose Your Information in connection with Express Exam.

11. Intellectual Property

Rx Renewal, LLC is the sole and exclusive licensee of the technology utilized by Express Exam (the "**Express Exam Technology**"), with the right to sublicense, of the Express Exam Technology and its content, features, and functionality (including, without limitation, all information, software, text, displays, images, video, audio, selection, arrangement and look and feel), and all intellectual property rights therein, and any suggestions, ideas or other feedback provided by You. Any copy, modification, revision, enhancement, adaptation, translation, or derivative work of the Express Exam Technology, shall be owned solely and exclusively, including all intellectual property rights therein, by the Express Exam Technology licensor. You have permission to use the Express Exam Technology solely for Your personal and non-commercial use on the condition that You comply with these Terms of Service. No other right, title or interest in or to Express Exam Technology is transferred to You, and all rights not expressly granted are reserved by us or our affiliates.

Certain names, logos, and other materials displayed in and through Express Exam may constitute trademarks, trade names, services marks or logos ("Trademarks") of the Express Exam Technology licensor, Rx Renewal, LLC, or its affiliates. You are not authorized to use any such Trademarks without their express written permission. Ownership of all such Trademarks and the goodwill associated therewith remains with the Express Exam Technology licensor, us, or our affiliates.

12. Links to Third Party Hyperlinks and Websites

Express Exam may contain hyperlinks or references to other websites ("Linked Sites") operated by third parties. The Linked Sites may not be under our control, therefore, we are not responsible for the information, products or services described thereon, or for the content of any Linked Site, including, without limitation, any link contained in a Linked Site, or any changes or updates to a Linked Site. We are providing these Linked Sites to You only as a convenience, and the inclusion of any link does not imply endorsement of the Linked Site or any association with its operators. Your use of these Linked Sites is at Your own risk, and we are not liable to You in any way, either directly or indirectly, for any content, errors, damage or loss caused by or in connection with Your use of or reliance on information contained in or provided to Linked Sites.

You may have arrived to Express Exam through a Linked Site. You understand and agree that we are not responsible for the information, products or services described on those Linked Sites and only these Terms of Service will apply to Your use of or access to Express Exam. You further understand and agree that if You navigate to Express Exam from an account You created on a third party Linked Site in order to obtain Renewal Services, that third party will share Your account information as necessary with Express Exam in order to coordinate and facilitate Your requested services.

13. Disclaimer of Warranties

YOU ACKNOWLEDGE AND AGREE THAT EXPRESS EXAM AND ANY RENEWAL SERVICES ARE PROVIDED ON AN "AS IS" AND "AS AVAILABLE" BASIS, WITH ALL FAULTS. YOUR USE OF EXPRESS EXAM IS AT YOUR SOLE RISK. EXPRESS EXAM, RX RENEWAL, LLC AND ITS AFFILIATES AND THEIR RESPECTIVE OFFICERS, DIRECTORS, MANAGERS, PARTNERS, MEMBERS, EMPLOYEES, AND AGENTS (COLLECTIVELY "RELATED PERSONS") MAKE NO REPRESENTATIONS OR WARRANTIES AND SPECIFICALLY DISCLAIM ANY AND ALL WARRANTIES OF ANY KIND, EXPRESS OR IMPLIED, WITH RESPECT TO EXPRESS EXAM AND THE RENEWAL SERVICES, INCLUDING ANY REPRESENTATIONS OR WARRANTIES WITH RESPECT TO MERCHANTABILITY, FITNESS FOR A PARTICULAR PURPOSE, TITLE, NON-INFRINGEMENT, AVAILABILITY, SECURITY, ACCURACY, FREEDOM FROM VIRUSES OR MALWARE, COMPLETENESS, TIMELINESS, FUNCTIONALITY, RELIABILITY, SEQUENCING OR SPEED OF DELIVERY. THE RELATED PERSONS MAKE NO WARRANTIES OR REPRESENTATIONS THAT YOUR USE OF EXPRESS EXAM OR THE RENEWAL SERVICES WILL NOT INFRINGE THE RIGHTS OF THIRD PARTIES.

TO THE FULLEST EXTENT OF APPLICABLE LAW, THE RELATED PERSONS WILL NOT BE LIABLE FOR ANY LOSS OR DAMAGE CAUSED BY YOUR RELIANCE ON INFORMATION OBTAINED THROUGH EXPRESS EXAM. IT IS YOUR RESPONSIBILITY TO EVALUATE THE ACCURACY, COMPLETENESS, TIMELINESS, RELIABILITY OR USEFULNESS OF EXPRESS EXAM. FURTHERMORE, THE RELATED PERSONSDO NOT GUARANTEE THAT EXPRESS EXAM WILL BE UNINTERRUPTED, OR FREE FROM ERROR, DEFECT, LOSS, DELAY IN OPERATION, CORRUPTION, CYBER ATTACK, VIRUSES, INTERFERENCE, HACKING, MALWARE, OR OTHER SECURITY INTRUSION, AND THE RELATED PERSONS DISCLAIM ANY LIABILITY RELATING THERETO. YOU UNDERSTAND AND AGREE THAT ANY CONTENT, MATERIAL AND/OR INFORMATION OBTAINED THROUGH THE USE OF EXPRESS EXAM IS TO BE USED BY YOU AT YOUR SOLE RISK AND THAT YOU WILL BE SOLELY RESPONSIBLE FOR ANY DAMAGE TO YOUR MOBILE PHONE OR OTHER DEVICE, INCLUDING ANY LOSS OF DATA THAT RESULTS FROM THE DOWNLOAD OF SUCH CONTENT, MATERIAL AND/OR INFORMATION.

14. Limitation of Liability

TO THE FULLEST EXTENT PERMISSIBLE PURSUANT TO APPLICABLE LAW AND EXCEPT AS SET FORTH IN THIS SECTION, THE RELATED PERSONS WILL NOT BE LIABLE TO YOU OR TO ANY OTHER PARTY FOR ANY CLAIMS, LIABILITIES, LOSSES, COSTS OR DAMAGES UNDER ANY LEGAL OR EQUITABLE THEORY, WHETHER IN TORT (INCLUDING NEGLIGENCE AND STRICT LIABILITY), CONTRACT, OR OTHERWISE, INCLUDING BUT NOT LIMITED TO ANY DIRECT, INDIRECT, PUNITIVE, SPECIAL, INCIDENTAL, OR CONSEQUENTIAL DAMAGES, INCLUDING LOST PROFITS, LOSS OF DATA OR LOSS OF GOODWILL, SERVICE INTERRUPTION, MOBILE PHONE OR OTHER DEVICE DAMAGE OR SYSTEM FAILURE OR THE COST OF SUBSTITUTE PRODUCTS OR SERVICES, OR FOR ANY DAMAGES FOR PERSONAL INJURY OR EMOTIONAL DISTRESS, INCLUDING DEATH, ARISING OUT OF OR IN CONNECTION WITH ANY ACCESS, USE OF (OR INABILITY TO USE) EXPRESS EXAM OR ANY RENEWAL SERVICES PROVIDED THROUGH EXPRESS EXAM. THIS IS TRUE EVEN IF THE RELATED PERSONS HAVE BEEN ADVISED OF THE POSSIBILITY OF SUCH DAMAGES OR LOSSES.

TO THE EXTENT PERMITTED BY LAW AND SUBJECT TO THIS SECTION, THE TOTAL LIABILITY OF THE RELATED PERSONS FOR ANY CLAIMS UNDER THESE TERMS OF SERVICE SHALL NOT EXCEED ONE THOUSAND UNITED STATES DOLLARS (\$1,000.00 USD). NOTE THAT SOME JURISDICTIONS DO NOT ALLOW LIMITATIONS OF LIABILITY OR MAY PLACE LIMITATIONS ON OUR ABILITY TO LIMIT OUR LIABILITY TO YOU, SO THE FOREGOING LIMITATION MAY NOT APPLY TO YOU.

15. Indemnification

You agree to indemnify, defend, and hold any Related Persons harmless from and against any and all third-party claims, demands, liabilities, costs or expenses, including attorneys' fees and costs, arising from or related to (i) any breach by You of these Terms of Service, (ii) Your use of material or features available on Express Exam in an unauthorized manner, and/or (iii) a violation by You of any and all applicable laws, rules, or regulations.

16. Suspension and Termination Rights

These Terms of Service will remain in full force and effect as long as You continue to access or use Express Exam. You may terminate the Terms of Service at any time by discontinuing Your use of Express Exam. Your permission to use Express Exam automatically terminates if You violate these Terms of Service.

We may terminate or suspend any of the rights granted by these Terms of Service and Your access to Express Exam with or without prior notice, at any time and for any reason. However,

the following <u>Sections</u> survive the expiration or termination of these Terms of Service: <u>13</u> (Disclaimer of Warranties); <u>14</u> (Limitation of Liability); <u>15</u> (Indemnification); <u>17</u> (Dispute Resolution; Arbitration; Class Action Waiver); and <u>19</u> (Miscellaneous).

17. Dispute Resolution; Arbitration; Class Action Waiver

PLEASE READ THIS SECTION CAREFULLY BECAUSE IT AFFECTS YOUR LEGAL RIGHTS. IT REQUIRES YOU TO RESOLVE ALL DISPUTES THROUGH BINDING INDIVIDUAL ARBITRATION AND LIMITS THE MANNER IN WHICH YOU CAN SEEK RELIEF.

Arbitration Agreement

• You agree that all claims and disputes relating in any way to Your use of Express Exam or arising out of or in connection with these Terms of Service, shall be resolved by binding arbitration on an individual basis, except for any dispute in which either party seeks equitable relief for the alleged unlawful use of copyrights, trademarks, trade names, logos, trade secrets, or patents, or any dispute already pending at the time You first agree to these Terms of Service. You also agree that any arbitration will take place in Salt Lake City, Utah.

Waiver of Judge and Jury Trial

 YOU WAIVE ANY CONSTITUTIONAL OR STATUTORY RIGHT TO GO TO COURT AND HAVE A TRIAL IN FRONT OF A JUDGE OR A JURY. Instead, You are electing to have claims and disputes resolved by arbitration. Arbitration is the referral of a claim or dispute to one or more persons charged with reviewing the claim or dispute and making a final binding determination to resolve it instead of having it decided by a judge or jury in court. Arbitration procedures are typically more limited, more efficient, and less costly than rules applicable in court and are subject to very limited review by a court. The arbitrator's award shall be final and binding on the parties. It may be entered as a judgment in any court of competent jurisdiction.

No Class Arbitrations, Class Actions, or Representative Actions

• YOU AGREE THAT ALL CLAIMS AND DISPUTES WITHIN THE SCOPE OF THIS ARBITRATION AGREEMENT MUST BE ARBITRATED OR LITIGATED ON AN INDIVIDUAL BASIS AND NOT ON A CLASS BASIS. CLAIMS AND DISPUTES OF MORE THAN ONE CUSTOMER CANNOT BE COMBINED WITH ANOTHER AND BROUGHT AS A CLASS, MASS, OR OTHER TYPE OF REPRESENTATIVE ACTION, WHETHER WITHIN OR OUTSIDE OF ARBITRATION, OR ON BEHALF OF ANY INDIVIDUAL OR OTHER GROUP. UNLESS BOTH YOU AND EXPRESS EXAM AGREE OTHERWISE, THE ARBITRATOR MAY NOT CONSOLIDATE OR JOIN MORE THAN ONE CUSTOMER'S OR PARTY'S CLAIMS AND MAY NOT OTHERWISE PRESIDE OVER ANY FORM OF A CONSOLIDATED, MASS, REPRESENTATIVE, OR CLASS PROCEEDING. ALSO, THE ARBITRATOR MAY, IN HIS DISCRETION, AWARD RELIEF (INCLUDING MONETARY, INJUNCTIVE, DECLARATORY RELIEF, AND ATTORNEYS FEES AND COSTS) TO THE PREVAILING PARTY IN THE ARBITRATION. ANY RELIEF AWARDED WILL NOT BE CONSIDERED PRECEDENT FOR CLAIMS BROUGHT BY OTHER EXPRESS EXAM USERS.

Arbitration Rules

• The Federal Arbitration Act governs the interpretation and enforcement of this dispute resolution provision. Any arbitration will be initiated pursuant to the rules of the American Arbitration Association ("AAA") and will be governed by the AAA Consumer Arbitration Rules. These Rules and filing forms are available at www.adr.org.

18. State Specific Disclosures

Pursuant to state law, the following state-specific language is hereby incorporated into the Terms of Service; provided Express Exam is facilitating the provision of Renewal Services from an Eye Doctor(s) in one of the following states:

Kentucky and Rhode Island

- Renewal Services are not a replacement for an in-person eye health examination.
- Renewal Services cannot be used to generate an initial prescription for contact lenses or a follow-up or first renewal of the initial prescription.
- You may only use Renewal Services if You have had an in-person comprehensive eye health examination within the previous twenty-four (24) months.
- The United States Centers for Disease Control and Prevention advises contact lens wearers to visit an eye doctor one (1) time a year or more often as needed.

Connecticut

• You agree that, prior to receiving the Renewal Services, You have received an initial prescription as the result of an in-person evaluation and eye examination.

<u>Georgia</u>

- Renewal Services cannot be used to generate an initial prescription for contact lenses or a follow-up or first renewal of the initial prescription.
- You may only use Renewal Services if You have had an in-person comprehensive eye health examination within the previous twenty-four (24) months.

<u>Indiana</u>

• You may only use Renewal Services if You have had an in-person comprehensive eye health examination within the previous twenty-four (24) months.

19. Miscellaneous

These Terms of Service set forth the entire understanding and agreement between You and us with respect to the subject matter hereof. These Terms of Service will be governed by the laws of the state of Utah, without regard to principles of conflict of laws. If any provision of the Terms of Service is found to be invalid, the parties agree to give effect to the parties' intentions as reflected in the provision, and the other provisions of the Terms of Service shall remain in full force and effect. Section headings are for reference only and in no way define, limit, construe or describe the scope or extent of such section. Our failure to act with respect to any failure by You or others to comply with these Terms of Service does not waive our right to act with respect to

subsequent or similar failures by You or others. You may not assign or transfer Your rights or obligations under these Terms of Service without our prior written consent, and any assignment or transfer in violation of this provision shall be null and void. There are no third-party beneficiaries to these Terms of Service.

20. Copyright Infringement Claims

Rx Renewal, LLC reserves the right to remove any content or any other material or information available on or through our Express Exam, at any time, for any reason. Rx Renewal, LLC otherwise complies with the provisions of the Digital Millennium Copyright Act ("**DMCA**") applicable to Internet service providers (17 U.S.C. § 512, as amended), and responds to clear notices of alleged copyright infringement. This <u>Section</u> describes the procedure that should be followed to file a notification of alleged copyright infringement with Rx Renewal, LLC.

<u>Notification of Claimed Copyright Infringement</u>. If You have objections to copyrighted content or material made available on or through our Express Exam, You may submit a notification to our Designated Agent at the following address:

info@rx-renewal.com

Any notification to Rx Renewal, LLC under 17 U.S.C. § 512(c) alleging copyright infringement must include the following information:

- An electronic or physical signature of the person authorized to act on behalf of the owner of the exclusive right being infringed;
- An identification of the copyrighted work or other intellectual property that You claim has been infringed or, if multiple copyrighted works are covered by a single notification, a representative list of such works;
- An identification of the content or material that You claim is infringing and where it is located on Express Exam;
- Information sufficient for Rx Renewal, LLC to contact You, such as Your address, telephone number, and/or email address;
- A statement by You that You have a good-faith belief that the use of the content or material of which You are complaining is not authorized by the copyright owner, its agent, or the law; and
- A signed statement by You that the above information in Your notice is accurate and that, under penalty of perjury, You are the copyright owner or authorized to act on the copyright owner's behalf.

21. Contact Information

If You have any questions or concerns, please email us at info@rx-renewal.com.

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