

Terms and Conditions

Section 1: Basic Terms.

Montgomery Primary Care provides a digital platform that connects registered users with physicians and pharmacists for medical consultations and prescription distribution. Montgomery Primary Care is not a health care practitioner or pharmacy, and we do not offer or provide medical advice, treatment recommendations, or pharmacy service, and that Montgomery Primary Care is not liable for any advice, medical care, or treatment you receive from Montgomery Primary Physicians' affiliated physicians or pharmacies ("Pharmacies"), or for any consequences, injuries or harm that may result. You understand that you are not entering into a physician-patient relationship with Montgomery Primary Care.

Physicians working or under contract with Montgomery Primary Care PLLC. (the "Medical Practice") offer customized medical consultations via the Website. Montgomery Primary Care does not own or control the Medical Practice or its Physicians' ability to practice medicine. The content of the Website and Services, including but not limited to text, copy, audio, video, photographs, illustrations, graphics, and other visuals, is provided solely for informational purposes and does not constitute Montgomery Primary Care' professional medical advice, diagnosis, treatment, or recommendations.

You are responsible for ensuring that any information you provide to Montgomery Primary Care or your treating physician is correct and complete. Montgomery Primary Care is not accountable for any damages or losses incurred because of false, incorrect, or incomplete information. The Services do not replace in-person treatment or advice from your primary care physician or other healthcare providers. The Website provides medical consultations only for the diagnosis and treatment of specific women's health issues, not for any other medical or health issue. If you are not feeling well, please call your primary care physician. The website should not be utilized for medical situations. **IF YOU HAVE A MEDICAL EMERGENCY, CALL 911 OR GO IMMEDIATELY TO THE EMERGENCY ROOM.**

Section 2: Eligibility to use the Services

The Services are now only offered in the states of Utah and Texas.

You are solely responsible for your use of the Services and the consequences thereof. You may only use the Services if you can establish a legally binding contract with Montgomery Primary Care and are not prevented from using the Services under the laws of the United States or another applicable jurisdiction. Individuals under the age of eighteen may not use the Services. You may only use the Services in accordance with these Terms and all applicable local, state, national, and international laws, rules, and regulations.

The shape and nature of the Services are constantly evolving and may change without notification to you. Furthermore, Montgomery Primary Care reserves the right to temporarily or permanently discontinue delivering the Services, or any features within the Services, to you or to users in general, and may be unable to give you with prior notice. Montgomery Primary Care has the right to impose limits on the usage of the Services and/or store your information relating to the Services at any time and without prior notification to you.

The Services may feature advertising that are tailored to the content or information on the Services, queries submitted through the Services, or other information. The types and extent of advertising on the Services may change at any moment without previous notice to you. In exchange for Montgomery Primary Care providing, you with access to and use of the

Services, you agree that Montgomery Primary Care, its partners, and third-party providers may display such advertising on the Services or in connection with the display of content or information from the Services, whether submitted by you or others.

Section 3: Setting Up an Account

You must create a user account before using the Services. You can create such an account by registering on the Website and supplying us with accurate and complete information as asked, such as completing an adaptive interview about your health, medical issues, and symptoms (the "Registration").

You must update your Registration as needed to ensure that it is correct and full.

After completing your registration, you may use the Website to consult with a physician and, if medically required, make an order for items.. We will assign you a Physician from the Medical Practice who is licensed to practice in the state where you live to review your Registration, make a diagnosis, determine the medical appropriateness of any products you wish to order, and, if necessary, issue you a prescription. Prescription issuance is not assured. Your order for any products will not be accepted until a Physician offers you with a medical consultation, assesses the clinical appropriateness of the requested product, and issues a prescription for the product you bought, if necessary. Physicians will not prescribe any DEA restricted narcotics. Montgomery Primary Care does not recommend any particular drugs, pharmacies, or practitioners.

Section 4: Payment for Services.

By providing your payment information and completing your request, you authorize us and our third-party payment processors to charge the appropriate amount(s). Any health care or pharmaceutical services that are not made available through the Website are not included in Montgomery Primary Care' payments and must be charged individually by the physicians and/or pharmacies, as applicable. Your Subscription Fee may be increased or decreased if your prescription changes, such as a dosage increase or a change in refill frequency. You can cancel your subscription at any moment by going to your account page at <https://myeasyweightloss.com> and signing into your patient portal. Cancellation requests must be submitted two (2) full calendar days before your next shipping date. Cancellation requests received after that date will be processed before the next shipment date.

Federal and state health-care systems, such as Medicare and Medicaid, do not cover or pay for the Services, which include medical consultations and pharmacy products. Montgomery Primary Care, the Medical Practice, the Physicians, and the Pharmacies do not submit any claims for reimbursement to third parties for services rendered to you. You understand and agree that you are solely liable for the cost of any services or products delivered to you, that no claims for reimburse on your behalf, and that you will not seek reimbursement from any third party for the Services.

Section 5: Privacy.

Any information you supply to Montgomery Primary Care is subject to our Privacy Policy, which regulates its transfer to and within the United States, as well as to other countries for storage, processing, and use by Montgomery Primary Care. As part of the Services, we may need to communicate with you about the collection and use of your information. You acknowledge that by using the Services, you consent to the collection and use of this information (as specified in the Privacy Policy), including announcements and administrative messages. These communications are considered part of the Services and your Montgomery Primary Care account, and you may be unable to opt out of receiving them.

Section 6: Passwords

You are solely responsible for protecting your password and credentials for accessing your Montgomery Primary Care account and services. We advise you to use "strong" passwords, which are passwords that include a combination of upper- and lower-case letters, digits, and symbols, with your Montgomery Primary Care account and any other accounts that you may link to it.

Montgomery Primary Care cannot and will not be held liable for any loss or damage resulting from your failure to comply with the conditions. You undertake to tell us immediately if you become aware of any breach of security or unauthorized use of your Montgomery Primary Care account.

You may not use the name of another person or entity, or a name or trademark that is protected by another person's rights, as a username without proper license. You may not use an abusive, vulgar, or obscene word or phrase as your username.

Section 7: Content about the Services

Please be aware that, unless clearly stated or otherwise required by applicable law, Montgomery Primary Care does not verify the veracity of any information made accessible on the Services by third parties. Montgomery Primary Care has not verified or authorized the information about prescription medications available for purchase on the Website provided directly by our affiliated pharmacies. Any use or reliance on information obtained through the Services is at your own risk.

You are aware that by using the Services, you may be exposed to content that is offensive, harmful, incorrect, or otherwise improper. Montgomery Primary Care will not be liable for any content posted, emailed, communicated, or otherwise made available through the Services or broadcast elsewhere.

You agree not to transmit any content on the Services that: is harassing, impersonates another person or entity in a manner that does or is intended to mislead, confuse, or deceive others; violates the rights of a third party, including copyright, trademark, privacy, and publicity rights; is a direct and specific threat of violence to others; or violates any contractual obligation to refrain from photographing, filming, or streaming any performance, event, film, concert, sport,

Section 8 - Montgomery Primary Care' Rights

Subject to the provisions of this Agreement, Montgomery Primary Care offers you a limited and non-exclusive license (with no right to sublicense) to access and use the Services described herein. Montgomery Primary Care is the exclusive and exclusive owner of the Website, including all copyright, patent, trademark, trade secret, and other ownership and intellectual property rights in and to the Website and all associated materials and documentation. No title or ownership of the Website, or any element of it, is transferred to you under this agreement. Montgomery Primary Care reserves any rights not expressly granted hereunder. You undertake not to modify or erase any copyright or proprietary notices associated with items obtained from the Website.

Section 10: Ending These Terms

These Terms will continue to apply until you or Montgomery Primary Care terminate them as follows:

You may terminate your Agreement with Montgomery Primary Care at any time and for any reason by deactivating your Montgomery Primary Care account and ending use of the Services. To cancel your account, please contact us at <https://myeasyweightloss/contact>.

We may suspend or terminate your accounts or cease providing you with all or part of the Services at any time for any reason, including, but not limited to, if we reasonably believe: (i) you have violated these Terms; (ii) you pose a risk or potential legal exposure to us; (iii) our provision of the Services to you is no longer commercially viable; or (iv) our relationship with the affiliated Medical Practice or Pharmacy ends. We shall use reasonable efforts to alert you via the email address connected with your account or through the Services the next time you attempt to access your Montgomery Primary Care account.

In all such situations, these Terms, including, without limitation, your license to use the Services, will end, with the exception of Sections that you would expect to survive termination, such as indemnity and liability limits.

Nothing in this section affects Montgomery Primary Care' right to amend, limit, or discontinue the provision of the Services without prior notice, as stated above.

The Medical Practice will keep your medical records for five (5) years, unless a longer period is needed by state or federal law, at which point they may be destroyed. Individual physicians and pharmacies may keep your medical records for longer or shorter periods of time as required by law.

Section 11: Disclaimers, Limitations on Liability, and Indemnity

Please read this section carefully because it limits Montgomery Primary Care' obligation to its stockholders, subsidiaries, affiliates, associated companies, officers, directors, employees, agents, representatives, partners, and licensors (collectively, the "Montgomery Primary Care Entities"). Each of the subsections below applies solely to the fullest degree authorized by applicable legislation. Some jurisdictions do not allow the disclaimer of implied warranties or the limitation of responsibility in contracts, thus the provisions of this Section 11 may not apply to you. Nothing in this Section 11 is intended to restrict any rights you may have that are not lawfully limited.

A. The Services Are Available "As-Is"

You access and use the Services at your own risk. You acknowledge and agree that the Services are offered to you "AS IS" and "AS AVAILABLE" basis. Without limiting the above, THE Montgomery Primary Care ENTITIES DISCLAIM ALL WARRANTIES AND CONDITIONS, EXPRESS OR IMPLIED, OF MERCHANTABILITY, FITNESS FOR A PARTICULAR PURPOSE, AND NON-INFRINGEMENT.

The Montgomery Primary Care Entities make no warranty and disclaim all responsibility and liability for: (i) any actions of Montgomery Primary Care users, including without limitation, any advice, recommendations, treatment plans or other information provided by the affiliated Physicians and Pharmacies; (ii) the completeness, accuracy, availability, timeliness, security or reliability of the Services or any information provided on the Services; (iii) any harm to your computer system, loss of data, or other harm that results from your access to or use of the Services, or any content; (iv) the deletion of, or the failure to store or to transmit, any content and other communications maintained by the Services; (v) whether the Services will meet your requirements or be available on an uninterrupted, secure, or error-free basis; (vi) any advice or information you receive through the Services; and (vii) any injuries or harm you or a third party incurs as a result of information or advice received through the Services.

No advice or information, whether oral or written, obtained from the Montgomery Primary Care Entities or through the Services shall establish any warranty unless expressly stated herein. TO THE EXTENT LEGALLY PERMITTED, YOU EXPRESSLY RELEASE THE Montgomery Primary Care ENTITIES FROM ANY AND ALL LIABILITY FOR ANY DAMAGES, SUITS, CLAIMS, PERSONAL INJURIES, DEATH, AND PROPERTY DAMAGE THAT MAY ARISE FROM OR RELATE TO ANY ACTS OR OMISSIONS OF THE MEDICAL PRACTICE, PHYSICIANS, OR PHARMACIES IN CONNECTION WITH THE SERVICES, INCLUDING, BUT NOT LIMITED TO, THE PROVISION OF MEDICAL SERVICES, CONSULTATION, OR TREATMENT BY PHYSICIANS.

B. Links.

The Services may include connections to third-party services or resources. You acknowledge and agree that we are not responsible or liable for: (i) the availability or accuracy of such services or resources; or (ii) the content, products, or services made available through such services or resources. Links to such services or resources do not imply that Montgomery Primary Care or the Montgomery Primary Care Entities endorse such services or resources, or the material, products, or services made available via such services or resources. You accept entire responsibility and bear all risk associated with your use of any such services or resources.

Limits of Liability

TO THE MAXIMUM EXTENT PERMITTED BY APPLICABLE LAW, THE Montgomery Primary Care ENTITIES, THE MEDICAL PRACTICE, THE PHYSICIANS, AND THE PHARMACIES SHALL NOT BE LIABLE FOR ANY INDIRECT, INCIDENTAL, SPECIAL, CONSEQUENTIAL, OR PUNITIVE DAMAGES, OR ANY LOSS OF PROFITS OR REVENUES, WHETHER INCURRED DIRECTLY OR INDIRECTLY, OR ANY LOSS OF DATA, USE, GOOD-WILL, OR OTHER INTANGIBLE LOSSES, RESULTING FROM YOUR OF THE SERVICE.

EXCEPT AS REQUIRED BY LAW, THE AGGREGATE LIABILITY OF THE Montgomery Primary Care ENTITIES, THE MEDICAL PRACTICE, THE PHYSICIANS, OR THE PHARMACIES SHALL NOT EXCEED THE GREATER OF ONE HUNDRED U.S. DOLLARS (U.S. \$100.00) OR THE AMOUNT YOU PAID Montgomery Primary Care, IF ANY, IN THE PAST SIX MONTHS FOR ACCESS TO THE SERVICES GIVING RISE TO THE CLAIM.

TO THE EXTENT PERMITTED BY LAW, THE LIMITATIONS OF THIS SUBSECTION SHALL APPLY TO ANY THEORY OF LIABILITY, WHETHER BASED ON WARRANTY, CONTRACT, STATUTE, TORT (INCLUDING NEGLIGENCE) OR OTHERWISE, AND WHETHER OR NOT THE Montgomery Primary Care ENTITIES, THE MEDICAL PRACTICE, THE PHYSICIANS, OR THE PHARMACIES HAVE BEEN INFORMED OF THE POSSIBILITY OF ANY SUCH DAMAGE, EVEN IF A REMEDY SET FORTH HEREIN IS FOUND TO HAVE FAILED OF ITS ESSENTIAL PURPOSE.

D. Indemnity

To the extent not prohibited by law, you expressly agree to indemnify and hold harmless Montgomery Primary Care and the Montgomery Primary Care Entities from and against any and all liabilities, expenses, damages, and costs, including, but not limited to, reasonable attorneys' fees and costs, related to all third-party claims, charges, and investigations related to: (i) any information, advice, treatment recommendations, or other content you transmit via the Services; and (ii)

Section 12: Miscellaneous terms

A. Waiver and Severability.

Montgomery Primary Care's omission to enforce any right or term of these Terms does not constitute a waiver of that right or provision. If any term of these Terms is found to be illegal or unenforceable, that provision will be reduced or removed to the degree necessary, while the remaining provisions will remain in full force and effect.

B. Controlling law and jurisdiction.

These Terms and all related actions will be governed by Texas laws, regardless of your state or country of residence or conflict of laws rules. All claims, legal proceedings, or litigation arising from the Services will be brought solely in the federal or state courts located in Montgomery County, Texas, United States, and you consent to the jurisdiction and venue of such courts, waiving any objections to inconvenient forum. You agree that you may only file claims against Montgomery Primary Care based on your use of the Services on an individual basis, not as a plaintiff or class member in any alleged class or representative action or proceeding.

C. Entire Agreement

These Terms, our Privacy Policy, and your Informed Consent constitute the sole agreement between Montgomery Primary Care and you for the Services (excluding any services with a separate agreement with Montgomery Primary Care). These Terms supersede and replace all earlier agreements between Montgomery Primary Care and you relating to the Services. We may update these Terms periodically; the most recent version is available at <https://myeasyweightloss.com/contact/>. If we judge, at our sole discretion, that the adjustment is material, we will tell you via email at the email address connected with your account. If you do not agree to any such amendments to the Terms, your only option is to stop using the Website and Services. By continuing to access or use the Services after those updates take effect, you agree to be bound by the amended Terms.

D. Assignment.

These Terms are personal to you and cannot be assigned, transferred, or sublicensed without Montgomery Primary Care's prior written consent. Montgomery Primary Care may assign, transfer, or delegate any of its rights and responsibilities under this agreement without your consent.

Refund Policy

Cancellations made within 24 hours after order placement will be fully refunded. Once your order has been canceled, please wait 7 business days for the refund to proceed. Please keep in mind that orders cannot be cancelled, returned, or refunded after they have been dispatched, therefore you must cancel within 24 hours of placing them.

Section 13 outlines additional terms applicable to physicians.

Supplemental terms apply to physicians who use the Montgomery Primary Care platform.