

Terms & Conditions

LIBRA RX IS INTENDED SOLELY FOR SPECIFIC NON-EMERGENCY MEDICAL CONDITIONS AND CONCERNS. IF YOU BELIEVE YOU ARE EXPERIENCING A MEDICAL EMERGENCY, PLEASE DIAL 911 OR CONTACT YOUR LOCAL MEDICAL PROVIDER IMMEDIATELY.

This User Agreement (along with Libra Rx Privacy Policy) governs your use of all websites (collectively referred to as the "Sites") linked to this User Agreement, as well as the services, features, content, or applications (together with the Sites, the "Services") provided by Libra Rx and our associated brands and products, including Libra Rx. The terms "we," "us," "our," and "Libra Rx" refer to Libra Rx, a Pennsylvania corporation located at 2225 Sycamore St. #5032 Harrisburg, PA 17111

For further inquiries or assistance, please contact us at:

Libra Rx

2225 Sycamore St. #5032

Harrisburg, PA 17111

Email: support@getlibrarx.com

Phone: 844.923.5500

Please read this User Agreement carefully, as it outlines the legally binding terms and conditions for your use of our Services.

THIS USER AGREEMENT INCLUDES A MANDATORY ARBITRATION CLAUSE IN SECTION XXI, WHICH CONTAINS A CLASS ACTION WAIVER, CLASS ARBITRATION WAIVER, AND A JURY TRIAL WAIVER. THESE PROVISIONS REQUIRE DISPUTES TO BE RESOLVED THROUGH ARBITRATION INSTEAD OF JURY TRIALS OR CLASS ACTIONS. BY ACCEPTING THESE TERMS, YOU EXPRESSLY AGREE TO BE BOUND BY AND COMPLY WITH THIS AGREEMENT, INCLUDING THE MANDATORY ARBITRATION CLAUSE AND THE CLASS ACTION WAIVER.

PLEASE READ THESE TERMS OF USE CAREFULLY BEFORE ACCESSING OUR SERVICES OR WEBSITE.

I. Introduction

These Terms of Use (the "Terms") outline your rights and responsibilities regarding the website (the "website" or the "Platform") owned and operated by Libra Rx.

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2225 Sycamore St. #5032

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In these Terms, "we," "our," "us," and "Libra Rx" collectively refer to Libra Rx and any associated products, subsidiaries, and affiliations. The terms "you" and "yours" refer to the individual utilizing the Platform. Your use of the Platform is governed by these Terms and our Privacy Policy. By accessing or using the Platform, you acknowledge that you have read, understood, and agreed to be legally bound by and comply with these Terms and our Privacy Policy.

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Phone: 844.932.5500

Even if you accessed the Platform through a website operated or controlled by a third party, including an affiliate of Libra Rx, you understand and agree that these Terms are established between you and Libra Rx. You also acknowledge that the Platform and any services provided under these Terms, except for the Healthcare Services described herein, are offered by Libra Rx.

By using or entering the Platform, you affirmatively consent to engage in electronic business transactions with Libra Rx and participate in health-related activities with health professionals and entities affiliated with Libra Rx. These electronic interactions shall have the same legal effect as your written signature. You consent to Libra Rx and its affiliates sending you disclosures, messages, notices, and other communications to your designated mobile phone and email account. If you do not agree with any of these Terms or our Privacy Policy, you may not use the Platform.

For further inquiries or assistance, please contact us at: support@getlibrarx.com

This Agreement outlines the essential terms you need to understand, as well as the Services you are requesting.

II. Modification of Terms

This Agreement is subject to modifications as outlined below.

We reserve the right, at our sole discretion, to amend these Terms, in whole or in part, at any time and for any reason, without penalty or liability to you or any third party. You should periodically review the Terms when using the Platform to check for any changes. You can identify the last revision date of the Terms by referring to the “Last Modified” notation above. If you continue to use the Platform after the amended Terms have been posted, you will be deemed to have accepted the amended Terms. If any of the provisions of these Terms are unacceptable to you, your sole and exclusive remedy is to discontinue your use of the Platform.

III. Description of the Platform

You understand and agree that the Platform is designed to facilitate the following services (the “Services”):

- (a) the development and collection of healthcare records and information, retaining the same for use in encounters and communications with medical providers;
- (b) administrative support related to scheduling and payment for Healthcare Services;
- (c) administrative support in coordinating optional fulfillment and payment for prescription medications ordered or prescribed by medical providers delivering Healthcare Services; and

(d) telecommunications and technology support for utilizing the Platform as a means of direct access to medical providers through affiliated professional entities for communication, consultations, assessments, and treatment by such providers.

You acknowledge that the Platform collects specific information from you to enable an affiliated medical provider, through the Healthcare Services, to determine the appropriateness of a prescription or diagnostic test for you. This includes applicable health information (such as your past and present health conditions, medications, and blood pressure), diagnostic tests (if applicable), and personal information (such as your name, location, and demographic information) (collectively, “Your Information”). You further understand and agree that after reviewing Your Information, the medical provider will independently determine whether to prescribe medication, recommend other treatments, or suggest consulting alternative clinical resources (the “Healthcare Services”).

You consent to the sending and disclosure of Your Information to affiliated professional entities and their medical providers for assessment and potential provision of Healthcare Services.

Additionally, you consent to our sharing of Your Information with both affiliated and unaffiliated pharmacies, laboratories, and other diagnostic testing companies to coordinate the fulfillment and payment for diagnostic testing, prescription medications, and medical devices recommended as part of the Healthcare Services.

All medical providers delivering Healthcare Services through the Platform are: (i) independent professionals contracted or employed with affiliated professional entities that coordinate with Libra Rx and (ii) solely responsible for the Healthcare Services provided to you.

For further inquiries or assistance, please contact Libra Rx.

Libra Rx does not provide any Healthcare Services through the Platform and is not licensed to practice medicine. Libra Rx does not control or interfere with the provision of Healthcare Services by medical providers and affiliated professional entities, each of whom is independent and solely responsible for the Healthcare Services provided to you. Therefore, you understand and agree that Libra Rx is not responsible for Healthcare Services or your use of any Healthcare Services provided by a medical provider or affiliated professional entity, including any personal injury or property damage.

For further inquiries or assistance, please contact Libra Rx.

By accepting this Agreement, you also understand and agree that Libra Rx is not acting as a pharmacy, nor do we control or interfere with any such services. By accepting this Agreement, you understand and agree that you may be entering into a relationship with a pharmacy, pharmacist, and/or pharmacy group, or other relationships with one or more such third-party entities.

For further inquiries or assistance, please contact us at: support@getlibrarx.com

IV. Eligibility

To use the Services available through the Platform, you must meet the following criteria:

- You must be at least 18 years old.

- You must reside in the United States in a state or territory where the Services are offered.
- You must agree to adhere to and be legally bound by these Terms of Use.
- You need compatible computing and/or mobile devices, Internet access, and any necessary software to use the Platform. Be aware that fees may apply for mobile services and Internet usage.

Meeting these requirements does not guarantee that you will receive the Services through the Platform. The organization reserves the right to change or add new eligibility criteria at its discretion without prior notice. Additionally, medical providers and affiliated entities may evaluate whether specific criteria apply to your use of the Platform for Healthcare Services on a case-by-case basis and may determine that the Services are not appropriate for certain users. For more information about the criteria for Healthcare Services, please contact support.

V. Availability

The Services are currently available to individuals in selected states. To find out which states are included, please contact customer service.

VI. Registration, User Accounts, and User Data

While some parts of the Platform can be accessed by anyone, registration is required to access the Services. The Services are only available to users who have registered and to those affiliated with the organization who have been granted usernames and passwords. Please note that the Platform may not always be accessible, and the organization will not be responsible if the Platform is unavailable for any reason.

When you register an account, you may be required to enter or submit user information or data (“User Data”) through forms on the Platform. By providing User Data, you acknowledge and agree that it may be used, copied, or displayed. The organization may create derivative works based on your data and share this information with service providers, successors, assigns, and medical providers as part of delivering the Services.

You grant the organization and its service providers, successors, assigns, and medical providers the right and license to use, reproduce, modify, analyze, perform, display, distribute, and disclose to third parties any User Data you submit through the Platform. This usage may include purposes related to providing the Services, conducting research or analyses, and designing, developing, implementing, modifying, or improving features, products, and services based on such data.\

VII. Your Responsibilities and Acknowledgment

To use the Services available through the Platform, you agree to the following:

1. All information you provide on the Platform is accurate, complete, and up to date. You are responsible for maintaining and updating your information as necessary.
2. Your access to the Platform is personal, meaning it is intended for your use only. Your identification information must be truthful, and you must keep your username and password confidential. You are responsible for all activities that occur under your account. Always log out

of your account after each session, and change your password immediately if you suspect it has been compromised. Sharing your password or creating multiple accounts is prohibited. Additionally, you may not use another person's account.

If you become aware of any unauthorized use of your account or any other security breaches related to the Services, you must notify us immediately at the provided support email.

You may be asked to provide additional information to facilitate Healthcare Services or fulfill a prescription. While you may choose to withhold certain information, doing so may prevent you from using the Platform and related services.

You acknowledge that the provision of Healthcare Services depends on the accuracy and completeness of your information. If your information is found to be inaccurate or incomplete, or if there are reasonable grounds to suspect this, we reserve the right to suspend or terminate your account and access to the Services. We may take necessary actions to ensure the security of the Platform and your account.

VIII. Restrictions on Use

You agree not to use the Platform, or allow others to use it, except as expressly permitted by these Terms. You will not:

- Use or attempt to use the Platform for anyone other than yourself.
- Access or use the Platform in any way that infringes on third-party rights or violates applicable laws and regulations, or these Terms.
- Modify your mobile operating system in any way. The Platform is designed for use only on devices with unaltered, manufacturer-approved operating systems. Using a modified device could compromise the security of your protected health information (PHI).
- License, sublicense, sell, resell, transfer, assign, or distribute the Platform or its materials for commercial purposes.
- Use the Platform to create or develop competing products or services or for any purpose that may disadvantage us commercially.
- Take any action that could damage, disrupt, or impair the Platform or its content.
- Attempt to gain unauthorized access to our Platform or any associated computer network.
- Bypass or circumvent any security measures in place to protect the Platform.
- Upload or propagate any harmful computer code that could damage or alter any system or the Platform.
- Remove or obscure any trademarks, copyright notices, or other proprietary rights from the Platform or its content.
- Use manual or automated processes to monitor or copy any content from the Platform for unauthorized purposes.

- Duplicate, store, publish, transmit, or otherwise reproduce any data or content from the Platform without permission.
- Encourage or enable others to engage in any of the above actions.

IX. Licensing

Provided you comply with these Terms, we grant you a personal, limited, revocable, non-exclusive, and non-transferable license to view, download, access, and use the Platform and its content solely for your personal, non-commercial use. No other rights are granted to you, and all rights not expressly stated are reserved.

X. Disclaimer of Limited Healthcare Services

The Platform is designed for specific healthcare services and should not be considered a substitute for comprehensive medical advice, care, diagnosis, or treatment.

Always consult with your physician or a qualified healthcare provider regarding any questions you may have about your health, medical conditions, or medications. This includes before starting or stopping any treatment or medication.

XI. Telehealth Consent

Telehealth involves the use of electronic communications, information technology, and various means to connect patients at one location with licensed, certified, or registered healthcare professionals at another location for clinical matters. While Telehealth offers several advantages, it also comes with certain risks, similar to other medical procedures. We encourage you to carefully review the full Telehealth Informed Consent, which details the treatment methods, risks, and limitations associated with using Telehealth services for your health and wellness needs. To receive Health Care Services, you must agree to the Telehealth Informed Consent.

By utilizing the Services, you acknowledge and agree that Libra Rx LLC is a beneficiary of the Medical Consent and holds the right to enforce it.

For further inquiries or assistance, please contact us at: support@getlibrarx.com

XII. Payment

By providing your information for Health Care Services, you agree to pay all applicable fees. By entering your payment details and submitting your request, you authorize us, our affiliates, or our third-party payment processors to charge the amount due. Please note that if you receive a medical consultation, the associated fees are non-refundable. We cannot accept returns on prescription products for reuse or resale, and all sales are final. If you believe there has been an error, please contact us through your Libra Rx portal.

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You understand that you are responsible for all fees associated with receiving the Services, including charges from medical providers and affiliated medical entities. Be aware that the final charge to your credit card may vary based on the prescribed medication and the pharmacy selected for order fulfillment. Should any discrepancies arise, a member of our support team will promptly inform you. We collect essential payment information, such as credit card numbers and security codes, solely for the purpose of processing payments. All payment information is securely protected within the infrastructure provided by Stripe. For further details on data privacy practices, please review the privacy notice available at: <https://stripe.com/privacy>.

You also acknowledge that Libra Rx-affiliated medical providers are not contracted with any health insurance plans (including commercial or government plans, i.e., “out-of-network” providers). Consequently, you understand that you are solely responsible for all fees incurred while receiving Healthcare Services, including any charges by medical providers and affiliated medical entities. Payments collected by Libra Rx will encompass fees from medical providers for Healthcare Services. If your credit card expires or if Libra Rx, our affiliates, or our third-party payment processors are unable to process your payment, you will be notified to provide an alternative payment method. Libra Rx and/or the medical provider(s) are not obligated to provide Healthcare Services until full payment has been received and/or verified.

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Furthermore, since Libra Rx medical providers are not contracted with any health insurance plans to deliver Healthcare Services, including federal or state government health care programs like Medicaid and Medicare, any prescription medications or laboratory services ordered by Libra Rx medical providers may not be covered.

For further inquiries or assistance, please contact us at: support@getlibrarx.com

XIII. Privacy

Libra Rx recognizes the significance of confidentiality and privacy regarding your information. Please refer to our Privacy Policy for an overview of how we may collect, use, and disclose your information in connection with the Platform.

For further inquiries or assistance, please contact us at: support@getlibrarx.com

XIV. Intellectual Property

Libra Rx retains exclusive ownership of all rights, titles, and interests in the Platform and its content, features, and functionality. This includes, but is not limited to, all information, software, text, displays, images, video, audio, selection, arrangement, and overall appearance, along with any intellectual

property rights associated with them. Any modifications, enhancements, adaptations, translations, or derivative works created from the Platform will be solely owned by Libra Rx or its licensors. You are permitted to use the Platform solely for personal, non-commercial purposes, provided you comply with these Terms. No other rights in the Platform are transferred to you, and all rights not expressly granted are reserved by Libra Rx or its affiliates.

For further inquiries or assistance, please contact us at: support@getlibrarx.com

Certain names, logos, and other materials displayed throughout the Platform may constitute trademarks or service marks of Libra Rx or its affiliates. You are not authorized to use any of these trademarks without the express written permission of Libra Rx or its affiliates. Ownership of these trademarks, along with the goodwill associated with them, remains with Libra Rx or its affiliates.

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XV. Third-Party Links and Websites

The Platform may contain hyperlinks or references to third-party websites ("Linked Sites"). These Linked Sites are not under our control, and we are not responsible for the information, products, or services described therein or for the content of any Linked Site, including any links contained within it, or any changes or updates made to those Linked Sites. We provide these Linked Sites solely for your convenience; 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 will not be liable to you for any content, errors, damages, or losses arising from or in connection with your use of or reliance on information provided by these Linked Sites.

If you accessed the Platform via a Linked Site, including one controlled by a parent, subsidiary, or affiliate of Libra Rx, you understand and agree that we are not responsible for the information, products, or services described on those Linked Sites, and these Terms will govern your use of or access to the Platform.

For further inquiries or assistance, please contact us at: support@getlibrarx.com

XVI. Disclaimer of Warranties

YOU ACKNOWLEDGE AND AGREE THAT THE PLATFORM AND SERVICES PROVIDED BY LIBRA RX LLC ARE OFFERED ON AN "AS IS" AND "AS AVAILABLE" BASIS. YOUR USE OF THE PLATFORM IS ENTIRELY AT YOUR OWN RISK. LIBRA RX LLC, ALONG WITH ITS AFFILIATES AND THEIR RESPECTIVE OFFICERS, DIRECTORS, MANAGERS, PARTNERS, MEMBERS, EMPLOYEES, AND AGENTS (COLLECTIVELY REFERRED TO AS "RELATED PERSONS"), MAKE NO REPRESENTATIONS OR WARRANTIES AND EXPRESSLY DISCLAIM ALL WARRANTIES, WHETHER EXPRESS OR IMPLIED, RELATING TO THE PLATFORM AND SERVICES. THIS DISCLAIMATION INCLUDES, BUT IS NOT LIMITED TO, WARRANTIES OF MERCHANTABILITY, FITNESS FOR A

PARTICULAR PURPOSE, TITLE, NON-INFRINGEMENT, AVAILABILITY, SECURITY, ACCURACY, FREEDOM FROM VIRUSES OR MALWARE, AS WELL AS WARRANTIES CONCERNING THE TIMELINESS, FUNCTIONALITY, RELIABILITY, AND SPEED OF DELIVERY. LIBRA HEALTH LLC DOES NOT WARRANT THAT YOUR USE OF THE PLATFORM OR SERVICES WILL NOT INFRINGE ON THE RIGHTS OF THIRD PARTIES.

TO THE MAXIMUM EXTENT PERMITTED BY APPLICABLE LAW, LIBRA RX LLC AND ITS RELATED PERSONS WILL NOT BE LIABLE FOR ANY LOSS OR DAMAGE ARISING FROM YOUR RELIANCE ON INFORMATION OBTAINED THROUGH THE PLATFORM. IT IS YOUR RESPONSIBILITY TO ASSESS THE ACCURACY, COMPLETENESS, TIMELINESS, RELIABILITY, OR USEFULNESS OF THE PLATFORM. ADDITIONALLY, LIBRA RX LLC DOES NOT GUARANTEE THAT THE PLATFORM WILL BE UNINTERRUPTED OR ERROR-FREE, NOR DOES IT ASSUME LIABILITY FOR ANY CYBER ATTACKS, MALWARE, INTERFERENCE, HACKING, OR OTHER SECURITY BREACHES.

YOU UNDERSTAND AND AGREE THAT ANY CONTENT, MATERIAL, OR INFORMATION OBTAINED THROUGH THE PLATFORM IS DONE AT YOUR OWN RISK, AND YOU ARE SOLELY RESPONSIBLE FOR ANY DAMAGE TO YOUR COMPUTER OR MOBILE DEVICE OR LOSS OF DATA THAT MAY RESULT FROM DOWNLOADING SUCH CONTENT, MATERIAL, OR INFORMATION.

XVII. Limitation of Liability

TO THE FULLEST EXTENT PERMITTED BY LAW, AND EXCEPT AS EXPRESSLY PROVIDED IN THIS SECTION, LIBRA RX LLC AND ITS RELATED PERSONS OR LICENSORS WILL NOT BE LIABLE TO YOU OR ANY OTHER PARTY FOR ANY CLAIMS, LIABILITIES, LOSSES, COSTS, OR DAMAGES ARISING UNDER ANY LEGAL OR EQUITABLE THEORY, INCLUDING TORT (SUCH AS NEGLIGENCE), CONTRACT, OR STRICT LIABILITY. THIS INCLUDES, BUT IS NOT LIMITED TO, INDIRECT, PUNITIVE, SPECIAL, INCIDENTAL, OR CONSEQUENTIAL DAMAGES, SUCH AS LOST PROFITS, LOSS OF DATA, LOSS OF GOODWILL, SERVICE INTERRUPTION, DAMAGE TO YOUR COMPUTER OR MOBILE DEVICE, OR SYSTEM FAILURE, AS WELL AS DAMAGES FOR PERSONAL INJURY OR EMOTIONAL DISTRESS, INCLUDING DEATH, ARISING OUT OF OR IN CONNECTION WITH ANY ACCESS TO OR USE OF THE PLATFORM OR SERVICES. THIS DISCLAMATION APPLIES EVEN IF LIBRA HEALTH LLC OR RELATED PERSONS HAVE BEEN ADVISED OF THE POSSIBILITY OF SUCH DAMAGES OR LOSSES.

SUBJECT TO APPLICABLE LAW AND THIS SECTION, LIBRA HEALTH LLC'S TOTAL LIABILITY FOR ANY CLAIMS ARISING UNDER THESE TERMS SHALL NOT EXCEED ONE HUNDRED DOLLARS (USD \$100.00). PLEASE BE AWARE THAT SOME JURISDICTIONS DO NOT ALLOW LIMITATIONS ON LIABILITY, WHICH MAY AFFECT THE ENFORCEABILITY OF THIS LIMITATION IN YOUR JURISDICTION.

XVIII. Indemnification

You agree to indemnify, defend, and hold harmless Libra Rx and its Related Persons, licensors, and suppliers from any and all third-party claims, demands, liabilities, costs, or expenses, including reasonable attorneys' fees, arising from or related to: (i) any breach of these Terms by you, (ii) your unauthorized use of materials or features available on the Platform, and/or (iii) any violation by you of applicable laws, rules, or regulations.

For further inquiries or assistance, please contact us at: support@getlibrarx.com

XIX. Modifications to the Platform

Libra Rx reserves the right to modify, temporarily suspend, or permanently discontinue the Platform or any part thereof, at any time and for any reason, with or without notice. You agree that Libra Rx shall not be liable to you or any third party for any modifications, suspensions, or discontinuances of the Platform. For further inquiries or assistance, please contact us at:

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XX. Suspension and Termination of Rights

These Terms will remain in full force and effect as long as you continue to access or use the Platform. You may terminate these Terms at any time by ceasing all use of the Platform. Your right to use the Platform will automatically terminate if you violate these Terms.

Libra Rx may terminate or suspend any rights granted to you under these Terms and your access to the Platform at any time, with or without prior notice, for any reason. The following provisions will survive any expiration or termination of these Terms: Disclaimer of Warranties; Limitation of Liability; Indemnification; Governing Law, Dispute Resolution, Arbitration, Class Action Waiver; and Miscellaneous.

For further inquiries or assistance, please contact us at: support@getlibrarx.com

Subject to applicable law, Libra Rx reserves the right to maintain, delete, or destroy any communications and materials posted or uploaded to the Platform in accordance with its internal record retention and content destruction policies. Following termination, Libra Rx will have no further obligation to provide services, except to the extent required to grant you access to your health records or fulfill any ongoing obligations under applicable legal, ethical, and professional standards.

For further inquiries or assistance, please contact us at: support@getlibrarx.com

XXI. Governing Law; Dispute Resolution; Arbitration

Both you and Libra Rx agree that any disputes arising between us, whether involving a third party or not, concerning your relationship with Libra Rx (including those related to this User Agreement, your use of our services, and your privacy or publicity rights) will be settled exclusively through binding arbitration. However, you retain the right to bring claims in small claims court if they qualify.

For further inquiries or assistance, please contact us at: support@getlibrarx.com

You and Libra Rx mutually agree that class or representative arbitrations, as well as class or representative actions, are prohibited under any circumstances. Both parties are waiving the right to participate in any class action or class arbitration.

For further inquiries or assistance, please contact us at: support@getlibrarx.com

Additionally, both you and Libra Rx waive the right to pursue litigation in court for claims under this User Agreement. The interpretation and enforcement of this arbitration provision will be governed by the Federal Arbitration Act.

For further inquiries or assistance, please contact us at: support@getlibrarx.com

Unless otherwise specified below, any legal claim or dispute between you and Libra Rx arising from or related to these Terms must be resolved through individual arbitration. Class actions and class arbitrations are not permitted; claims may only be brought on an individual basis and cannot seek relief that would impact other Libra Rx users. If a court determines that any specific claim cannot be arbitrated as per these restrictions, only that claim may be litigated in court, while all other claims will still be subject to arbitration.

For further inquiries or assistance, please contact us at: support@getlibrarx.com

You or Libra Rx may initiate claims in your local small claims court, provided the court's rules allow it. Should you not pursue your claims in small claims court, or if there is an appeal of a small claims court judgment to a higher court, the claims must be resolved through binding, individual arbitration. The American Arbitration Association will oversee all arbitrations under its Consumer Arbitration Rules.

For further inquiries or assistance, please contact us at: support@getlibrarx.com

You and Libra Rx expressly waive the right to a jury trial.

For further inquiries or assistance, please contact us at: support@getlibrarx.com

You have the option to opt out of this arbitration provision within 30 days of agreeing to these Terms. To do so, you must send your name, residential address, username, and email address associated with your Libra Rx account, along with a clear statement of your intention to opt out, to the following address:

For further inquiries or assistance, please contact us at: support@getlibrarx.com

Before initiating arbitration, you must provide a written Notice of Dispute that includes your name, residential address, username, email address associated with your Libra Rx account, a detailed description of the dispute, and the relief you are seeking.

For further inquiries or assistance, please contact us at:

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Phone: 844.923.5500

Any Notice of Dispute should be sent to: support@getlibrarx.com

Prior to commencing arbitration, Libra Rx will send you a Notice of Dispute to the email address associated with your account or through another appropriate means. If we cannot resolve the dispute within thirty (30) days following the receipt of the Notice of Dispute, either party may initiate arbitration. For further inquiries or assistance, please contact us at: support@getlibrarx.com

Arbitration costs and fees will be allocated according to the rules established by the arbitration provider, which includes provisions regarding frivolous or improper claims.

For any claims not resolved through arbitration or small claims court, you agree that such claims will be resolved exclusively in the U.S. District Court for Georgia or a state court located in Fulton County, Georgia. You also agree to submit to the personal jurisdiction of these courts for the purposes of litigating any such claims.

These Terms and any claims arising from them will be governed by the laws of the State of Georgia, as long as they do not conflict with or are inconsistent with federal law.

The platform is controlled and operated by Libra Rx from the United States and is not intended to subject Libra Rx to the laws or jurisdiction of any state, country, or territory outside of the United States. These Terms will be governed by Georgia law without consideration of its conflict of law principles. For further inquiries or assistance, please contact us at: support@getlibrarx.com

Arbitration Agreement: Both you and Libra Rx agree that any claims or disputes related to your use of our platform, or arising from these Terms, will be resolved through binding arbitration, to the fullest extent allowed by law, on an individual basis. This excludes disputes that can be handled in small claims court, disputes where either party seeks equitable relief for alleged unlawful use of copyrights, trademarks, trade names, logos, trade secrets, or patents, or disputes that are already pending at the time you first agree to these Terms. All arbitration proceedings will take place in Fulton County, Georgia. For further inquiries or assistance, please contact us at: support@getlibrarx.com

Arbitration Rules: The Federal Arbitration Act governs this dispute resolution provision. Arbitration between you and Libra Rx will be initiated through the American Arbitration Association (AAA) and will adhere to the AAA Consumer Arbitration Rules. The AAA Rules and necessary filing forms are available at <https://www.adr.org/consumer-arbitration>. For further inquiries or assistance, please contact us at: support@getlibrarx.com

Waiver of Jury Trial: If arbitration is contrary to applicable law, both you and Libra Rx waive any constitutional or statutory right to go to court and have a trial before a judge or jury. For further inquiries or assistance, please contact us at: support@getlibrarx.com

Both parties agree to resolve claims and disputes through arbitration, which involves referring a claim or dispute to one or more individuals tasked with reviewing the matter and making a final, binding determination. Arbitration is typically more limited, efficient, and cost-effective compared to court proceedings and is subject to very limited judicial review. The arbitrator's decision will be binding and can be entered as a judgment in any court of competent jurisdiction.

No Class Arbitrations, Class Actions, or Representative Actions: Both you and Libra Rx agree that all claims and disputes covered by this arbitration agreement must be arbitrated or litigated on an individual basis and not as a class action. Claims from multiple customers or users cannot be brought as a class or representative action, either in arbitration or in court, on behalf of any individual or group. Unless both you and Libra Rx agree otherwise, the arbitrator will not consolidate or join claims from more than one individual or party and will not oversee any form of consolidated, representative, or class proceeding. Any relief awarded may only benefit the individual party seeking relief and will only extend to what is necessary to address that party's individual claims or disputes. Relief granted cannot affect other Libra Rx users.

For further inquiries or assistance, please contact us at: support@getlibrarx.com

This arbitration provision will survive the termination of your relationship with Libra Rx.

For further inquiries or assistance, please contact us at: support@getlibrarx.com

XXII. Copyright Infringement

Libra Rx reserves the right to remove any content, material, or information available on or through our Platform at any time and for any reason. Libra Rx 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 section outlines the procedure for filing a notification of alleged copyright infringement with Libra Rx.

For further inquiries or assistance, please contact us at: support@getlibrarx.com

Notification of Claimed Copyright Infringement

If you believe that copyrighted content or material available on or through our Platform infringes your rights, you may submit a notification to our Designated Agent at the following email address: support@getlibrarx.com.

Any notification regarding Libra Rx under 17 U.S.C. § 512(c) alleging copyright infringement must include the following information:

For further inquiries or assistance, please contact us at: support@getlibrarx.com

1. An electronic or physical signature of the person authorized to act on behalf of the owner of the exclusive right that is being infringed.
2. Identification of the copyrighted work or other intellectual property claimed to be infringed. If multiple copyrighted works are included in a single notification, provide a representative list of those works.
3. Identification of the content or material that you claim is infringing, including its location on our Platform.
4. Sufficient information for Libra Rx to contact you, such as your address, phone number, and/or email address.

For further inquiries or assistance, please contact us at: support@getlibrarx.com

5. A statement affirming your good faith belief that the use of the content or material in question is not authorized by the copyright owner, its agent, or the law.
6. A signed statement confirming that the information in your notice is accurate and that, under penalty of perjury, you are the copyright owner or authorized to act on behalf of the copyright owner.

XXIII. Miscellaneous

These Terms constitute the complete understanding and agreement between you and Libra Rx regarding the subject matter herein. If any provision of these Terms is found to be invalid by a court of competent jurisdiction, the parties agree that the court should strive to honor the intent of the parties as reflected in that provision, while the remaining provisions will continue to be in effect. Headings are for reference only and do not define, limit, construe, or describe the scope or extent of any section. Our failure to act in response to any breach of these Terms by you or others does not waive our right to take action regarding future or similar breaches. You may not assign or transfer your rights or obligations under these Terms without prior written consent from us, and any assignment or transfer that violates this provision will be deemed null and void.

For further inquiries or assistance, please contact us at: support@getlibrarx.com

XXIV. Contact Information

If you have any questions or concerns, please contact us at (Contact Details).

Libra Rx operates a patient management platform collaborating with independent physicians and practitioners who provide services utilizing the Libra Health Platform. Libra Rx does not directly provide medical or pharmacy services, and payment does not guarantee the issuance or dispensing of a prescription. Medical services are offered via independent providers. The information provided on this website is for informational purposes only and should not be considered a substitute for professional medical advice, diagnosis, or treatment. If you have any health-related questions or concerns, please consult your doctor. This site serves as an advertisement for services and not for any specific medication. For further inquiries or assistance, please contact us at: support@getlibrarx.com