COMPREHENSIVE TERMS OF USE, SERVICES AGREEMENT, AND CONSENT TO TREATMENT

PLEASE READ THIS DOCUMENT CAREFULLY. THIS IS A LEGALLY BINDING AGREEMENT.

By signing below, you acknowledge that you understand and accept the risks associated with the services provided, agree to your financial and membership responsibilities, and consent to the collection, use, and disclosure of your personal and health information as described herein.

This Agreement contains an Informal Dispute Resolution Process, a Binding Individual Arbitration Provision, a Jury Trial Waiver, and a Class/Representative Action Waiver (Section 14) that govern how any disputes between you and the Company (including My Vitality, Inc., Wael Tamim, MD, and all Protected Entities and Released Parties) will be resolved.

PREAMBLE: AGREEMENT AND SCOPE OF TERMS

THESE TERMS OF USE, SERVICES AGREEMENT, AND CONSENT TO TREATMENT (these "Terms" or this "Agreement") are agreed to between Cell Beauty Health (and any and all of its operational facilities); its clinical operations partner in charge of medical management, My Vitality, Inc., a Florida corporation; its Medical Director of clinical operations, Wael Tamim, MD; and their respective affiliates, subsidiaries, related corporate entities, officers, directors, employees, administrative and clinical intake staff, and partners (collectively, the "Company," "we," "us," and "our") and you ("you," "your," "User," or "Member"), or the entity on whose behalf you are agreeing to these terms.

These Terms apply to the healthcare, wellness, longevity, and telehealth services (the "Services") and the platforms through which they are delivered, including the Cell Beauty Health website, the patient portal, the Company applications, and any other associated websites, subsites, domain redirects, or online platforms operated by or referring to the Company now or in the future (collectively, the "Platform" or "Service"). You and other individuals or entities using the Platform or receiving Services are collectively referred to as "Users".

These Terms are entered into as of the date you first access or use the Platform or sign this Agreement and will continue until terminated as set forth herein.

SECTION 1: ACCEPTANCE AND CO-PROTECTED ENTITIES

1.1 Acceptance.

This Agreement governs your access to and use of the Services and the Platform. By accessing or using the Service, creating an Account, or signing this document, you agree to be bound by this Agreement and our Privacy Policy.

1.2 Co-Protected Entities and Future Partners.

For the avoidance of doubt, the terms, protections, waivers, releases, disclaimers, limitations of liability, and indemnification obligations set forth in this Agreement are designed to protect, and shall fully extend and apply to:

- Cell Beauty Health (and any and all of its operational facilities);

- My Vitality, Inc., as the clinical and medical management operations partner;
- Wael Tamim, MD, as the Medical Director of clinical operations;
- Any administrative and intake staff of the Company or its partners, who assist with client intake, registration, administrative scheduling, and portal communications;
- Their respective affiliates, sister companies, parent companies, subsidiaries, websites, subsites, mobile applications, and clinical/business associates; and
- Any contracted or partnered entities that the Company works with now or may work with in the future, including but not limited to Pharmacy Networks, compounding pharmacies, laboratories, phlebotomy services, and administrative support vendors. All such entities, individual physicians, medical directors, and service partners are collectively referred to as the "Released Parties" or "Protected Entities" under this Agreement, and each of them shall be third-party beneficiaries of the protections, waivers, and releases contained herein.

1.3 Eligibility.

The Service is intended solely for adults aged 18 and over. By signing, you represent and warrant that you are at least 18 years of age under the laws of the state in which you reside and are physically located. We reserve the right to verify your age and identity and decline Services if we have reason to believe you are under 18.

1.4 Order of Precedence.

This Agreement consolidates several related policies. In the event of any internal conflict or inconsistency, the following order of precedence shall apply:

- Dispute Resolution: Section 14 (Dispute Resolution; Binding Arbitration; Class Action Waiver) governs all disputes and controls over any other dispute-resolution or waiver provision.
- Clinical Care and Treatment Matters: Section 4 (General Consent to Treatment) and Sections 5 and 6 (Telehealth and Peptide Consents) control with respect to clinical care, medications, and provider relationships.
- Privacy and Data Processing: Section 7 (Privacy, HIPAA Disclaimer, and Data Policy) controls with respect to the collection, use, and processing of personal and health data.
- Billing, Payment, and Membership: Section 11 (Financial Terms) and Section 12 (Cancellation, Refund, and Termination) control with respect to program fees, auto-renewals, billing, and membership terms.
- General Use: For all other matters, the general Terms of Use set forth herein shall control.

SECTION 2: HEALTHCARE SERVICES AND CLINICAL ROLE OF CELL BEAUTY

2.1 Facilitation, Not Practice of Medicine.

While Cell Beauty Health facilitates access to physician and clinical services, all clinical, diagnostic, and medical decisions are made exclusively by licensed, independent healthcare professionals ("Providers" or "Qualified Professionals") acting within their respective scopes of practice under applicable federal and state law. "Qualified Professionals" include licensed physicians, nurse practitioners, physician assistants, and other licensed clinical staff. Cell Beauty is an administrative

platform and does not practice medicine, nor does it direct or control the independent medical judgment of any Provider providing care to you.

2.2 Scope of Services.

You have requested that Cell Beauty Health and its partner Providers deliver certain healthcare, wellness, and longevity-related services to you. These services may be delivered in person at a Cell Beauty Health facility or via telehealth across multiple states in which our Providers are duly licensed. The services may include, without limitation:

- General medical consultations and healthcare-related advice;
- Prescribing and dispensing of medications and prescription items;
- Hormone replacement therapy (HRT);
- Peptide therapies;
- Vaccine and medication administration;
- Intravenous (IV) infusions and phlebotomy;
- Specialist referrals and laboratory testing (including follow-up and specialty panels);
- Nutritional supplements, compounded over-the-counter products, and related health/wellness resources.

2.3 Clinical Recommendations by Provider.

You understand and acknowledge that all wellness recommendations, therapies, procedures, prescriptions, and dosages are subject to the independent clinical determination, professional judgment, and recommendation of the prescribing Provider. Cell Beauty Health does not guarantee the provision of any specific treatment, medication, or prescription, and the prescribing Provider retains full, unilateral discretion to recommend, modify, withhold, or discontinue any prescription, dosage, or recommendation based on your individual clinical presentation, standard of care, and applicable law.

2.4 Absolute Disclaimer of Physician-Patient Relationship at All Levels.

You explicitly understand, acknowledge, and agree that the Platform, the Services, any telehealth encounters (specifically including synchronous telephonic and video consultations, voice calls, interactive video chats, secure portal messaging, virtual visits, or record reviews), and any subsequent recommendations, prescriptions, or products issued (specifically including elective, non-traditional, or non-medical lifestyle optimization therapies such as peptide therapies, hormone replacement, or wellness supplements) do NOT establish a formal, traditional, or licensed physician-patient relationship (or any other clinical professional-patient relationship) at any level between you and:

- Cell Beauty Health (or any of its operational facilities, subsidiaries, or affiliates);
- My Vitality, Inc. (the clinical operations partner in charge of medical management);
- Wael Tamim, MD (the Medical Director of clinical operations);
- Any administrative and intake staff of the Company or its partners, who assist with client intake, registration, administrative scheduling, or platform communications; or

- Any partner clinical Providers, contracted physicians, nurse practitioners, physician assistants, or other licensed clinical staff who conduct remote telephonic or video consultations, evaluations, reviews, or provide clinical recommendations or prescription facilitation through the Platform.

All such telephonic or video encounters, consultations, reviews, and subsequent prescriptions are provided strictly in good faith as a limited, elective, and consultative wellness recommendation service. You agree that no ongoing medical care, clinical duty of care, treatment of medical illness, follow-up, monitoring, or clinical management is being established or provided, and you waive any claim that such an interaction creates a professional medical-patient relationship carrying ongoing clinical liabilities or duties.

2.5 Telephonic and Video Consultations and Elective Wellness Recommendations.

All Services, virtual visits, consultations, and evaluations provided through the Platform are strictly synchronous telephonic or video interactions resulting in non-binding consultative recommendations and elective wellness prescriptions. Any clinical opinions, assessments, and recommendations—particularly those resulting in prescriptions for non-traditional, elective, or non-medical wellness therapies like peptides—are designed solely to assist you in pursuing, optimizing, or coordinating elective lifestyle and longevity support. You acknowledge that these recommendations are based entirely on a telephonic or video-based verbal and visual exchange and a review of self-reported records without a physical examination, which are not designed to serve as standard comprehensive primary medical care, diagnosis, or treatment of any medical condition.

2.6 Ultimate Responsibility and Treatment Lies Solely with Your Local Physician.

You acknowledge and agree that ultimate, primary, and exclusive responsibility for your entire medical care—including your comprehensive ongoing treatment, physical examinations, clinical diagnostics, evaluations, medication adjustments, clinical monitoring, lab follow-ups, and general medical management—remains exclusively and at all times with your local primary care physician or other local healthcare providers in your home jurisdiction. The Company's partner Providers are not your treating physicians; rather, your local physician is your sole treating physician. This limited telephonic and video consultative service serves solely as a discretionary, elective, and recommendational bridge for lifestyle and wellness optimization and does not substitute for, replace, or supplement comprehensive local medical care in any manner. You are strictly instructed to consult with your local treating physician before initiating any wellness program, clinical recommendation, or prescription issued through the Platform, to keep them fully informed of any elective regimens (specifically including peptide therapy) you pursue, and to have them oversee your overall physical health.

SECTION 3: EMERGENCY MEDICAL DISCLAIMER

3.1 NO EMERGENCY CARE.

CELL BEAUTY HEALTH AND ITS PLATFORM SERVICES DO NOT PROVIDE EMERGENCY OR URGENT MEDICAL SERVICES. THE SERVICES AND PLATFORM ARE NOT INTENDED TO ADDRESS EMERGENCY, ACUTE, OR LIFE-THREATENING MEDICAL CONDITIONS. IF YOU ARE EXPERIENCING A MEDICAL EMERGENCY, YOU MUST IMMEDIATELY CALL 911 OR GO TO THE NEAREST EMERGENCY ROOM.

3.2 Telehealth Limitations in Emergencies.

During telehealth visits, your Provider may be physically located in a different state or location and has no ability to dispatch emergency services to your physical location. You acknowledge and agree that you are solely responsible for contacting local emergency services in your physical area in the event of any medical crisis.

SECTION 4: GENERAL CONSENT TO TREATMENT AND RISK ACKNOWLEDGEMENT

4.1 General Authorization.

By signing this Agreement, you expressly consent to and authorize Cell Beauty Health and its Qualified Professionals to provide the Services to you, including any medications, therapies, or infusions prescribed, administered, or dispensed by our Providers. You acknowledge that you have been informed of the nature of the Services, including their potential risks, benefits, and alternatives, and that you voluntarily consent to treatment.

4.2 Potential Treatment Risks.

As with any healthcare, injection, or wellness service, the Services involve potential risks. These may include, but are not limited to:

- Pain, bruising, swelling, bleeding, or infection at injection or insertion sites;
- Nerve injury or hematoma formation;
- Phlebitis, air embolism, or fluid overload/electrolyte imbalance;
- Dizziness, lightheadedness, fainting, or allergic reactions to medications, vitamins, peptides, or infused substances;
- Complications related to hormone replacement therapy;
- Adverse medication reactions and drug interactions;
- Disease progression or complications due to lack of an in-person physical exam;
- Serious complications up to and including death.

By signing this Agreement, you acknowledge that you understand and voluntarily accept these risks.

4.3 Right to Ask Questions.

You have the right to discuss any Service, treatment, or medication with your Qualified Professional prior to proceeding, including its purpose, nature, potential risks, benefits, and available alternatives. You are encouraged to ask questions at any time, and no Service or treatment will be initiated without your voluntary agreement to proceed.

4.4 Responsibility for Complete Disclosure.

You agree to fully, accurately, and truthfully disclose your complete medical history, current medications, over-the-counter products, supplements, allergies, and symptoms to your Provider. You acknowledge that it is your duty to keep your Provider informed of any interactions or treatments regarding your care that you receive from other healthcare practitioners outside of Cell Beauty Health to ensure your Provider has your full, accurate clinical background.

4.5 Consent to Receive Prescriptions and Pharmacy Fulfillment.

You expressly consent to and authorize the prescribing Provider to prescribe, dispense, or administer medications, hormones, peptides, or other clinical products as part of your elective wellness program, subject to their independent professional judgment, clinical evaluation, and recommendation. You understand, acknowledge, and agree that:

- Prescription products (specifically including elective, non-medical wellness therapies like peptides) will only be issued if the prescribing Provider conducts a remote clinical evaluation (such as a telephonic consultation or record review) and determines that the prescription or clinical recommendation is appropriate and indicated for your wellness goals;
- You do not have a guarantee of receiving any specific prescription, and the prescribing Provider retains full, unilateral discretion to modify, withhold, or discontinue any prescription or recommendation based on your ongoing health status and safety;
- The issuance of any prescription or clinical recommendation for elective, non-traditional, or non-medical wellness therapies (such as peptide therapy) does NOT establish an ongoing physician-patient relationship or any duty of ongoing monitoring, follow-up, or clinical management;
- You expressly authorize and consent to the Company and the prescribing Provider transmitting and disclosing your personal health information, clinical records, and prescription orders to the Company's partner compounding pharmacies, laboratories, and the Pharmacy Network to facilitate the fulfillment, compounding, dispensing, and delivery of your prescribed medications;
- All medications prescribed to you are for your personal, individual clinical use only. You agree to use all medications strictly as directed, to store them safely out of the reach of children (acknowledging that they do not use child-resistant packaging), and never to share, transfer, or misuse any prescribed substances.

SECTION 5: INFORMED CONSENT FOR TELEHEALTH SERVICES

5.1 Nature of Telehealth via Telephonic and Video Consultations.

Telehealth involves the use of interactive audio, video, or other secure electronic communications. Under these Terms, you understand and agree that the telehealth modalities utilized consist of synchronous telephonic (audio-only voice) consultations and/or secure interactive video (audio-visual) consultations and evaluations conducted through the Platform or via direct communication. You understand that by consenting to telehealth, you will receive clinical recommendations via a Virtual Visit conducted over the telephone or via video rather than an in-person clinical visit, and you expressly consent to receive consultative recommendations via these remote voice and video communications.

5.2 Physical Location Representation.

Because telehealth services are generally governed by the laws of the state in which you are physically located at the time of the encounter, you agree to accurately disclose your exact physical location at the beginning of each telehealth visit. Unless stated otherwise in writing or indicated during registration, you represent and warrant that your physical location during any telehealth visit or Virtual Visit is in the State of Florida. If you are physically located outside the State of Florida, you

agree to accurately disclose your exact physical location at the beginning of each telehealth visit. Your Provider must be authorized and licensed to practice in the state where you are physically located, and the Company may refuse or terminate services if you are located in a state or jurisdiction where we or your Provider are not authorized to render such services.

5.3 Inherent Limitations of Telephonic and Video Telehealth Consultations.

You acknowledge and accept that telephonic and video telehealth consultations have significant clinical limitations compared to in-person physical visits. Specifically:

- The Provider conducting your telephonic or video evaluation does not have the benefit of a comprehensive hands-on clinical assessment, visual inspection, or direct physical examination, which could affect their ability to render an exact diagnosis, clinical opinion, or identify serious underlying medical conditions;
- Any clinical opinions, assessments, recommendations, and elective prescriptions received are provisional, advisory, and limited, and under no circumstances replace a comprehensive, in-person physical examination and clinical evaluation by your local primary care physician;
- Your Provider may be legally restricted from prescribing certain medications (such as controlled substances) without a prior in-person physical examination.

You explicitly assume all clinical risks associated with these limitations, agreeing that the consultative, audio-only nature of the visit is sufficient for your elective wellness and non-medical treatment goals.

5.4 Specific Technical and Telehealth Risks.

By using the Platform and consenting to telehealth, you acknowledge and assume the following risks:

- Technical failures, internet interruptions, connection delays, or dropped sessions may occur, which could lead to delays, incomplete medical data, or loss of information;
- The electronic transmission of medical data could fail, or transmitted information could be insufficient or of poor quality, preventing appropriate clinical decision-making;
- Despite robust security and encryption protocols (such as SSL), perfect security on the internet is impossible, and electronic security protocols could fail, leading to an unauthorized breach of privacy and exposure of personal health data.

5.5 Emergency Prohibition.

You agree never to use telehealth or Virtual Visits if you are experiencing an urgent or emergent medical crisis, or if you are driving or operating a motor vehicle.

SECTION 6: INFORMED CONSENT FOR PEPTIDE THERAPY (NON-FDA APPROVED)

6.1 Clinical Objectives.

The primary goals and possible benefits of peptide therapy are to address specific clinical needs, which may include assisting in hormonal balancing, control of oxidative stress, prevention or reduction of physical dysfunction, and support for wellness and longevity.

6.2 FDA Regulatory Status Disclosure.

You understand, acknowledge, and agree that peptide therapy is viewed by the mainstream medical community as new, controversial, off-label, and experimental, and is not approved by the U.S. Food and Drug Administration ("FDA"). By signing this consent, you explicitly acknowledge that these therapies are considered experimental and off-label under FDA guidelines.

6.3 Specific Side Effects and Adverse Risks.

While treatment is prescribed in an effort to minimize side effects, outcomes cannot be guaranteed. Documented risks and adverse reactions associated with peptide therapy include, but are not limited to:

- Redness, swelling, or pain at the injection site;
- Transient high blood sugar (hyperglycemia);
- Development of antibodies against the administered peptide;
- Water retention (edema).

You acknowledge that these side effects are typically dose-related and are often managed or eliminated by adjusting the dosage, but there is no guarantee that you will not experience these or other side effects.

6.4 Absolute Contraindications.

Peptide therapy should not be used in patients with known active cancer or a history of cancer. You represent and warrant that you do not have known active cancer, and you agree to immediately notify your Provider if you are diagnosed with cancer or have any reason to suspect the onset of cancer.

6.5 Voluntary and Optional Nature.

Peptide therapy is always optional. You are under no obligation or pressure to undergo peptide therapy to receive other administrative or standard care from Cell Beauty Health. You acknowledge that no guarantees or representations of specific outcomes, cures, or satisfactory results have been made to you.

6.6 Duty to Inform Other Practitioners.

Because peptide therapy may interact with other treatments or medical conditions, you agree that you should and will inform all other external healthcare practitioners and doctors whom you see for your medical care about any peptide therapies you are receiving.

SECTION 7: PRIVACY, HIPAA DISCLAIMER, AND DATA PROCESSING

7.1 HIPAA NON-COVERED STATUS DISCLAIMER.

CELL BEAUTY HEALTH IS NOT A "COVERED ENTITY" OR A "BUSINESS ASSOCIATE" UNDER THE HEALTH INSURANCE PORTABILITY AND ACCOUNTABILITY ACT (HIPAA). Any health, wellness, medical, or physiological information you share with us through the website, app, or during consultations is not protected by HIPAA. Instead, all personal and health information you provide is governed solely by the Cell Beauty Health Privacy Policy and applicable state privacy laws.

Note: While Cell Beauty is not a covered entity, certain contracted independent Providers or Pharmacy Network partners may be "covered entities" or "business associates" under HIPAA. To the extent Cell Beauty acts as a business associate to a clinical Provider, your Protected Health Information (PHI) will be handled in compliance with HIPAA requirements as disclosed in Section 7.5.

7.2 Secure Use of Artificial Intelligence (AI).

You acknowledge and consent to the use of artificial intelligence ("AI") tools by Cell Beauty Health to assist in analyzing your personal and health information, supporting clinical and treatment recommendations, facilitating scheduling, improving our Services, and conducting internal quality control. Any AI tools used operate strictly within a secure, privacy-compliant environment subject to rigorous data safeguards. AI outputs are assistive only and do not replace human professional judgment. All final clinical decisions and prescriptions remain under the exclusive control and oversight of our human, Qualified Professionals.

7.3 Media and Recording Policies.

- Telehealth Sessions: To protect patient privacy, no recording (audio or video) of telehealth sessions will be made by Cell Beauty Health or its Providers without your separate, explicit written consent, unless otherwise permitted by law.
- Clinical Documentation: You consent to Cell Beauty taking photographs or recordings of you solely for internal clinical documentation, recordkeeping, and internal clinical training purposes.
- Marketing Use: Any use of your image, likeness, or identifying information for marketing or public-facing purposes requires separate prior written authorization, which you have no obligation to provide.
- Website Analytics: Standard web analytics, session recordings, and heat-mapping tools are used on our website and app strictly to analyze platform usage and performance and do not apply to or record clinical telehealth encounters.

7.4 De-Identified Information.

We may use, license, or share de-identified personal and health information (stripped of all identifying elements) for internal research, treatment outcomes analysis, quality improvement, and with third-party research institutions or partners. These third parties are contractually prohibited from re-identifying any individual. You may opt out of the sale, licensing, or sharing of your de-identified data at any time by contacting us at contact@cellbeautyhealth.com or by phone at (754) 216-3572.

7.5 HIPAA Disclosures for Partner Providers.

To the extent any partner clinical Providers or Pharmacy Network partners are covered entities under HIPAA, your PHI may be used or disclosed for:

- Treatment Purposes: Sharing health data between Providers and Pharmacies to coordinate your care and fulfill prescriptions;
- Healthcare Operations: Internal business operations, staff performance evaluations, and quality improvement;
- Business Associates: Shared with contracted associates who provide billing, hosting, or secure data storage under agreements requiring strict privacy protection.

7.6 Your Privacy Rights.

Depending on your state of residence, you may have specific rights regarding your Personal Data under applicable state privacy laws (such as the CCPA/CPRA in California). These generally include the right to know/access, correct, delete, or obtain a portable copy of your Personal Data, and the right to opt-out of the sale/sharing of your data for targeted advertising. To exercise these rights, submit a verifiable request to contact@cellbeautyhealth.com or call us at (754) 216-3572.

7.7 GDPR Compliance and International Data Rights.

While the Service is primarily directed toward residents of the United States, the Company makes good-faith efforts to respect international data protection standards and comply with the General Data Protection Regulation (GDPR) and similar international data privacy frameworks where applicable.

GDPR-Level Privacy Rights: To the extent you are a resident of the European Union, European Economic Area (EEA), or a jurisdiction with similar regulations, you may possess the following data protection rights, which you can exercise by submitting a request to contact@cellbeautyhealth.com or by phone at (754) 216-3572.

- Right of Access and Portability: You have the right to request and receive a copy of your Personal Data on record in a structured, commonly used, and machine-readable format.
- Right to Erasure (Right to be Forgotten): You have the right to request that your Personal Data be permanently erased or deleted from our active systems, subject to applicable clinical record retention requirements under federal and state law.
- Right to Rectification: You have the right to request that any inaccurate or incomplete Personal Data we maintain about you be corrected or completed.
- Right to Restrict or Object to Processing: You have the right to restrict or object to the processing of your Personal Data for specific purposes, such as profiling, direct marketing, or automated decision-making.
- Right to Withdraw Consent: Where our processing is based on your consent, you have the right to withdraw that consent at any time, which we will honor prospectively.

Data Protection Officer (DPO): To facilitate these international data protection rights, we have designated a Data Protection Officer who can be contacted at contact@cellbeautyhealth.com or by phone at (754) 216-3572 for any inquiries or requests regarding data privacy.

International Data Transfers: If you access the Platform or Services from outside the United States, you acknowledge and agree that your Personal Data will be transferred to, stored, and processed in the United States, where our secure servers are located. The Company implements appropriate technical, organizational, and security measures (including secure SSL encryption during transmission) designed to protect your Personal Data against unauthorized access, disclosure, or loss, in accordance with applicable data protection laws.

SECTION 8: COMMUNICATIONS CONSENT

8.1 Text and Phone Communications.

By providing your phone number, you consent to receive communications from Cell Beauty, its workforce, Providers, and administrative service providers regarding your healthcare, appointments,

billing, financial responsibility, and collections. Communications may be made via live call, voicemail, SMS/MMS text messages, automated dialing systems, and prerecorded or artificial voice messages, as permitted by federal and state law. Standard message and data rates may apply. Your consent is not a condition of receiving healthcare services, and you may opt out at any time.

8.2 Email Communications.

You consent to receive healthcare and administrative emails (such as appointment reminders and billing invoices) from us. You acknowledge that standard email is not a secure communication medium, and you accept the associated privacy risks of communicating via standard email. We encourage you to communicate through our secure patient portal.

8.3 Patient Portal Security.

You are solely responsible for maintaining the strict confidentiality of your secure patient portal credentials (username and password). You must immediately notify us of any unauthorized access or suspected breach of your portal account.

SECTION 9: ACCOUNT AND ACCEPTABLE PLATFORM USE

9.1 Account Security.

If you establish an Account, you agree to provide accurate, current, and complete information, and accept full responsibility for all activities completed under your Account or using your login credentials.

9.2 Prohibited Uses.

You represent and warrant that your use of the website, app, and Services will comply with all applicable laws. You agree not to:

- Use the Platform for any unlawful or unauthorized commercial purposes;
- Misrepresent your identity, impersonate any person, or provide false medical, demographic, or financial information;
- Fraudulently misuse the services, such as scheduling appointments you do not intend to keep;
- Defame, abuse, harass, stalk, threaten, or violate the legal or privacy rights of Cell Beauty staff, Providers, or other users;
- Copy, modify, adapt, reverse engineer, or attempt to extract source code from the Platform;
- Remove any copyright, trademark, or proprietary rights notices;
- Introduce malware, spyware, or use automated means (such as bots or spiders) to access or scrape our systems.

9.3 Suspension and Termination of Access.

We reserve the right to suspend or terminate your access to the Platform, app, and Services immediately, in our sole discretion, in the event of any actual, threatened, or suspected violation of these Terms, fraudulent conduct, or behavior that is abusive, threatening, or harassing toward Cell Beauty staff or Providers.

SECTION 10: INTELLECTUAL PROPERTY RIGHTS

10.1 Ownership.

All content, databases, software, source code, hardware, technology, trademarks, service marks, and logos included within or used to operate the Platform (collectively, "Platform IPR") are the exclusive, owned or licensed property of Cell Beauty Health or its licensors and are protected by intellectual property laws.

10.2 Limited License.

Subject to your strict compliance with these terms, we grant you a limited, revocable, non-exclusive, non-transferable license to access and use the Platform solely for your personal, non-commercial use in receiving the Services. You receive no ownership interest or rights in our Technology.

10.3 User Submissions and Feedback.

If you submit feedback, reviews, or clinical data ("User Content"), you grant Cell Beauty a worldwide, royalty-free, irrevocable, perpetual, fully sublicensable license to use, reproduce, display, and modify such content for operating our Services, populating searchable healthcare databases, or improving our systems, subject to our Privacy Policy and the clinical telehealth recording restrictions. Any technical feedback or suggestions you submit may be used by us without any duty of compensation or accounting to you.

SECTION 11: FINANCIAL RESPONSIBILITY AND PAYMENT TERMS

11.1 Self-Pay Model (No Insurance Billing).

ALL SERVICES ARE PROVIDED ON A SELF-PAY BASIS ONLY. CELL BEAUTY HEALTH DOES NOT BILL HEALTH INSURANCE OR PARTICIPATE IN ANY HEALTH INSURANCE PLANS. The Services are not health insurance and do not substitute for a health insurance plan. You are solely and personally financially responsible for all fees associated with the Services, including consultation fees, procedures, medications, supplements, memberships, subscriptions, and laboratory tests, regardless of any third-party insurance coverage or reimbursement policies. Upon request, we will provide an itemized receipt or superbill; however, all reimbursement disputes and submissions are strictly between you and your insurer.

11.2 Payment Timing.

Payment is due in full at the time services are rendered or scheduled, unless otherwise agreed in writing. We may require advance payments, secure credit card deposits, or enrollment in a recurring subscription as a condition of receiving Services or scheduling consultations.

11.3 Payment and Autopay Authorization.

By providing a payment method (such as a credit card, debit card, or bank account) on file, you represent that you are authorized to use it and expressly authorize Cell Beauty Health to automatically charge this payment method on a recurring basis for:

- All recurring Program Fees associated with your selected Membership Type;
- All Add-On Services, medications, specialty laboratory panels, and additional products purchased or ordered;

- Any applicable missed appointment or late cancellation fees.

If your payment method is a debit card or bank account, you authorize recurring electronic fund transfers (EFT). You may update or revoke this authorization at any time, but you remain responsible for any charges already incurred or scheduled before we can reasonably act on your update.

11.4 Late Fees and Past-Due Accounts.

If any payment is not successfully processed or received by the due date, Cell Beauty Health reserves the right to:

- Suspend your access to all or any part of the Services, including consultations, portal access, and medication shipments, until your past-due balance is paid in full;
- Assess a late fee of 1.5% per month (or the maximum rate permitted by law, whichever is lower) of the total unpaid balance until paid in full.

11.5 Collections.

Unpaid balances remaining after reasonable notice may be referred to third-party collections agencies or legal counsel. You agree to be responsible for all reasonable costs of recovery, including agency fees, reasonable attorneys' fees, and court costs. Past-due balances referred to collections may be reported to consumer credit reporting agencies, which may affect your credit standing.

SECTION 12: MEMBERSHIP, CANCELLATION, AND REFUND POLICIES

12.1 Program Fees.

As a condition of your ongoing membership and access to medical management and routine follow-up lab panels, you agree to pay the recurring Program Fee for your selected Membership Type and billing cycle (Monthly, Quarterly, or Annually).

12.2 Auto-Renewal.

YOUR MEMBERSHIP IS SUBJECT TO AUTOMATIC RECURRING BILLING. Your membership will automatically renew at the end of each billing cycle for successive terms of the same duration, and the Program Fee will be automatically charged to your payment method on file, unless and until you cancel your membership in accordance with Section 12.4.

12.3 Fee Adjustments.

Cell Beauty Health reserves the right to adjust Membership Program Fees and product pricing at any time in its sole discretion. We will provide you with at least thirty (30) days' prior written notice sent to your email address on file before any fee change takes effect. If you do not agree to the adjusted fees, you must cancel your membership in writing prior to the end of the 30-day notice period. Your continued use of the Services or participation in the program after the fee change takes effect constitutes your complete acceptance of the revised fees.

12.4 Cancellation by Member.

You may cancel your Membership Agreement at any time. To prevent the auto-renewal and charging of the next cycle's Program Fee, you must provide Cell Beauty Health with written notice of cancellation at least fifteen (15) days prior to your next scheduled billing date. Written cancellation must be submitted via:

- Email to contact@cellbeautyhealth.com; or
- Certified or registered mail to Cell Beauty Health, 111 SW 6th St., Fort Lauderdale, FL 33301, Attn: Member Services.

For questions about the cancellation process, you may also reach Member Services at (754) 216-3572. Please note that a phone call alone does not satisfy the written notice requirement above — cancellation must still be submitted by email or mail as described.

Upon receipt and processing of a valid cancellation, we will discontinue future recurring Program Fees, future follow-up lab panels, and scheduled medication shipments effective at the end of the current billing period.

12.5 Refund and Returns Policy.

- General Rule: All payments for Services, medications, compounded products, memberships, and prepaid packages are non-refundable, and we do not accept returns on prescription medications or compounded products due to safety regulations.
- Prepaid Programs: Program Fees paid in advance for quarterly or annual billing cycles are strictly non-refundable upon voluntary cancellation by the Member.
- Termination Without Cause: In the event that Cell Beauty Health terminates this Agreement without cause, we will issue a pro-rata refund of any prepaid Program Fees attributable to the unused portion of your then-current billing cycle.
- Clinical Review Limitation: For per-visit or customized services, refunds can only be issued before your medical data or service forms have been submitted to a Provider for clinical review. No refunds will be issued once your medical data has been reviewed by a Provider, a prescription has been written, or a clinical report has been generated. If you choose to withdraw consent after clinical review has commenced, you remain fully financially responsible.

12.6 Missed Appointment and Late Cancellation Fees.

Please reschedule or cancel appointments in accordance with our scheduling policy. Missed appointments or cancellations made without sufficient notice may be subject to a fee. We will provide you with at least three (3) business days' advance written notice before any missed appointment or late cancellation fee is charged to your payment method on file.

SECTION 13: SHIPPING AND PRESCRIPTION FULFILLMENT POLICIES

13.1 Medication Shipping.

Prescription medication shipments, processing timelines, and state-specific shipping restrictions are governed by our Shipping Policy, available upon request. Standard shipping methods utilize 3-Day Saver delivery for non-refrigerated products, and Next-Day delivery for refrigerated products. Saturday delivery is subject to additional fees and carrier availability.

13.2 Packaging Restrictions.

Prescriptions fulfilled and shipped by our Pharmacy Network do not utilize child-resistant packaging. Prescription products will not be dispensed in child-resistant containers. You are solely responsible for keeping all medications, needles, and clinical supplies safely out of the reach of children and unauthorized individuals.

13.3 Shipping Terms
Delivery Without Signature. Unless a signature is legally required by the state of delivery for a specific medication (such as certain controlled substances), packages will be delivered without requiring a signature. By accepting Services, you authorize the shipping carrier to deliver your medication packages under this standard method, and you accept full and sole responsibility for the shipment once the carrier confirms delivery to the address on file, including any loss, theft, or temperature degradation occurring after delivery. Cell Beauty Health will comply with any state-specific delivery mandate requiring a signature, regardless of this default.

Delivery Scheduling. Cell Beauty Health and its shipping and pharmacy partners retain sole discretion to determine shipping methods, carriers, and delivery days, including Saturday delivery, as necessary to preserve product integrity and cold-chain requirements. By accepting Services, you authorize delivery on any day by Cell Beauty Health or its partners determine necessary and agree to bear any shipping costs associated with maintaining product stability. Cell Beauty Health is under no obligation to hold or delay a shipment at your request.
Address Accuracy. You are solely responsible for providing and maintaining an accurate delivery address. Cell Beauty Health is not liable for delivery failure, delay, or mis delivery resulting from an inaccurate, incomplete, or outdated address.

SECTION 14: DISPUTE RESOLUTION, INDIVIDUAL BINDING ARBITRATION, JURY TRIAL WAIVER, AND CLASS ACTION WAIVER

PLEASE READ THIS SECTION CAREFULLY. IT AFFECTS YOUR LEGAL RIGHTS, INCLUDING YOUR RIGHT TO FILE A LAWSUIT IN COURT AND TO HAVE A JURY TRIAL.

14.1 Governing Provision.

This Section 14 constitutes the sole and controlling dispute-resolution agreement governing your entire relationship with the Company and all Protected Entities, its employees, officers, directors, and contracted Providers. It supersedes any conflicting dispute-resolution, arbitration, or venue provision in any other executed document or policy.

14.2 Informal Dispute Resolution.

Prior to initiating any formal arbitration or legal proceeding, you and the Company (including all Protected Entities, Released Parties, and future partner compounding pharmacies) agree to first attempt to resolve the dispute informally. You must send a written notice of dispute to contact@cellbeautyhealth.com (questions about this process may also be directed to (754) 216-3572, though the dispute notice itself must be submitted in writing to the email address above)

containing a complete description of the claim, the specific facts, the relief sought, and your contact info. The parties will engage in good faith negotiations for a period of thirty (30) days from our receipt of your notice (the "Informal Resolution Period"). Compliance with this informal process is a mandatory condition precedent to initiating arbitration.

14.3 Mandatory Binding Individual Arbitration.

If the dispute is not resolved during the Informal Resolution Period, you and the Company (including all Protected Entities and Released Parties) agree that all disputes, claims, or controversies arising out of or relating to this Agreement, your use of the Platform, the Services, the collection or handling of your Personal Data, or any dealings between you and the Company or any of the Protected

Entities (collectively, "Disputes") shall be resolved exclusively through final and binding individual arbitration, rather than in a court of law.

- Administrator and Rules: The arbitration will be administered by the American Arbitration Association ("AAA") under its Consumer Arbitration Rules then in effect, except as modified herein. AAA Rules and forms are available at www.adr.org or 1-800-778-7879.
- Arbitrator Authority: A single, neutral arbitrator selected under AAA Rules will have exclusive authority to resolve all Disputes, including questions regarding the interpretation, applicability, enforceability, or formation of this arbitration agreement.
- Location: The physical arbitration will take place exclusively in Broward County, Florida. If your claim is under $10,000, you may elect to conduct the arbitration by telephone, video conference, or via document submission.
- Arbitration Fees: Fees are governed by AAA Rules. Cell Beauty will pay your share of AAA administrative fees to the extent they exceed what you would have paid to file a lawsuit in a small claims court of competent jurisdiction. Each party is responsible for its own attorneys' fees and costs, unless the arbitrator determines a claim was frivolous or brought in bad faith.
- Confidentiality: The arbitration proceedings, submissions, and the arbitrator's ruling shall remain strictly confidential, except as required by law or to enforce the final award in court.

14.4 Right to Opt-Out.

You have the right to opt out of this mandatory arbitration agreement. To opt out, you must send a written notice of your decision to contact@cellbeautyhealth.com with the subject line "ARBITRATION OPT-OUT" within thirty (30) days of the date you first sign this Agreement or access the Services (general questions about this option may also be directed to (754) 216-3572, though the opt-out notice itself must be submitted in writing as described above).

Your notice must include your full name, physical address, and the email address associated with your account. If you timely and validly opt out, all other provisions of this Section 14 (including the Jury Trial Waiver, Class Action Waiver, and Broward County Venue) shall continue to apply.

14.5 JURY TRIAL WAIVER.

TO THE FULLEST EXTENT PERMITTED BY LAW, YOU AND THE COMPANY EACH IRREVOCABLY WAIVE ANY RIGHT TO A TRIAL BY JURY WITH RESPECT TO ANY DISPUTE, WHETHER SOUNDING IN CONTRACT, TORT, STATUTE, MEDICAL MALPRACTICE, OR ANY OTHER LEGAL THEORY. This waiver applies to all court proceedings, small claims actions, or proceedings to enforce or vacate an arbitration award.

14.6 CLASS ACTION AND REPRESENTATIVE ACTION WAIVER.

TO THE FULLEST EXTENT PERMITTED BY LAW, YOU AND THE COMPANY EACH AGREE THAT ALL CLAIMS AND DISPUTES MUST BE BROUGHT ONLY IN AN INDIVIDUAL CAPACITY, AND NOT AS A PLAINTIFF, CLASS MEMBER, OR REPRESENTATIVE IN ANY CLASS, COLLECTIVE, CONSOLIDATED, OR REPRESENTATIVE PROCEEDING.

- No Class Arbitrations: The arbitrator has no authority to consolidate claims, conduct class-wide arbitrations, or award relief to any person other than the individual claimant.

- No Representative Claims: You waive any right to bring or participate in any representative or private attorney general action under any state statute to the maximum extent permitted by law.
- Severability of Class Waiver: If any portion of this Class Action Waiver is found invalid or unenforceable as to a specific claim or remedy, that specific claim or remedy must be severed and stayed in court pending the completion of individual arbitration of all arbitrable claims.

14.7 Exceptions to Arbitration.

The only exceptions to mandatory arbitration are:

- Individual actions brought in a small claims court of competent jurisdiction within its local jurisdictional limits;
- Emergency actions brought by either party in a court of competent jurisdiction solely to obtain temporary injunctive or equitable relief to preserve the status quo or prevent irreparable harm.

SECTION 15: LIMITATION OF LIABILITY AND INDEMNIFICATION

15.1 Disclaimers.

TO THE FULLEST EXTENT PERMITTED BY LAW, THE SERVICES, PLATFORM, AND MEDICATION FACILITATION ARE PROVIDED "AS IS" AND "AS AVAILABLE" WITHOUT WARRANTIES OF ANY KIND, EXPRESS OR IMPLIED. CELL BEAUTY HEALTH DISCLAIMS ALL WARRANTIES, INCLUDING IMPLIED WARRANTIES OF MERCHANTABILITY, FITNESS FOR A PARTICULAR PURPOSE, TITLE, AND NON-INFRINGEMENT. WE DO NOT WARRANT THAT ACCESS TO THE PORTAL WILL BE SECURE, UNINTERRUPTED, OR ERROR-FREE.

15.2 Limitation of Liability.

TO THE MAXIMUM EXTENT PERMITTED BY LAW, THE ENTIRE RISK ARISING OUT OF YOUR ACCESS TO AND USE OF THE SERVICES REMAINS SOLELY WITH YOU. THE COMPANY AND ALL OTHER PROTECTED ENTITIES AND RELEASED PARTIES (INCLUDING THEIR RESPECTIVE AFFILIATES, OFFICERS, DIRECTORS, EMPLOYEES, CLINICAL AND ADMINISTRATIVE INTAKE STAFF, AGENTS, PHARMACY NETWORK PARTNERS, COMPOUNDING PHARMACIES, AND LICENSED PROVIDERS) WILL NOT BE LIABLE FOR ANY INDIRECT, INCIDENTAL, SPECIAL, CONSEQUENTIAL, EXEMPLARY, OR PUNITIVE DAMAGES, OR FOR LOST PROFITS, DATA LOSS, MEDICAL MALPRACTICE, SERVICE INTERRUPTION, OR EMOTIONAL DISTRESS ARISING OUT OF OR IN CONNECTION WITH THESE TERMS OR THE SERVICES.

THE COMPANY'S TOTAL CUMULATIVE AGGREGATE LIABILITY FOR ANY AND ALL CLAIMS UNDER ANY LEGAL THEORY (INCLUDING CONTRACT, TORT, OR STATUTE) SHALL NOT EXCEED THE TOTAL PROGRAM FEES PAID BY YOU TO CELL BEAUTY HEALTH IN THE TWELVE (12) MONTHS PRECEDING THE EVENT GIVING RISE TO THE CLAIM, OR ONE HUNDRED DOLLARS ($100), WHICHEVER IS GREATER.

15.3 Time Limit on Claims.

TO THE FULLEST EXTENT PERMITTED BY LAW, ANY LEGAL CLAIM OR ARBITRATION ARISING OUT OF OR RELATING TO THE SERVICES MUST BE FILED WITHIN ONE (1) YEAR OF THE OCCURRENCE OF THE EVENT GIVING RISE TO THE CLAIM, OR BE FOREVER BARRED.

15.4 Patient Indemnification.

You agree to indemnify, defend (with counsel acceptable to the Protected Entities), and hold harmless the Company, all other Protected Entities, and Released Parties (including their respective affiliates, officers, directors, employees, clinical and administrative intake staff, agents, contractors, successors, assigns, representatives, and compounding pharmacies) from and against any and all claims, demands, liabilities, damages, losses, costs, and expenses (including reasonable attorneys' fees and court costs) arising out of or relating to:

- Your access to or misuse of the Platform, website, app, or Services;
- Any adverse effects, complications, or injuries resulting from your use of prescribed medications or peptide therapies (except to the extent resulting from a Provider's gross negligence or willful misconduct);
- Your failure to disclose your complete and accurate medical history, current medications, allergies, or physical location;
- Your failure to attend mandatory follow-up or monthly televisits, or obtain recommended lab tests;
- Any breach by you of this Agreement or applicable laws.

SECTION 16: STATE-SPECIFIC MANDATORY HEALTHCARE NOTIFICATIONS

If you are a resident of, or receive telehealth services while physically located in, one of the following states, the corresponding statutory disclosures apply:

- CALIFORNIA RESIDENTS: You or your legal representative retain the option to withhold or withdraw consent to receive telehealth services at any time without affecting your right to receive future care or treatment. All existing medical confidentiality protections apply. Dissemination of any patient-identifiable images or information from telehealth interactions to researchers or other entities shall not occur without your explicit consent.
- FLORIDA RESIDENTS: Each Provider's clinical and office hours are variable. To access your Provider's in-office schedule, please visit your Provider's portal login page, where their standard hours of operation are posted.
- GEORGIA RESIDENTS: You have the absolute right to file a grievance or formal complaint with the Georgia Composite Medical Board concerning your treating healthcare provider, staff, office, or treatment received. Complaints should be made by calling the Board or submitting a written grievance directly to the Georgia Composite Medical Board.
- INDIANA RESIDENTS: Unless your treating clinical Provider has specifically disclosed otherwise in writing, Providers do not hold any financial interest in any information, products, or wellness services offered through Cell Beauty Health. You expressly consent to your Provider forwarding your patient-identifiable health and clinical information to Cell Beauty Health's secure administrative designee.
- KANSAS RESIDENTS: It is unlawful under Kansas law for any person who is not licensed under the Kansas Healing Arts Act to open or maintain an physical office for the practice of the healing arts within the state of Kansas.

- LOUISIANA RESIDENTS: The healthcare relationship established between you and your Cell Beauty telehealth Provider is supplemental in nature and is not intended to replace your clinical relationship with other local healthcare providers. Your primary care physician remains solely responsible for your overall, comprehensive healthcare management.
- MARYLAND RESIDENTS: We verify patient identity and restrict access to secure clinical data through the assignment and mandatory use of unique username and password combinations.
- MASSACHUSETTS RESIDENTS: A full written notice of Massachusetts patient rights is available on our website.
- OKLAHOMA RESIDENTS: You retain the option to withhold or withdraw consent from receiving telehealth services at any time. Patient access to all medical information transmitted during a telehealth interaction is guaranteed by your Provider, and copies of clinical records are available to you at standard administrative costs.

SECTION 17: GENERAL MISCELLANEOUS PROVISIONS

17.1 Governing Law.

This Agreement shall be governed, interpreted, and construed in accordance with the substantive laws of the State of Florida, without regard to conflict-of-law principles, except as otherwise required by the mandatory consumer protection laws of your state of residence.

17.2 Choice of Forum and Consent to Mandatory and Exclusive Jurisdiction in Broward County, Florida.

Subject in all respects to the mandatory individual arbitration provisions set forth in Section 14, you understand that the Company's prescribing Providers, Medical Director, clinical operations partners, and administrative staff will do everything possible to provide quality consultative care and recommendations at all times. If you are not satisfied with the care received and legal grounds exist to pursue a claim for damages in a court of law rather than arbitration (such as small claims court actions, emergency preliminary injunctive relief, or proceedings to enforce, modify, or vacate an arbitration award), you expressly agree to submit to the personal jurisdiction of the state and federal courts located in Broward County, Florida for any possible claim against the Company, its doctors, staff, clinical operations partners, or professional associations. You agree that Broward County, Florida shall be the sole and exclusive jurisdiction and venue for all claims of personal injury, negligence, or medical malpractice to the absolute exclusion of any other courts or jurisdiction(s).

17.3 Severability.

If any term or provision of this Agreement is held by an arbitrator or court of competent jurisdiction to be invalid, void, or unenforceable, that provision shall be modified to the minimum extent necessary to make it legal and enforceable while preserving the parties' original intent, and the remaining provisions of this Agreement shall remain in full force and effect.

17.4 Survival.

Any provision of this Agreement that by its nature should survive termination or expiration shall survive, including, without limitation, Section 12.5 (Refund Policies), Section 14 (Dispute Resolution),

Section 15 (Limitation of Liability and Indemnification), and Sections 17.1, 17.2, and 17.4 (Miscellaneous).

17.5 Assignment.

You may not assign or transfer this Agreement or any of your rights hereunder without our prior written consent. The Company may freely assign its rights and obligations under this Agreement in connection with a merger, acquisition, corporate restructuring, or sale of assets, upon providing written notice to your email on file.

17.6 Entire Agreement.

This Agreement, together with the Privacy Policy and any Membership Selection forms, constitutes the entire agreement between you and the Company or any of the Protected Entities regarding your use of the website, app, and Services, and supersedes all prior or contemporaneous representations, agreements, and understandings, whether written or oral, regarding such subject matter.

SECTION 19: CELL BEAUTY HEALTH PRIVACY POLICY

Effective Date: August 25, 2026

19.1 Purpose and Scope.

This Privacy Policy explains how Cell Beauty Health, its clinical operations partner My Vitality, Inc., and Medical Director Wael Tamim, MD (collectively, the "Company," "we," "us," or "our") collect, use, disclose, and otherwise process Personal Data and Sensitive Personal Information in connection with the wellness, longevity, and health-related consultative services delivered through the Cell Beauty Health website, the patient portal, Company applications, and any other associated websites or online platforms (collectively, the "Service" or "Platform"). This Privacy Policy applies to all individuals who access or use the Platform ("Users," "you," or "your"). By using the Service, you acknowledge and agree that your Personal Data will be handled in accordance with this Privacy Policy. The Service is strictly intended for adults aged 18 and over.

19.2 HIPAA Non-Covered Status Disclaimer.

THE COMPANY IS NOT A "COVERED ENTITY" OR A "BUSINESS ASSOCIATE" UNDER THE HEALTH INSURANCE PORTABILITY AND ACCOUNTABILITY ACT (HIPAA). Any health, wellness, physiological, or body composition information you share with us through the Platform or during consultative voice/video calls is not subject to HIPAA protections and is instead governed solely by this Privacy Policy and applicable U.S. state privacy laws. Note: Certain contracted independent partner Providers or Pharmacy Network partners may be "covered entities" under HIPAA, and their handling of your Protected Health Information (PHI) is disclosed in Section 7.5 and Section 19.8.

19.3 Categories of Personal Data Collected.

We collect Personal Data directly from you, automatically through your interaction with the Platform, and from trusted third-party service providers:

- Identifiers: First name, last name, email address, physical address, phone number, ZIP/postal code, account password, and unique IP address.

- Device and Technical Data: Device hardware specifications, operating system, browser type, device logs, and application diagnostic statistics.
- Location Data: General geographical data (city, state, province, country) and approximate latitude/longitude coordinates.
- Usage and Interaction Data: Page views, clicks, browsing history, portal search activity, session duration, scroll behavior, heat maps, and custom application interaction events.
- Health and Wellness Data: Clinical information voluntarily disclosed through service forms, health assessments, intake questionnaires, telephonic or video consultations, and program interactions.
- Audiovisual Information: Photographs, video recordings, or audio files uploaded by you or transmitted during remote voice/video consultations. Telehealth voice/video consultations are never recorded without your separate, explicit prior written consent.

19.4 Methods of Processing and Technical Security.

We implement industry-standard administrative, physical, and technical safeguards (including secure SSL encryption during transmission) designed to protect your Personal Data and Sensitive Personal Information against unauthorized access, disclosure, loss, misuse, or alteration. Access to your data is strictly restricted to authorized personnel who need to know such information to operate the Service and coordinate your care.

19.5 Retention of Data.

We retain each category of Personal Data for as long as is necessary to fulfill the consultative wellness purposes for which it was collected, as required to comply with clinical recordkeeping regulations under Florida law, and as needed to establish, exercise, or defend legal claims. Once the retention period expires, data is securely deleted, de-identified, or permanently anonymized.

19.6 Third-Party Sharing and Disclosures.

We share categories of Personal Data only in specific ways to facilitate your elective wellness program:

- With Partner Providers and Pharmacies: Contact details, demographic info, clinical records, and prescription data are shared with our partner clinical Providers and compounding pharmacies in the Pharmacy Network to facilitate evaluations and compound/fulfill your wellness prescriptions.
- With Service Partners: We share data with contracted business partners who perform core infrastructure services, including secure cloud hosting, customer relationship management (CRM) database management, identity authentication (e.g., Auth0), billing and payment processing, and security monitoring. These partners are bound by strict confidentiality covenants.
- We Do Not Sell or Rent Data: The Company does not share, sell, rent, or trade your identifiable Personal Information with third parties for their promotional or marketing purposes.

19.7 Managing Cookies and Targeted Advertising.

We and our advertising partners use tracking technologies ("Trackers") such as cookies and pixel tags to customize your platform experience, analyze portal traffic, and deliver interest-based advertisements.

- Opt-Out Mechanisms: You have the right to opt out of the processing of your Personal Data for targeted advertising or "sharing". You may exercise this right by:
- Utilizing the Cookie Consent Settings available on our website banner;
- Clicking the "Do Not Sell or Share My Personal Information" link in our website footer;
- Enabling the Global Privacy Control (GPC) signal on a supported web browser or extension, which we honor automatically.

19.8 Your State-Specific Privacy Rights.

If you are a resident of California or other covered states (including Colorado, Connecticut, Indiana, Maryland, Texas, and Virginia), you possess specific consumer privacy rights under applicable state laws (e.g., the CCPA/CPRA):

- Right to Know and Access: The right to request disclosure of the specific pieces and categories of Personal Information we maintain about you, the sources collected from, and the third parties shared with.
- Right to Delete: The right to request erasure of your Personal Data, subject to regulatory clinical record retention mandates.
- Right to Correct: The right to request the correction of inaccurate or incomplete records.
- Right to Limit Use of Sensitive Data: The right to restrict the processing of Sensitive Personal Information to statutory authorized purposes.

Right to Non-Discrimination: The right to exercise your privacy rights without fear of retaliatory pricing, suspension, or denial of Services. To exercise any of these rights, please submit a verifiable request to contact@cellbeautyhealth.com or call (754) 216-3572.

19.9 Children's Privacy.

The Platform and Services are intended exclusively for individuals aged 18 and over. We do not knowingly collect or maintain Personal Information from minors under 18. If we discover that we have inadvertently collected data from an individual under 18, we will take immediate steps to delete that information permanently from our servers.

SECTION 20: CELL BEAUTY HEALTH REFUND AND CANCELLATION POLICY

Effective Date: August 25, 2026

20.1 General Overview.

This Refund and Cancellation Policy outlines the strict contractual terms governing cancellation rights, membership renewals, and refund eligibility for all Program Fees, consultations, lab panels, and products facilitated through the Platform.

20.2 Appointments and Scheduling Cancellations.

· Cancellation Window: Members may cancel or reschedule active consultations or Virtual Visits at any time through the patient portal or by contacting their Member Experience Coordinator.

· Missed Appointment / Late Cancellation Fees: Missed consultations or cancellations made without sufficient advance notice are subject to a fee. In accordance with Section 12.6 of these Terms, the Company will provide you with at least three (3) business days' advance written notice before any missed appointment or late cancellation fee is charged to your payment method on file.

20.3 Strict Refund Eligibility Conditions.

All payments made on the Platform are subject to the following strict clinical processing conditions:

· Full Refund Eligibility: A full refund or administrative credit can only be issued for a service or per-visit consultation before your clinical intake forms, medical data, or wellness surveys have been submitted to a prescribing Provider for clinical review.

· Absolute No-Refund Trigger: NO REFUNDS WILL BE ISSUED ONCE YOUR MEDICAL DATA HAS BEEN REVIEWED BY A PROVIDER, A PRESCRIPTION HAS BEEN WRITTEN, A LAB PANEL HAS BEEN INTERPRETED, OR A CLINICAL WELLNESS RECOMMENDATION HAS BEEN GENERATED.

· Consent Withdrawal Limitation: If a patient chooses to withdraw their consent to treatment, telehealth, or peptide therapy after clinical review has commenced or a prescription has been sent, the patient remains fully financially responsible for the full fee, and no money will be refunded.

20.4 Prescription and Compounded Products.

· No Returns or Exchanges: Due to federal and state health safety regulations governing prescription items, all sales of prescription medications, compounded products, and clinical supplies are final. We cannot accept returns, exchanges, or issue refunds for shipped medications or compounded products under any circumstances.

20.5 Membership and Prepaid Subscription Rules.

· Voluntary Cancellation: In accordance with Section 12.4, you may cancel your Membership Agreement at any time. To prevent the auto-renewal and charging of the next cycle's Program Fee, you must provide at least fifteen (15) days' prior written notice of cancellation to contact@cellbeautyhealth.com.

· Prepaid Term Forfeiture: Program Fees paid in advance for quarterly or annual billing cycles are strictly non-refundable upon voluntary cancellation by the Member.

· Pro-Rata Exceptions: If the Company terminates this Agreement without cause, we will issue a pro-rata refund of any prepaid Program Fees attributable to the unused portion of your then-current billing cycle.

20.6 Contact and Support.

For any questions regarding billing disputes, refund requests, or subscription cancellations, please reach out directly to contact@cellbeautyhealth.com or call us at (754) 216-3572.

SECTION 21: FLORIDA PATIENT'S BILL OF RIGHTS AND RESPONSIBILITIES

In Accordance with Florida Statute Section 381.026

21.1 Overview and Purpose.

Florida law requires that your health care provider and health care facility recognize your rights while you are receiving medical care and that you respect the health care provider's or health care facility's right to expect certain behavior on the part of patients. Under Florida Statute § 381.026, the Patient's Bill of Rights and Responsibilities is established to promote the interests and well-being of patients and to foster open, honest communication between patients and clinical Providers.

21.2 Your Rights as a Patient.

As a telehealth patient receiving clinical recommendations and wellness prescriptions from Providers partnered with the Company, you have the right to:

- Individual Dignity & Respect: Be treated with courtesy and respect, with appreciation of your individual dignity, and with protection of your need for privacy during telehealth and consultative sessions.
- Prompt Responses: Receive a prompt and reasonable response to your questions, portal messages, and administrative requests.
- Provider Identification: Know the name, professional credentials, and licensing status of the clinical Provider who is evaluating your health and issuing clinical recommendations or prescriptions.
- Support Services Information: Know what patient support services are available to you, including whether translation or interpreter services are available if you do not speak English.
- Informed Consent: Be given detailed, understandable information by your Provider concerning your clinical findings, planned course of recommendations, alternatives, substantial risks, and expected outcomes.
- Right to Refuse Treatment: Refuse any clinical recommendation or prescription to the extent permitted by law, and be informed of the medical consequences of your refusal.
- Financial Disclosures & Good Faith Estimates: Receive, upon request and prior to treatment, a reasonable estimate of expected charges for your care and counseling regarding available billing options.
- Itemized Billing Explanation: Receive a copy of a clear, understandable itemized bill and, upon request, have all billing charges explained to you, regardless of payment source.
- Impartial Access to Care: Have impartial access to clinical recommendations, evaluations, and wellness products regardless of race, national origin, religion, handicap, or source of payment.
- File a Complaint: Request a copy of the full text of Florida Statute § 381.026, and file a formal written complaint with the Company's Compliance Officer or the Florida Board of Medicine if you believe your patient rights have been violated, without fear of retaliation.

21.3 Your Responsibilities as a Patient.

To ensure the safety, efficacy, and appropriate coordination of your consultative wellness program, you are responsible for:

- Accurate and Full Disclosure: Providing accurate and complete information about your present complaints, past illnesses, hospitalizations, surgeries, current medications, over-the-counter supplements, allergies, and other matters relating to your physical and mental health.
- Reporting Physical Location: Accurately reporting your physical location at the beginning of each video or telephonic consultation.
- Reporting Sudden Changes: Promptly reporting unexpected changes or adverse reactions in your health condition to your prescribing Provider.
- Acknowledging Comprehension: Informing the prescribing Provider whether you clearly understand the recommended course of action, the storage/usage instructions for your medications, and what behavior is expected of you.
- Following the Wellness Plan: Adhering to the clinical recommendations, laboratory monitoring schedules, and dosage instructions agreed upon with your Provider.
- Keeping Consultative Appointments: Attending scheduled telephonic or video consultations, and notifying the Company in advance if you must reschedule.
- Fulfilling Financial Obligations: Promptly fulfilling the financial obligations of your consultative wellness program, including subscription Program Fees and lab costs.
- Respecting Rules and Staff: Respecting the rights of other patients, and treating the Company's clinical Providers, administrative staff, and intake coordinators with dignity, courtesy, and respect, refraining from any abusive, threatening, or harassing behavior.

SECTION 22: INFORMED CONSENT FOR GLP-1, GLP-2, AND GLP-3 PEPTIDE THERAPY

Effective Date: August 25, 2026

22.1 Introduction & Therapeutic Objectives.

You have requested that the Company and its partner prescribing Providers evaluate you for and potentially prescribe or recommend glucagon-like peptide-based therapies, including but not limited to Glucagon-Like Peptide-1 (GLP-1) receptor agonists (e.g., semaglutide, tirzepatide), Glucagon-Like Peptide-2 (GLP-2) receptor agonists (e.g., teduglutide), and/or emerging Glucagon-Like Peptide-3 (GLP-3) pathway agonists (including multi-receptor agonists such as GIP/GLP-1/Glucagon dual or triple agonists) (collectively, "GLP Peptide Therapies"). These medications are prescribed to assist in metabolic optimization, weight management, glycemic support, gastrointestinal mucosal repair, and general wellness or longevity support.

22.2 FDA Regulatory Status & Compounding Disclaimer.

You explicitly understand, acknowledge, and agree that:

- Compounded Formulations: The GLP Peptide Therapies prescribed to you may be compounded formulations prepared by independent, state-licensed compounding pharmacies (503A or 503B pharmacies) rather than commercially branded, FDA-approved medications.

- No FDA Pre-Market Approval: Compounded drugs are not approved by the U.S. Food and Drug Administration (FDA) and do not undergo pre-market FDA review for safety, quality, or efficacy. Compounded medications are utilized under federal and state compounding exemptions when commercially branded equivalents are on the FDA's national drug shortage list or when a patient has a specific clinical need that cannot be met by an FDA-approved commercially available drug.
- Atypical Presentation: Compounded versions may utilize distinct salt or peptide forms (e.g., semaglutide sodium, semaglutide acetate) or different delivery mechanisms, which carry their own unique safety profiles separate from FDA-approved branded equivalents.

22.3 Mandatory Disclosure and Medical History Requirements.

Because GLP Peptide Therapies can interact dangerously with certain pre-existing medical conditions, you represent, warrant, and certify that you have fully, accurately, and truthfully disclosed your complete medical history. In particular, you must immediately inform your prescribing Provider if you have ever had, currently have, or have a family history of:

- Personal or Family History of Thyroid Cancer: Personal or family history of Medullary Thyroid Carcinoma (MTC) or Multiple Endocrine Neoplasia syndrome type 2 (MEN 2).
- Pancreatitis: A history of acute or chronic pancreatitis.
- Gastrointestinal Disorders: Severe gastrointestinal diseases, including gastroparesis (delayed stomach emptying), severe reflux (GERD), inflammatory bowel disease (IBD), or history of bowel obstruction.
- Kidney Disease: Acute or chronic renal impairment or kidney failure.
- Diabetic Retinopathy: Any history of diabetic eye disease or vision changes.
- Depression or Mental Health Conditions: A history of clinical depression, mood disorders, or suicidal thoughts or behaviors.

22.4 Absolute Contraindications.

You understand that GLP Peptide Therapies are strictly contraindicated, and you must NOT undergo treatment, if you have a personal or family history of Medullary Thyroid Carcinoma (MTC), a personal or family history of Multiple Endocrine Neoplasia syndrome type 2 (MEN 2), known active cancer, or a history of severe hypersensitivity (allergic reaction) to GLP-based medications. You represent and warrant that you do not have any of these contraindicated conditions and will notify the Company immediately if any are diagnosed.

22.5 Risk Disclosure & Known Adverse Reactions.

While your dosage will be carefully calibrated to minimize side effects, clinical outcomes cannot be guaranteed. By consenting to treatment, you explicitly acknowledge and assume the following clinical risks:

- Common Gastrointestinal Side Effects: Very common side effects include moderate-to-severe nausea, vomiting, diarrhea, constipation, abdominal bloating, gas, indigestion (dyspepsia), and fatigue. These side effects are typically dose-related and occur or worsen following dose escalations.

· Delayed Gastric Emptying & Gastroparesis: GLP-based therapies slow the rate at which your stomach empties food. This can cause a prolonged feeling of fullness, severe bloating, or in rare cases, clinical gastroparesis (stomach paralysis). If you are scheduled for any surgery or medical procedure requiring anesthesia, you must inform your surgical team that you are taking GLP Peptide Therapies, as delayed gastric emptying significantly increases the risk of pulmonary aspiration under anesthesia.

· Pancreatitis: GLP therapies carry a known risk of acute pancreatitis, which can be life-threatening. If you experience severe, persistent abdominal pain that radiates to your back (with or without vomiting), you must discontinue the medication immediately and seek emergency medical evaluation.

· Acute Gallbladder Disease: Rapid weight loss and GLP therapies can trigger gallbladder problems, including gallstones (cholelithiasis), cholecystitis (gallbladder inflammation), and jaundice (yellowing of the skin/eyes).

· Acute Kidney Injury & Dehydration: Severe nausea, vomiting, or diarrhea can lead to profound dehydration, which can cause acute kidney injury, renal failure, or worsening of pre-existing kidney dysfunction. You must maintain adequate fluid intake and immediately report persistent vomiting or inability to tolerate fluids.

· Hypoglycemia: While GLP medications rarely cause low blood sugar on their own, the risk of hypoglycemia increases significantly if you are taking other blood-sugar-lowering medications, such as insulin or sulfonylureas.

· Diabetic Retinopathy Complications: In patients with Type 2 diabetes, rapid improvements in blood glucose control can cause a temporary worsening of diabetic retinopathy (retinal eye damage).

· Suicidal Ideation & Mood Changes: Some patients have reported new or worsening clinical depression, mood swings, or suicidal thoughts or behaviors.

· Acceleration of Neoplastic Growth (GLP-2 Specific Risk): If you are prescribed a GLP-2 receptor agonist (e.g., teduglutide), you acknowledge that GLP-2 stimulates intestinal mucosal growth and carries a theoretical risk of accelerating neoplastic growth (causing pre-existing benign polyps or hidden malignancies in the colon or gastrointestinal tract to grow). Regular colonoscopy screenings may be required by your local physician prior to and during therapy.

22.6 Patient Responsibilities & Compliance Duties.

By consenting to receive GLP Peptide Therapies through the Platform, you agree to strictly adhere to the following safety and compliance protocols:

· 1. Dosing Instructions: You will take the medication strictly at the dosage and frequency prescribed by the prescribing Provider. You will never self-adjust, increase, or decrease your dose unilaterally without the express direction of a licensed clinician.

· 2. No Double Dosing: If you wish to catch up after a missed dose, you will follow the specific instructions provided or contact support, and you will never take a double dose to make up for a missed one.

· 3. Correct Administration: If utilizing injectable formulations, you certify that you have received, read, and understand the secure injection instructions, will use sterile needles and

sterile technique for every injection, and will safely discard all sharps in accordance with local regulations.

- 4. Clinical Monitoring and televisits: You agree to participate in mandatory periodic telehealth or telephonic monitoring televisits as directed by the prescribing Provider. You acknowledge that your prescription will not be refilled or extended if you fail to attend required follow-up consultations or submit requested laboratory panels.

- 5. Emergency Reporting: If you experience any severe side effects—including persistent vomiting, severe abdominal pain, chest pain, irregular heartbeats, severe dizziness, or a severe allergic reaction (swelling of the face, lips, tongue, or throat, or difficulty breathing)—you will immediately contact local emergency services (911) or go to the nearest emergency room. You agree never to wait for or rely on a response from the Company or its consultative Providers during a medical crisis.

SECTION 18: PATIENT AND CLINICIAN SIGNATURES AND AFFIRMATIONS

By signing below, you certify under penalty of perjury that:

- 1. You have read this entire Agreement carefully, understand it fully, and agree voluntarily to all of its terms, including the Privacy Policy (Section 19), Refund and Cancellation Policy (Section 20), the Florida Patient's Bill of Rights and Responsibilities (Section 21), and the Informed Consent for GLP-1, GLP-2, and GLP-3 Peptide Therapy (Section 22);

- 2. You have been given the opportunity to ask questions, and all questions have been answered to your complete satisfaction;

- 3. You represent and warrant that you are at least 18 years of age and that, unless stated otherwise in writing or indicated during registration, you are physically located in the State of Florida during all telehealth sessions and interactions;

- 4. You acknowledge that Cell Beauty Health operates strictly on a self-pay basis and that you are solely financially responsible for all charges;

- 5. If executing this Agreement electronically, you acknowledge and agree that your electronic signature has the same legal validity and binding effect as a handwritten signature;

- 6. You acknowledge and agree that no formal physician-patient or clinical professional-patient relationship is established at any level between you and the Company (including My Vitality, Inc., Wael Tamim, MD, any administrative and intake staff, and any prescribing clinical Providers), that all telehealth consultations are strictly consultative (conducted via phone or video), and that your local physician remains solely and exclusively responsible for your ongoing medical care, treatment, and monitoring.

DO NOT SIGN THIS FORM UNLESS YOU HAVE READ IT AND FEEL THAT YOU UNDERSTAND IT. PEPTIDE THERAPY AND MEMBERSHIP ARE OPTIONAL.