

# DTxFIM

## APPLY TERMS OF USE & PRIVACY POLICY

### Comprehensive Participant Agreement

Effective Date: September 28, 2026

Last Updated: September 28, 2026

#### IMPORTANT — PLEASE READ BEFORE ACCEPTING

These Terms govern your application for, enrollment in, access to, and use of DTxFIM-supported programs and digital services. They include important provisions concerning privacy, electronic communications, SMS/text messages, health information, user-submitted content, disclaimers, limitation of liability, binding arbitration, and a class-action waiver. By checking an acceptance box, signing electronically, creating an account, submitting an application, or using the Services, you acknowledge that you have read, understand, and agree to be bound by this Agreement.

*Food is Medicine infrastructure • engagement • program operations • outcomes*

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## DTxFIM Apply Terms of Use & Privacy Policy

**Effective Date:** September 28, 2026 | **Last Updated:** September 28, 2026

Welcome to DTxFIM, a digital Food is Medicine infrastructure platform designed to support nutrition, wellness, program engagement, benefit administration, behavior change, care coordination, and measurable health-related outcomes (“DTxFIM,” “we,” “us,” or “our”). These DTxFIM Apply Terms of Use & Privacy Policy (the “Agreement”) apply to your application for, enrollment in, access to, and use of DTxFIM websites, applications, software, communication tools, program portals, benefit-support tools, content, surveys, reporting tools, and related services (collectively, the “Platform” or “Services”).

### ACCEPTANCE

BY CHECKING “I AGREE,” SIGNING OR ACCEPTING ELECTRONICALLY, SUBMITTING AN APPLICATION, CREATING AN ACCOUNT, OR ACCESSING OR USING THE PLATFORM OR SERVICES, YOU CONFIRM THAT YOU HAVE READ, UNDERSTAND, AND AGREE TO BE LEGALLY BOUND BY THIS AGREEMENT. IF YOU DO NOT AGREE, DO NOT SUBMIT AN APPLICATION OR USE THE PLATFORM OR SERVICES.

## 1. Scope of Agreement and Acceptance

This Agreement governs the relationship between you and DTxFIM with respect to the Platform and Services. A Food is Medicine program may also be sponsored, funded, administered, or supported by a nonprofit organization, health plan, employer, provider, food bank, retailer, government entity, donor, or other program partner (“Program Sponsor”). Additional program-specific notices, eligibility rules, benefit terms, privacy notices, consent forms, or provider documents may apply.

- If a program-specific term conflicts with this Agreement, the more specific term governs for that program to the extent of the conflict.
- If DTxFIM acts as a HIPAA Business Associate for a covered entity, the applicable Business Associate Agreement and HIPAA requirements govern PHI to the extent required by law.
- Separate consents or authorizations may be required for sensitive data, marketing, testimonials, media use, research, or other activities. Acceptance of this Agreement does not replace a separate consent where applicable law requires one.

| Term                                     | Meaning                                                                                                                                                                                               |
|------------------------------------------|-------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------|
| “Platform”                               | DTxFIM’s websites, applications, software, portals, digital systems, communication tools, and related technology.                                                                                     |
| “Services”                               | Non-clinical technology, education, engagement, program administration, benefit support, data tracking, care coordination support, analytics, reporting, and wellness services.                       |
| “Clinical Services”                      | Medical diagnosis, treatment, medication management, medical orders, prescriptions, or other professional clinical care provided by an independent licensed healthcare professional or medical group. |
| “Personal Information” / “Personal Data” | Information that identifies, relates to, describes, is reasonably capable of being associated with, or can reasonably be linked to an individual or household, as defined by applicable law.          |
| “PHI”                                    | Protected Health Information governed by HIPAA when held or transmitted by a HIPAA covered entity or business associate in a context subject to HIPAA.                                                |
| “Sensitive Data”                         | Personal information treated as sensitive under applicable law, which may include certain health data, precise geolocation, biometric data, government identifiers, or other protected categories.    |
| “Program Communications”                 | Operational, administrative, engagement, support, benefit, survey, reminder, and service communications relating to your application, enrollment, account, benefits, or participation.                |

|                                   |                                                                                                                                                                                                                                          |
|-----------------------------------|------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------|
| <b>“Marketing Communications”</b> | Communications whose primary purpose is to advertise or promote products or services, excluding communications that applicable law treats as transactional, relationship, treatment, health care operations, or otherwise non-marketing. |
| <b>“User Content”</b>             | Information, text, survey responses, ratings, photographs, images, meal logs, stories, feedback, or other materials you voluntarily submit through the Services.                                                                         |

## 2. Key Definitions

## 3. Eligibility and Authority to Agree

To apply for or use the Platform, you must:

- Be at least 18 years old, unless a specific DTxFIM service expressly provides a legally compliant process for a parent, guardian, or authorized representative.
- Reside in the United States in a jurisdiction where the applicable Services are offered.
- Have legal capacity to enter into this Agreement.
- Provide accurate and current information and have authority to provide information about any household member or other person whose information you submit.

The general DTxFIM Platform is not directed to minors. A household benefit may support food purchases for children or other dependents, but the account holder, applicant, and communication recipient should be an eligible adult unless otherwise expressly authorized.

## 4. DTxFIM’s Role; Not a Medical Provider

### NO MEDICAL CARE OR MEDICAL ADVICE

DTxFIM does not diagnose, treat, prescribe, practice medicine, or provide emergency or clinical care. DTxFIM provides technology, engagement tools, educational content, program administration, and care-coordination support.

Clinical Services, if available in connection with a program, are provided only by independent licensed healthcare professionals or medical groups (“Medical Providers”). Medical Providers are separate legal entities and are solely responsible for their clinical decisions, services, documentation, and professional obligations.

- Do not disregard or delay seeking professional medical advice because of information provided through the Platform.
- If you believe you are experiencing a medical emergency, call 911 or seek emergency care immediately.
- Medical Providers may provide a separate Notice of Privacy Practices describing their use and disclosure of PHI.

## 5. Food is Medicine Programs and Benefit Cards

DTxFIM may support programs that provide food benefits, produce prescriptions, medically tailored food support, nutrition incentives, meal benefits, retail spending benefits, or other Food is Medicine services. Program eligibility, benefit amounts, duration, eligible items, participating retailers, funding availability, and other conditions are determined by the applicable Program Sponsor, benefit administrator, retailer network, funding source, or program rules.

- Benefits are not cash, wages, insurance proceeds, or a guarantee of future eligibility unless expressly stated.
- Benefit cards or payment credentials may be issued or processed by independent third parties. DTxFIM may not control card authorization, retailer acceptance, settlement, outages, reversals, or merchant classification.
- You must use benefits only for permitted purposes and eligible items under the applicable program.
- Benefits may expire, be suspended, or change according to program rules, funding, eligibility, or law.
- Do not send full card numbers, PINs, financial account numbers, Social Security numbers, medical records, or similar sensitive information by ordinary email or SMS/text.

## 6. Applications, Enrollment, Accounts, and Accurate Information

You agree to provide truthful, complete, and accurate application and account information and to update material changes when requested. Submitting an application does not guarantee enrollment, approval, continued eligibility, a particular benefit amount, or benefit availability.

- We may verify information directly or through Program Sponsors and service providers as permitted by law.
- We may request additional information reasonably necessary to determine eligibility, prevent fraud, administer benefits, or support program reporting.
- You are responsible for maintaining the confidentiality of your account credentials and for activity occurring through your account, except to the extent caused by DTxFIM.
- Notify us promptly at support@dtxfim.com if you believe your account or contact information has been compromised.

## 7. Electronic Communications and E-Sign Consent

You consent to receive agreements, notices, disclosures, records, application updates, program notices, and other communications electronically, including by email, through the Platform, and where separately authorized, by SMS/text. You agree that electronic records and electronic acceptance satisfy any legal requirement that such communications be in writing, to the extent permitted by applicable law.

- You are responsible for maintaining a current email address and telephone number.
- You may withdraw consent to electronic delivery where permitted by law by contacting support@dtxfim.com; withdrawal may affect your ability to use certain digital Services.
- You may print or save copies of electronic records for your files.

## 8. SMS/Text Message Terms and Consent

If you provide a mobile telephone number and affirmatively consent to SMS/text communications, DTxFIM and authorized service providers may send Program Communications to that number, including application updates, card activation information, reminders, surveys, support messages, benefit-use questions, and other program-related messages. Where permitted and separately authorized, automated technology may be used to send messages.

- Message frequency varies by program and participation. Some programs may communicate approximately once every two weeks or at another frequency disclosed during enrollment.
- Message and data rates may apply depending on your mobile plan.
- Reply STOP, QUIT, END, CANCEL, UNSUBSCRIBE, or OPT OUT to a message to request that SMS/text messages stop. Other reasonable language clearly expressing a desire to stop may also be honored.
- Reply HELP for help when supported, or contact support@dtxfim.com.
- After an opt-out request, you may receive a single confirmation message and other messages only as permitted by law.
- Consent to receive marketing texts, if any are offered, is separate and is not a condition of receiving Services or participating in a program unless the communication is reasonably necessary to administer the program.
- Do not send full card numbers, PINs, financial information, Social Security numbers, medical records, or other sensitive personal information by SMS/text.

If a program uses one-way texting that does not support replies, the applicable message or enrollment notice will provide a reasonable alternative method to opt out.

## 9. Email and Program Communications

DTxFIM may send Program Communications by email, including application status, enrollment information, benefit updates, educational content, surveys, recipes, program reminders, support messages, and requests for feedback. Program Communications may be operational or relationship communications rather than marketing.

- Marketing emails, if sent, will include an appropriate opt-out or unsubscribe mechanism as required by applicable law.
- You may unsubscribe from marketing emails without necessarily ending operational Program Communications that are reasonably necessary to administer your account or benefits.

- Email is not a secure channel for highly sensitive information. Do not send card numbers, PINs, medical records, government identifiers, or financial account information by ordinary email.

## 10. User-Submitted Content, Photos, Surveys, and Testimonials

You may voluntarily provide User Content, including survey responses, descriptions of foods purchased, meal information, feedback, ratings, stories, and photographs. You represent that you have the right to submit the content and that it does not infringe another person's rights.

### Private program-evaluation submissions

If we ask you to share a shopping-cart photo, grocery-bag photo, meal photo, or similar image for program evaluation, please remove or cover receipts, card numbers, addresses, faces, license plates, and other personal or identifying information before submitting it.

Unless you separately authorize public use, identifiable User Content submitted for program evaluation will not be treated as a blanket publicity release. DTxFIM may use such content as reasonably necessary to administer the program, respond to you, evaluate outcomes, improve Services, and prepare internal or appropriately de-identified reporting.

### Testimonials, publicity, and promotional use

DTxFIM may request a separate testimonial, photograph, media, publicity, or marketing authorization before publicly using your name, image, likeness, identifiable story, or other identifiable User Content for promotional purposes. Where a separate authorization is required by law, acceptance of these Terms alone is not that authorization.

## 11. Privacy Policy — Information We Collect

Depending on the Services and program, we may collect the following categories of information:

- Identifiers and contact information, such as name, date of birth, email address, telephone number, mailing address, and account identifiers.
- Application and eligibility information, including household information and program qualification information.
- Account credentials and authentication information.
- Health, wellness, nutrition, food-access, behavioral, and program information you provide or that is lawfully provided to us.
- Survey responses, meal logs, preferences, recipes viewed, benefit-use information, engagement data, and usage patterns.
- Communications with support, Program Sponsors, or DTxFIM.
- Device, browser, IP address, operating-system, log, security, and Platform usage information.
- Approximate or precise location information when enabled and permitted.
- Payment or transaction information provided by processors or benefit administrators; DTxFIM does not intentionally store full consumer payment-card numbers unless expressly stated.
- User Content, including photographs or stories you choose to submit.
- Information reasonably derived from the above categories, including analytics, program metrics, risk or fraud indicators, and personalization signals.

## 12. How We Collect Information

We may collect Personal Information:

- Directly from you when you apply, enroll, communicate with us, complete a survey, use the Platform, or submit User Content.
- From Program Sponsors, Medical Providers, health plans, employers, benefit programs, food banks, retailers, card administrators, payment processors, and other authorized partners.
- Automatically through cookies, software development kits (SDKs), logs, pixels, local storage, device identifiers, and similar technologies.
- From service providers that help us operate, secure, analyze, communicate through, or improve the Platform.
- From public or commercially available sources where permitted by law.

## 13. How We Use Information

We may use Personal Information as reasonably necessary and permitted by law to:

- Review applications, determine or support eligibility, onboard participants, administer programs, and deliver Services.
- Issue, activate, support, monitor, or troubleshoot food-benefit cards or related benefits.
- Provide customer support and respond to questions.
- Send Program Communications, reminders, surveys, educational content, and benefit-related information.
- Coordinate with Program Sponsors, Medical Providers, health plans, retailers, and service partners.
- Conduct analytics, research, reporting, quality improvement, program evaluation, and outcomes measurement.
- Personalize content, recipes, reminders, recommendations, and user experience.
- Develop, test, secure, maintain, and improve the Platform and Services.
- Prevent fraud, abuse, security incidents, and misuse.
- Comply with law, legal process, contractual obligations, audits, and regulatory requirements.
- Send marketing communications where permitted and, when required, after obtaining appropriate consent or authorization.
- Create de-identified, aggregated, statistical, analytical, or derived data as described below.

## 14. Health Information, Sensitive Data, and HIPAA

### HIPAA status

DTxFIM is not automatically a HIPAA covered entity merely because the Platform handles health-related information. HIPAA applies to DTxFIM when and to the extent DTxFIM acts as a Business Associate or otherwise performs a function subject to HIPAA. In those circumstances, PHI is handled in accordance with HIPAA, the applicable Business Associate Agreement, and the applicable Medical Provider or health plan Notice of Privacy Practices.

- PHI will not be used or disclosed for marketing in a manner prohibited by HIPAA.
- A separate HIPAA authorization may be requested when required by law.
- Where the HIPAA rules require use or disclosure to be limited to the minimum necessary, DTxFIM will apply applicable requirements.

### Sensitive data

Certain non-HIPAA health information or other Personal Information may be considered Sensitive Data under state privacy laws. Where applicable law requires consent for processing Sensitive Data, DTxFIM will obtain a separate, freely given, informed, and unambiguous consent rather than relying solely on acceptance of broad Terms.

- You may be able to withdraw a sensitive-data consent as provided by applicable law, subject to legal and operational limitations.
- DTxFIM does not sell PHI or mobile-message opt-in information.
- DTxFIM does not use PHI for targeted advertising unless expressly permitted by law and supported by any required authorization.

## 15. Cookies, Analytics, Advertising, and Tracking Technologies

We and our service providers may use cookies, pixels, SDKs, web beacons, local storage, device identifiers, and similar technologies for login, security, fraud prevention, performance, analytics, user experience, attribution, and, where permitted, advertising or retargeting.

Tools used may include, as applicable, services such as:

- Google Analytics or similar services for usage measurement.
- Freshpaint, Mixpanel, or similar services for event tracking, product analytics, and behavior insights.
- Meta/Facebook/Instagram tools or similar services for permitted attribution or advertising.
- Google Ads or similar services for permitted audience management or remarketing.
- Stripe or other payment and fraud-prevention processors where payment services are used.

DTxFIM does not intentionally configure advertising technologies to use PHI for targeted advertising. You may be able to limit certain tracking through browser, device, cookie, or privacy settings. Some Platform functions may be affected if technologies are disabled.

## 16. How We Share Information

We may disclose Personal Information as reasonably necessary and permitted by law:

- To Medical Providers to support treatment, care coordination, or other permitted activities.
- To Program Sponsors, benefit administrators, retailers, health plans, employers, food banks, or other program partners as necessary to administer the applicable program.
- To service providers, processors, contractors, and vendors operating under contractual or confidentiality obligations.
- To payment, card, identity, fraud-prevention, messaging, hosting, analytics, security, and technology providers.
- To comply with law, court orders, subpoenas, government requests, audits, or regulatory obligations.
- To protect the rights, safety, security, or property of DTxFIM, users, partners, or others.
- In connection with a merger, financing, acquisition, reorganization, bankruptcy, sale of assets, or other corporate transaction, subject to applicable law.
- With your direction, consent, or authorization.

DTxFIM does not:

- Sell Personal Information as defined by applicable law, unless a future practice is clearly disclosed and any required rights or consents are provided.
- Sell or share mobile text messaging opt-in data or consent information for third-party marketing.
- Permit a service provider to use PHI for the provider's own independent marketing when prohibited by HIPAA or contract.

## 17. De-Identified, Aggregated, Analytical, and Derived Data

DTxFIM may create de-identified, aggregated, statistical, analytical, derivative, or generated data from information collected through the Services. To the extent such data is not Personal Information under applicable law, DTxFIM may use and disclose it for lawful business purposes, including program evaluation, benchmarking, analytics, research, product improvement, funding or donation reporting, outcomes analysis, and development of Food is Medicine programs.

Where required by law, DTxFIM will maintain reasonable measures designed to prevent de-identified data from being associated with an identifiable individual and will not attempt to re-identify data except as permitted for testing, security, or compliance.

For identifiable User Content and Personal Information, you grant DTxFIM a non-exclusive, worldwide, royalty-free license to host, store, reproduce, process, analyze, adapt, and use the content only as reasonably necessary to provide, secure, improve, evaluate, and support the Services and programs, and as otherwise disclosed in this Agreement or separately authorized by you. Public promotional use of identifiable photos, likenesses, or testimonials is subject to Section 10.

## 18. Your Privacy Choices and Consumer Rights

Depending on where you live and which laws apply, you may have rights to:

- Know or confirm whether DTxFIM processes your Personal Information.
- Access or obtain a copy of certain Personal Information.
- Correct inaccuracies.
- Delete certain Personal Information.
- Obtain portable data where applicable.
- Opt out of targeted advertising, sale of Personal Information, or certain profiling where applicable.
- Withdraw certain consents where permitted.
- Appeal certain privacy-request decisions where required by law.

- Exercise privacy rights without unlawful discrimination or retaliation.

To submit a privacy request, email [privacy@dtxfim.com](mailto:privacy@dtxfim.com). We may take reasonable steps to verify your identity and authority before acting on a request. We will respond within the timeframe required by applicable law. If we deny a request and applicable law provides an appeal right, our response will explain how to appeal.

Communication choices:

- Marketing email: use the unsubscribe link in the message or contact us.
- SMS/text: reply STOP or use another reasonable opt-out method as described in Section 8.
- Cookies/tracking: use available browser, device, cookie, or privacy controls.

## 19. Data Retention, Deletion, and Account Closure

We retain Personal Information for as long as reasonably necessary for the purposes described in this Agreement, to administer a program, provide Services, comply with legal or contractual obligations, resolve disputes, maintain security, conduct audits, prevent fraud, and enforce agreements. Retention periods may vary by data type, program, partner requirements, funding requirements, and law.

- You may request account deletion by contacting [privacy@dtxfim.com](mailto:privacy@dtxfim.com).
- Deletion is subject to legal, regulatory, contractual, backup, security, fraud-prevention, and record-retention obligations.
- De-identified or aggregated data may be retained after account closure to the extent permitted by law.

## 20. Information Security

DTxFIM uses administrative, technical, and physical safeguards designed to protect Personal Information and, where applicable, PHI. Safeguards may include access controls, authentication, encryption, logging, vendor controls, security monitoring, and incident-response procedures appropriate to the nature of the information and Services.

### SECURITY LIMITATION

No electronic system, transmission method, or storage environment can be guaranteed to be completely secure. You should protect your account credentials and avoid transmitting highly sensitive information through ordinary email or SMS/text.

## 21. Artificial Intelligence, Automation, and Personalization

DTxFIM may use machine learning, artificial intelligence, rules-based automation, and analytics to support personalization, engagement, content recommendations, fraud prevention, program operations, quality improvement, and product development.

- AI-enabled features are not a substitute for professional medical judgment and do not independently diagnose or treat medical conditions.
- DTxFIM may use de-identified or aggregated data to develop and improve analytical models and technology.
- Identifiable Personal Information will be used for AI or model-related purposes only as disclosed, permitted by law, contractually authorized, or separately consented to where required.
- Where applicable law provides rights relating to profiling or automated decisions producing legal or similarly significant effects, DTxFIM will provide required notices and rights.

## 22. Third-Party Services, Retailers, Providers, and Links

The Platform may connect to, rely on, or link to third-party services, including Medical Providers, Program Sponsors, card processors, payment processors, retailers, delivery services, benefits administrators, health plans, employers, food banks, and other partners. Third parties may have their own terms and privacy notices.

- DTxFIM is not responsible for a third party's independent services, availability, products, acts, omissions, privacy practices, or security except as required by law or contract.
- Retail product availability, prices, eligible items, store participation, and transaction authorization may change without notice.
- Links to third-party resources are provided for convenience and do not necessarily constitute endorsement.

## 23. Intellectual Property and Platform License

The Platform, software, interfaces, designs, logos, trademarks, text, graphics, workflows, databases, and other DTxFIM materials are owned by or licensed to DTxFIM and are protected by intellectual-property laws.

Subject to your compliance with this Agreement, DTxFIM grants you a limited, revocable, non-exclusive, non-transferable, non-sublicensable license to access and use the Platform for your personal, lawful participation in the applicable Services.

- You may not copy, sell, license, reverse engineer, scrape, bypass security, create derivative works from, or commercially exploit the Platform except as expressly permitted by law or written agreement.
- DTxFIM and related marks may not be used without permission.

## 24. User Responsibilities and Prohibited Conduct

You agree not to:

- Use the Platform for unlawful, fraudulent, abusive, deceptive, or unauthorized purposes.
- Provide false eligibility information, impersonate another person, or misuse benefits.
- Attempt to access another user's account or data.
- Transmit malware, harmful code, automated attacks, or content designed to interfere with the Platform.
- Reverse engineer, circumvent, disrupt, overload, or probe Platform security except as authorized by law.
- Upload content that is unlawful, infringing, threatening, defamatory, discriminatory, sexually explicit, malicious, or otherwise harmful.
- Submit information about another person without appropriate authority.
- Use the Platform to obtain or distribute card numbers, passwords, medical records, or other sensitive information without authorization.

## 25. Nutrition, Recipes, Allergies, and Educational Content

Recipes, nutrition information, grocery suggestions, wellness content, meal ideas, educational materials, and other non-clinical content are provided for general informational and educational purposes. They are not individualized medical advice unless expressly provided by a qualified Medical Provider acting within a professional relationship.

- Ingredient, allergen, nutrition, and product information may change and may contain errors.
- You are responsible for checking product labels, ingredient lists, allergy warnings, dietary restrictions, and food-safety guidance.
- If you have a medical condition, food allergy, dietary restriction, medication interaction concern, or other health issue, consult an appropriate healthcare professional.

## 26. Program Changes, Suspension, and Termination

DTxFIM or the applicable Program Sponsor may modify, suspend, restrict, or discontinue all or part of a program or Service, including because of funding, eligibility, operational, retailer, regulatory, technical, security, or contractual changes.

- DTxFIM may suspend or terminate access if you violate this Agreement, misuse benefits, create security risk, engage in fraud, or if continued access is no longer permitted or supported.
- You may stop using the Platform at any time and may request account closure as described in Section 19.
- Sections that by their nature should survive termination — including privacy, intellectual property, disclaimers, liability limits, indemnification, dispute resolution, and general legal terms — will survive to the extent permitted by law.

## 27. Disclaimers of Warranties

### DISCLAIMER

TO THE MAXIMUM EXTENT PERMITTED BY LAW, THE PLATFORM AND SERVICES ARE PROVIDED “AS IS” AND “AS AVAILABLE.” DTxFIM DISCLAIMS ALL WARRANTIES, EXPRESS OR IMPLIED, INCLUDING IMPLIED WARRANTIES OF MERCHANTABILITY, FITNESS FOR A PARTICULAR PURPOSE, TITLE, NON-INFRINGEMENT, AND ACCURACY.

DTxFIM does not warrant that the Platform will be uninterrupted, error-free, secure, or available at all times; that any particular retailer, provider, benefit, food item, or program will remain available; or that participation will produce any specific health, financial, clinical, behavioral, or other outcome.

DTxFIM DOES NOT GUARANTEE ANY HEALTH OUTCOME, CHANGE, OR IMPROVEMENT.

## 28. Limitation of Liability

TO THE MAXIMUM EXTENT PERMITTED BY LAW, DTxFIM AND ITS AFFILIATES, OFFICERS, DIRECTORS, EMPLOYEES, CONTRACTORS, LICENSORS, AND SERVICE PROVIDERS WILL NOT BE LIABLE FOR INDIRECT, SPECIAL, INCIDENTAL, CONSEQUENTIAL, EXEMPLARY, OR PUNITIVE DAMAGES, OR FOR LOST PROFITS, LOST DATA, LOSS OF GOODWILL, OR BUSINESS INTERRUPTION, ARISING OUT OF OR RELATING TO THE PLATFORM, SERVICES, OR THIS AGREEMENT, EVEN IF ADVISED OF THE POSSIBILITY OF SUCH DAMAGES.

TO THE MAXIMUM EXTENT PERMITTED BY LAW, DTxFIM'S TOTAL AGGREGATE LIABILITY ARISING OUT OF OR RELATING TO THE PLATFORM, SERVICES, OR THIS AGREEMENT WILL NOT EXCEED THE AMOUNT YOU PAID DIRECTLY TO DTxFIM FOR THE SERVICES DURING THE 12 MONTHS PRECEDING THE EVENT GIVING RISE TO THE CLAIM.

Some jurisdictions do not allow certain exclusions or limitations, so some of the above may not apply to you. Medical Providers remain solely responsible for Clinical Services they provide.

## 29. Indemnification

To the extent permitted by law, you agree to defend, indemnify, and hold harmless DTxFIM and its affiliates, officers, directors, employees, contractors, licensors, and partners from claims, liabilities, losses, damages, judgments, awards, penalties, costs, and reasonable attorneys' fees arising out of or related to:

- Your unlawful or unauthorized use of the Platform or Services.
- Your material breach of this Agreement.
- Your fraud, misconduct, or misuse of program benefits.
- User Content you submit in violation of another person's rights.
- Your disclosure of information through channels you choose to use contrary to the security instructions in this Agreement.

This section does not require you to indemnify a party for liability that cannot lawfully be shifted to you.

## 30. Governing Law, Arbitration, and Class-Action Waiver

### PLEASE READ THIS SECTION CAREFULLY

This section affects your legal rights. Except for matters that applicable law does not permit to be arbitrated, disputes are to be resolved by binding individual arbitration rather than in court, and class or representative proceedings are waived.

### 30.1 Governing law

This Agreement is governed by the laws of the State of Texas, without regard to conflict-of-laws principles, except to the extent federal law applies.

### 30.2 Informal resolution

Before commencing arbitration, the complaining party should provide written notice describing the dispute and requested relief to the other party and allow a reasonable opportunity to attempt informal resolution, unless immediate relief is necessary or prohibited by law.

### 30.3 Binding arbitration

Except for disputes that applicable law permits to proceed in small-claims court or that cannot lawfully be subjected to arbitration, any dispute, claim, or controversy arising out of or relating to this Agreement, the Platform, or the Services will be resolved by binding arbitration administered by the American Arbitration Association (“AAA”) under its applicable rules.

### 30.4 Individual proceedings only

YOU AND DTxFIM AGREE THAT EACH MAY BRING CLAIMS ONLY IN AN INDIVIDUAL CAPACITY AND NOT AS A PLAINTIFF, CLASS MEMBER, OR REPRESENTATIVE IN A CLASS, COLLECTIVE, CONSOLIDATED, PRIVATE-ATTORNEY-GENERAL, OR REPRESENTATIVE ACTION, TO THE MAXIMUM EXTENT PERMITTED BY LAW.

### 30.5 Court proceedings

If a dispute is determined not to be subject to arbitration, the parties consent to the exclusive jurisdiction and venue of state or federal courts located in Texas, subject to any mandatory law providing otherwise.

## 31. Changes to This Agreement

DTxFIM may update this Agreement from time to time. We will post or otherwise provide the updated version and revise the “Last Updated” date. If a change is material and applicable law requires additional notice or consent, we will provide that notice or obtain consent as required.

Your continued use of the Platform after an updated Agreement becomes effective constitutes acceptance to the extent permitted by law. A change to these Terms does not replace a separate consent or authorization where applicable law requires one.

## 32. General Legal Terms

### 32.1 Entire agreement

This Agreement, together with any incorporated program-specific terms, consents, notices, and policies, constitutes the agreement between you and DTxFIM concerning the subject matter addressed here and supersedes prior terms concerning the same subject matter, except where a separate signed agreement expressly controls.

### 32.2 Severability

If any provision is held invalid or unenforceable, the remaining provisions remain in effect to the fullest extent permitted by law, and the invalid provision will be enforced to the maximum lawful extent.

### 32.3 No waiver

A failure to enforce any provision is not a waiver of that provision or any other right.

### 32.4 Assignment

You may not assign this Agreement without DTxFIM's prior written consent. DTxFIM may assign this Agreement in connection with a merger, acquisition, financing, reorganization, sale of assets, or transfer of the Services, subject to applicable law.

### 32.5 Force majeure

DTxFIM is not responsible for delay or failure caused by events beyond its reasonable control, including natural disasters, acts of government, labor disputes, telecommunications failures, cyber incidents, utility failures, supplier disruptions, or other force-majeure events, except where liability cannot be excluded by law.

### 32.6 Headings

Headings are for convenience only and do not limit the meaning of a provision.

## 33. Contact Information

|              |             |
|--------------|-------------|
| Organization | DTxFIM, LLC |
|--------------|-------------|

|               |                                                                                          |
|---------------|------------------------------------------------------------------------------------------|
| Privacy       | privacy@dtxfim.com                                                                       |
| Support       | support@dtxfim.com                                                                       |
| Legal / Terms | Use the Privacy or Support address and identify the request as a legal or Terms inquiry. |

### 34. Final Acceptance Acknowledgment

**FINAL ACCEPTANCE**

BY CHECKING “I AGREE,” SIGNING OR ACCEPTING ELECTRONICALLY, SUBMITTING AN APPLICATION, CREATING AN ACCOUNT, OR USING THE PLATFORM OR SERVICES, YOU CONFIRM THAT YOU HAVE READ, UNDERSTAND, AND AGREE TO THIS AGREEMENT, INCLUDING THE ELECTRONIC COMMUNICATIONS, PRIVACY, SMS/TEXT, ARBITRATION, AND CLASS-ACTION-WAIVER PROVISIONS.

Where a separate consent or authorization is required by law — including certain sensitive-data processing, marketing, HIPAA authorizations, testimonials, or publicity releases — DTxFIM will request that consent or authorization separately.

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