

## **NourishedRx Terms & Conditions**

Welcome to NourishedRx's Terms and Conditions. These Terms and Conditions (these "**Terms**") constitute a binding agreement between you ("**you**," "**your**," "**yours**") and Project Well, Inc., DBA NourishedRx. ("**NourishedRx**") governing the use of the meal program services (the "**Services**") and related software offered by NourishedRx through its website or mobile application, and any other channel or interface that NourishedRx makes available to its participants (the "**Application**").

By accessing or using the Application provided by NourishedRx that link to these Terms or by receiving the Services after notice of these Terms has been provided, you agree to be bound by the terms and conditions in these Terms. If you do not agree to these Terms, you may not access or use the Services or Application.

If you are using the Application or the Services on behalf of any person, you represent and warrant that you are legally authorized to accept these Terms on such person's behalf and that you agree to be responsible if you or such person violates these Terms.

NourishedRx may change, add, and/or delete any portion of these Terms at any time through posting updated Terms to the Application, and such updates shall become effective upon posting on the Application. Your use of the Services or Application after such posting will constitute your acceptance of and agreement to such changes. Therefore, you should frequently review these Terms to see if they have been changed.

YOU ACKNOWLEDGE AND AGREE THAT BY CLICKING THE "NEXT" BUTTON, ACCESSING OR USING THE APPLICATION, OR RECEIVING THE SERVICES, YOU HEREBY AGREE THAT (A) YOU ARE AT LEAST EIGHTEEN (18) YEARS OF AGE, (B) YOU HAVE READ AND UNDERSTAND THE TERMS, (C) YOU AGREE TO BE LEGALLY BOUND BY THESE TERMS, INCLUDING WITHOUT LIMITATION, DISCLAIMERS OF WARRANTIES, DAMAGE AND REMEDY EXCLUSIONS AND LIMITATIONS, ARBITRATION, AND CHOICE OF CONNECTICUT LAW.

IF YOU ARE EXPERIENCING A MEDICAL EMERGENCY, YOU SHOULD DIAL "911" IMMEDIATELY.

*Last updated and effective as of January 1, 2022.*

### **1. License Grant; Restrictions on Use.**

Subject to your compliance with these Terms, NourishedRx hereby grants you a limited, non-exclusive, non-transferable, non-sublicensable, and non-assignable right to use the Application. Except for the limited right expressly granted to you, all other rights in the Services and Application are reserved by NourishedRx and its licensors and NourishedRx is the sole and exclusive owner of the Services and Applications.

You shall not (1) license, sublicense, sell, resell, transfer, assign, distribute, or otherwise make available to any third party the Application in any way; (2) modify or make derivative works based upon the

Application; (3) reverse engineer or access the Application in order to (a) build a competitive product or service, (b) build a product using similar ideas, features, functions or graphics of the Application, or (c) copy any ideas, features, functions or graphics of the Application, or (4) launch an automated program or script, including, but not limited to, web spiders, web crawlers, web robots, web ants, web indexers, bots, viruses or worms, or any program which may make multiple server requests per second, or unduly burdens or hinders the operation and/or performance of the Application.

You may use the Application and Services only for lawful purposes and shall not: (1) send spam or otherwise duplicative or unsolicited messages in violation of applicable laws; (2) send or store infringing, obscene, threatening, libelous, or otherwise unlawful or tortious material, including material harmful to children or in violation of third party privacy rights; (3) send or store material containing software viruses, worms, Trojan horses or other harmful computer code, files, scripts, agents or programs; (4) interfere with or disrupt the integrity or performance of the Application or the data contained therein; or (5) attempt to gain unauthorized access to the Application or its related systems or networks.

You acknowledge that NourishedRx has no obligation to monitor your access to or use of the Application but has the right to do so for the purpose of operating the Application, to ensure your compliance with these Terms or to comply with applicable law or the order or requirement of a court, administrative agency or other governmental body. NourishedRx reserves the right, at any time and without prior notice, to remove or disable access to any content that NourishedRx, at its sole discretion, considers to be in violation of these Terms or otherwise harmful to the Application.

## **2. Intellectual Property Ownership; Confidentiality.**

NourishedRx alone shall own all rights, title, and interests, including all related intellectual property rights, in and to the Application and the Services (including without limitation text, graphics, editorial content, data, formatting, graphs, designs, HTML, look and feel, photographs, music, sounds, images, software, videos, designs, typefaces and other content) and any suggestions, ideas, enhancement requests, feedback, recommendations, shopping lists and preferences, or other feedback provided by you relating to the Application or the Services ("Feedback"). You hereby assign all rights, title, and interests in and to such Feedback to NourishedRx. You shall keep the content and features of the Application strictly confidential, maintain adequate security to safeguard the Application, and promptly inform NourishedRx if you become aware of any unauthorized use or disclosure of the Application. These Terms do not convey to you any rights of ownership in or related to the Application or the Services, or any intellectual property rights owned by NourishedRx and names, logos, and product names associated with the Services and Application are trademarks or service marks of NourishedRx or third parties, and no right or license is granted to you to use them. You hereby give NourishedRx a royalty-free, worldwide, sub-licensable, transferable license to copy or use in any manner any content or information you upload to the Service or Application, provided that NourishedRx follows the terms of the Privacy Policy.

You agree that a breach of this Section would cause irreparable harm and damage to NourishedRx, and a remedy at law may not be adequate to compensate NourishedRx for such harm and damage. Therefore, NourishedRx shall have the right to injunctive relief without the posting of a bond. The foregoing shall be in addition to and shall not limit any other rights or remedies to which NourishedRx may be entitled, at law or in equity.

## **3. Collection and Use of Your Information; Consent.**

NourishedRx may treat any information it collects or receives from you through the Application or the

Services in accordance with its Privacy Policy (the “**Privacy Policy**”). Please review the Privacy Policy before you use the Application or Services. By downloading, installing, using, and providing information to or through the Application or Services, you consent to all actions taken by NourishedRx with respect to your information in compliance with the Privacy Policy. If you are unwilling to accept the terms and conditions of the Privacy Policy, please do not use the Application or Services.

#### **4. Account, Password, and Security.**

You are the sole authorized user of your account, and you shall not allow another person to use your login credentials to access the Application. You are responsible for maintaining the confidentiality of any password provided by you or NourishedRx for accessing the Application. You are solely and fully responsible for all activities that occur under your account. NourishedRx expressly disclaims any liability from misuse of your account. Should you suspect that any unauthorized party may be using your password or account or you suspect any breach of security, you shall contact NourishedRx immediately. You are solely responsible for, and NourishedRx hereby disclaims any and all liability with respect to, all data, content, and other information that you input into the Application or provide in connection with the Services and the results obtained therefrom and the accuracy and quality of the same. NourishedRx hereby notifies you that any or all communications with the Application or in connection with the Services may be monitored, captured, recorded and transmitted to the authorities as deemed necessary by NourishedRx in its sole discretion and without further notice.

#### **5. Not Medical Advice; Meal Deliveries Disclaimer.**

You acknowledge and agree that NourishedRx is not providing medical advice. Any content or data accessed through the Services or Platform is for informational purposes only and is not a substitute for the professional judgment of health care providers in diagnosing and treating patients, such information must not be taken to be, the practice of medicine. NourishedRx is not responsible for the accuracy, timeliness, or completeness of your personal information, or for any reliance by you or any medical professional on your personal information or any other information within the Application or otherwise provided through the Services. THE SERVICES AND APPLICATION ARE NOT INTENDED TO BE A SUBSTITUTE FOR PROFESSIONAL MEDICAL ADVICE, DIAGNOSIS, OR TREATMENT. ALWAYS SEEK THE ADVICE OF YOUR PHYSICIAN OR OTHER QUALIFIED HEALTHCARE PROVIDER WITH ANY QUESTIONS YOU MAY HAVE REGARDING A MEDICAL CONDITION OR BEFORE ADOPTING ANY DIETARY ADVICE OR PARTAKING IN ANY DIETARY OPTIONS, WHETHER OFFERED THROUGH NOURISHEDRX, ITS FOOD VENDORS, OR OTHERWISE. NEVER DISREGARD PROFESSIONAL MEDICAL ADVICE OR DELAY IN SEEKING IT BECAUSE OF INFORMATION YOU HAVE OBTAINED THROUGH THE SERVICES OR APPLICATION.

You are solely responsible for inspecting all meals you receive from a NourishedRx food vendor for any damage or other issues upon delivery, and NourishedRx is not responsible or liable for any issues with delivery, quality, or any other issue concerning the food. You are solely responsible for reviewing and complying with any terms, instructions, or other information provided by the food vendor with respect to the food.

You are solely responsible for providing NourishedRx with notice about any food allergies you may have and informing us of such allergies in advance. NourishedRx is not responsible for any allergic or other reactions to food provided by NourishedRx’s food vendors, and you are solely responsible for checking the ingredient labels of the food provided.

## **6. Limitation of Liability.**

YOU AGREE NOT TO HOLD NOURISHEDRX, ITS AFFILIATES, OR ANY OF THEIR RESPECTIVE AGENTS, EMPLOYEES, INDEPENDENT CONTRACTORS, ATTORNEYS, OFFICERS, DIRECTORS, PARTNERS, FOOD VENDORS, OR INVESTORS (COLLECTIVELY, "NOURISHEDRX PARTIES") LIABLE AND YOU RELEASE NOURISHEDRX FROM ALL LIABILITY RELATING TO YOUR USE OF OR INABILITY TO USE THE SERVICE OR SOFTWARE, INCLUDING WITHOUT LIMITATION ANY LIABILITIES ARISING IN CONNECTION WITH THE CONDUCT, ACT, OR OMISSION OF ANY USER, ANY DISPUTE WITH ANY USER, ANY INSTRUCTION, ADVICE, ACT, OR SERVICE PROVIDED BY NOURISHEDRX PARTIES, AND ANY LOSS OR DESTRUCTION OF YOUR INFORMATION.

UNDER NO CIRCUMSTANCES WILL NOURISHEDRX PARTIES BE LIABLE FOR ANY DIRECT, INDIRECT, INCIDENTAL, CONSEQUENTIAL, SPECIAL, PUNITIVE, OR EXEMPLARY DAMAGES ARISING IN CONNECTION WITH YOUR USE OF OR INABILITY TO USE THE SERVICES OR APPLICATION, EVEN IF ADVISED OF THE POSSIBILITY OF THE SAME, INCLUDING WITHOUT LIMITATION, ANY DAMAGES WHATSOEVER RESULTING FROM OR RELATED TO (I) ERRORS, MISTAKES, OR INACCURACIES IN THE PLATFORM OR IN THE SERVICES; (II) ANY UNAUTHORIZED ACCESS TO OR USE OF THE PLATFORM; (III) ANY BUGS, VIRUSES, TROJAN HORSES, OR THE LIKE, WHICH MAY BE TRANSMITTED TO OR THROUGH THE PLATFORM OR SERVICES; (IV) ANY CONTENT OR TRANSMISSION OR FOR ANY LOSS OR DAMAGE OF ANY KIND INCURRED AS A RESULT OF YOUR USE OF ANY CONTENT POSTED, TRANSMITTED OR OTHERWISE MADE AVAILABLE VIA THE PLATFORM, THE SERVICES, OR OTHERWISE THROUGH THE INTERNET. SOME STATES DO NOT ALLOW THE EXCLUSION OR LIMITATION OF INCIDENTAL OR CONSEQUENTIAL DAMAGES, SO THE ABOVE LIMITATIONS MAY NOT APPLY TO YOU.

IF ANY EXCLUSION, DISCLAIMER OR OTHER PROVISION CONTAINED IN THESE TERMS ARE HELD TO BE INVALID FOR ANY REASON BY A COURT OF COMPETENT JURISDICTION, AND A NOURISHEDRX PARTY BECOMES LIABLE FOR LOSS OR DAMAGE THAT SHOULD OTHERWISE BE LIMITED, IN NO EVENT WILL THE AGGREGATE LIABILITY, WHETHER ARISING IN CONTRACT, TORT, STRICT LIABILITY OR OTHERWISE, EXCEED ONE HUNDRED DOLLARS (\$100.00 USD).

SOME JURISDICTIONS DO NOT ALLOW THE EXCLUSION OF OR LIMITATIONS ON IMPLIED WARRANTIES OR THE LIMITATIONS ON THE APPLICABLE STATUTORY RIGHTS OF A CONSUMER, SO SOME OR ALL OF THE ABOVE EXCLUSIONS AND LIMITATIONS MAY NOT APPLY TO YOU. IF YOU ARE A RESIDENT OF A JURISDICTION THAT REQUIRES A SPECIFIC STATEMENT REGARDING RELEASE, THEN THE FOLLOWING APPLIES. FOR EXAMPLE, CALIFORNIA RESIDENTS MUST, AS A CONDITION OF THESE TERMS, WAIVE THE APPLICABILITY OF CALIFORNIA CIVIL CODE SECTION 1542, WHICH STATES, "A GENERAL RELEASE DOES NOT EXTEND TO CLAIMS WHICH THE CREDITOR DOES NOT KNOW OR SUSPECT TO EXIST IN HIS OR HER FAVOR AT THE TIME OF EXECUTING THE RELEASE, WHICH IF KNOWN BY HIM OR HER MUST HAVE MATERIALLY AFFECTED HIS OR HER SETTLEMENT WITH THE DEBTOR." YOU HEREBY WAIVE THIS SECTION OF THE CALIFORNIA CIVIL CODE. YOU HEREBY WAIVE ANY SIMILAR PROVISION IN LAW,

REGULATION, OR CODE THAT HAS THE SAME INTENT OR EFFECT AS THE AFOREMENTIONED RELEASE.

#### **7. Disclaimer of Warranties.**

USE OF THE SERVICES AND APPLICATION IS ENTIRELY AT YOUR OWN RISK. THE SERVICES AND APPLICATION ARE PROVIDED ON AN “AS IS” BASIS WITHOUT WARRANTIES OF ANY KIND. TO THE MAXIMUM EXTENT PERMITTED UNDER APPLICABLE LAW, NOURISHEDRX EXPRESSLY DISCLAIMS ALL WARRANTIES, WHETHER EXPRESS, STATUTORY, IMPLIED, OR OTHERWISE, INCLUDING, BUT NOT LIMITED TO, WARRANTIES OF MERCHANTABILITY, FITNESS FOR A PARTICULAR PURPOSE, TITLE, AND NON-INFRINGEMENT.

WITHOUT LIMITING THE FOREGOING, NOURISHEDRX MAKES NO WARRANTIES WITH REGARD TO: (1) THE UNINTERRUPTED AVAILABILITY OR RELIABILITY OF THE SERVICES OR APPLICATION; (2) THE RESULTS THAT MAY BE OBTAINED FROM THE USE OF THE SERVICES OR APPLICATION; (3) THE TIMELINESS, ACCURACY, RELIABILITY, OR COMPLETENESS OF ANY CONTENT AVAILABLE THROUGH THE SERVICES OR APPLICATION; OR (4) THAT THE SERVICES OR APPLICATION ARE FREE FROM ERRORS, VIRUSES, WORMS, TROJAN HORSES, OR OTHER HARMFUL COMPONENTS. YOU ACKNOWLEDGE AND AGREE THAT USE OF THE APPLICATION IS AT YOUR SOLE RISK AND YOU RECOGNIZE THAT NOURISHEDRX DOES NOT WARRANT AGAINST INTERFERENCE WITH YOUR ENJOYMENT OF THE APPLICATION OR SERVICES, THAT ERRORS WILL BE CORRECTED, OR THAT THE FUNCTIONS CONTAINED IN, OR SERVICES PERFORMED BY, THE APPLICATION OR SERVICES WILL MEET YOUR REQUIREMENTS. YOU HEREBY ACKNOWLEDGE THAT NOURISHEDRX IS NOT PROVIDING, AND DOES NOT PURPORT TO PROVIDE, ANY MEDICAL ADVICE WHATSOEVER, AND YOU SHALL NOT RELY ON NOURISHEDRX TO PROVIDE ANY SUCH ADVICE.

NOURISHEDRX CANNOT AND DOES NOT GUARANTEE THAT ANY PERSONAL INFORMATION SUPPLIED BY YOU WILL NOT BE MISAPPROPRIATED, INTERCEPTED, DELETED, DESTROYED, OR USED BY OTHERS.

#### **8. Indemnification**

You hereby agree to indemnify, defend, and hold harmless NourishedRx and its officers, directors, employees, agents, affiliates, successors and assigns from and against any claims, losses, expenses, or demand of liability, including attorneys’ fees and costs incurred, in connection with your use, misuse, or inability to use the Services or the Application, your breach of these Terms, or any negligence or willful misconduct by or on behalf of you. NourishedRx reserves the right, at its own expense, to assume the exclusive defense and control of any matter otherwise subject to your indemnification.

#### **9. Term; Termination and Suspension.**

The term of these Terms and the license granted hereunder will commence on the date you indicate your acceptance of these Terms and will continue until you either stop using the Application or Services or your rights to use the Application or receive the Services are terminated by NourishedRx. NourishedRx may terminate or suspend your right to use the Services or the Application at any time and for any reason without notice. Without limitation, NourishedRx may terminate or suspend your right to use the Services

or the Application, immediately if NourishedRx otherwise finds that you have engaged in unlawful or inappropriate behavior in connection with use of the Service or the Application or otherwise breached these Terms. In addition to terminating or suspending your account, NourishedRx reserves the right to take appropriate legal action, including without limitation pursuing civil, criminal, and injunctive redress. Even after your right to use the Services or the Application is terminated or suspended, these Terms will remain enforceable against you. Sections 2 – 16 shall survive termination of these Terms.

#### **10. Modifications to the Services and Application.**

NourishedRx reserves the right in its sole discretion to review, improve, update, modify, or discontinue, temporarily or permanently, the Services or Application or any content or information on the Services or Application with or without notice. NourishedRx will not be liable to any party for any modification or discontinuance of the Services or Application, in part or in their entirety.

#### **11. Third Party Materials.**

NourishedRx may display, include or make available third-party content or provide links to third-party websites or services (including without limitation food vendor services) through the Application or during provision of the Services (collectively, “**Third-Party Materials**”). You acknowledge and agree that NourishedRx is not responsible for Third-Party Materials, including their accuracy, completeness, timeliness, validity, copyright compliance, legality, decency, quality or any other aspect thereof. NourishedRx does not assume and will not have any liability or responsibility to you or any other person or entity for any Third-Party Materials. Third-Party Materials and links thereto are provided solely as a convenience to you and you access and use them at entirely at your own risk and subject to such third parties’ terms and conditions.

#### **12. Arbitration; Governing Law and Venue.**

These Terms are governed, construed, and enforced under the laws of the State of Connecticut, without regard to choice of law principles. You agree that any dispute arising out of or relating in any way to your use of the Services or Application requires that such claim be resolved exclusively by confidential, binding arbitration; provided that, to the extent you have in any manner violated or threatened to violate your confidentiality obligations under these Terms, NourishedRx may seek injunctive or other appropriate relief. The arbitration shall be conducted before three neutral arbitrators in Stamford, Connecticut, U.S.A., in accordance with the rules of the American Arbitration Association (“AAA”), as then in effect. No claims of any other parties may be joined or otherwise combined in the arbitration proceeding. Unless otherwise expressly required by applicable law, each party shall bear its own attorneys’ fees without regard to which party is deemed the prevailing party in the arbitration proceeding. **YOU HEREBY IRREVOCABLY AND UNCONDITIONALLY WAIVE THE RIGHT TO TRIAL BY JURY IN ANY ACTION ARISING OUT OF OR RELATING TO THESE TERMS OR THE PLATFORM OR SERVICES, AND ANY AND ALL RIGHTS TO PARTICIPATE IN A CLASS ACTION OR ANY OTHER COLLECTIVE OR REPRESENTATIVE PROCEEDING RELATING TO THESE TERMS, THE APPLICATION, THE SERVICES, OR ANY OF THE SUBJECT MATTER CONTEMPLATED HEREIN.**

#### **13. Severability.**

You and NourishedRx agree that if any portion of these Terms are found illegal or unenforceable, that portion will be construed to be enforceable to the maximum extent permitted by law and the remainder of

the Agreement will remain valid and enforceable to the maximum extent permitted by law.

**14. No Agency.**

No agency, partnership, joint venture, employer-employee or franchiser-franchisee relationship is intended or created by these Terms.

**15. Entire Agreement.**

These Terms constitute the entire agreement between you and NourishedRx with respect to the Services and Application and supersedes any previous version of these Terms. Failure by NourishedRx to enforce any provision of these Terms will not be construed as a waiver of any provision or right. These Terms will insure to the benefit of NourishedRx and its successors and assigns.

**16. Changes to these Terms and the Service and Application**

NourishedRx reserves the right, at its sole and absolute discretion, to change, modify, add to, supplement, or delete any of the terms and conditions of these Terms (or the Privacy Policy) at any time, effective with or without prior notice. If any future changes to these Terms are unacceptable to you or cause you to no longer be in compliance with these Terms, you must immediately cease using the Service and Application. Your continued use of the Service or Application following any revision to these Terms constitutes your complete and irrevocable acceptance of any and all such changes.

By participating in this program, I acknowledge that I have read and understood NourishedRx's Services and Application Terms and Conditions.

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Signature

Print Name

Date

Member ID 99693ee746f60c9c0f3034a0b4b59da8