

DTxFIM™ Terms & Conditions

Last Modified: November 7, 2025

IF THIS IS A MEDICAL EMERGENCY OR CRISIS SITUATION, DIAL 9-1-1 IMMEDIATELY.

These Terms & Conditions (“**Terms**”) govern your access to and use of DTxFIM, LLC’s (“**DTxFIM**,” “**we**,” “**us**,” or “**our**”) digital therapeutic platform for food-as-medicine and related non-clinical services, including:

- The DTxFIM websites (each, a “**Website**”);
- The DTxFIM mobile application (the “**App**”);
- Any products made available through the Website or App (“**Products**”); and
- The non-clinical services made available through the Website/App (collectively, the “**Services**”).

The Website, App, Products, and Services are referred to collectively as the “**Platform**.”

DTxFIM may facilitate your access to **independent** professional entities and licensed clinicians (each a “**Medical Group**” and its “**Providers**”) that deliver **telehealth clinical consultations, services, and/or treatment** through the Platform (collectively, “**Clinical Services**”). DTxFIM **is not** a medical group and **does not** provide medical care.

By clicking “**Accept**,” creating an account, or using the Platform, you acknowledge that you have read, understand, and agree to be bound by these Terms, our **Privacy Policy**, and the **Notice of Privacy Practices** provided by any Medical Group/Provider from whom you receive Clinical Services. If you do not agree, do not use the Platform.

1) Binding Arbitration & Class Action Waiver

TO THE FULLEST EXTENT PERMITTED BY LAW, **ANY DISPUTE** ARISING OUT OF OR RELATING TO THESE TERMS OR YOUR USE OF THE PLATFORM **WILL BE RESOLVED BY BINDING ARBITRATION** ON AN INDIVIDUAL BASIS. **YOU WAIVE THE RIGHT TO A JURY TRIAL AND TO PARTICIPATE IN A CLASS ACTION.**

See **Section 24 (Dispute Resolution; Arbitration)** for details.

2) Services Provided – No Clinical Care or Advice by DTxFIM

DTxFIM is a **technology and non-clinical support company**. DTxFIM does **not** practice medicine, provide medical advice, or control clinical judgment. Clinical Services (if any) are

delivered **solely** by independent Medical Groups/Providers, which are responsible for all clinical decisions and compliance. There is **no single clinical provider called “DTxFIM.”**

3) Not for Emergencies; Continue Regular Care

The Platform is **not** for emergencies or urgent situations. **Call 9-1-1** for emergencies. Follow up with your primary care provider and other clinicians as recommended by your Provider(s).

4) Telehealth Risks (If You Use Clinical Services)

Telehealth involves risks, including: insufficient information for decisions (e.g., poor image resolution), equipment failures, delays, lack of access to complete records, and privacy/security failures despite safeguards. By using Clinical Services, you acknowledge these risks.

5) Privacy; HIPAA; Notices of Privacy Practices

Your use of the Platform is governed by the **DTxFIM Privacy Policy**. Where Clinical Services are involved, your **Protected Health Information (PHI)** is governed by **HIPAA** and the applicable **Medical Group Notice of Privacy Practices** (each incorporated here by reference). DTxFIM does **not** use PHI for advertising or use-based data mining without your express HIPAA authorization.

6) Not an Insurance Product

DTxFIM is **not** an insurer and does not offer insurance. Fees you pay are **not** insurance premiums.

7) Ownership of Platform & Content; Limited License

The Platform and all content, data, software, text, images, audio/video, look-and-feel, and other materials (collectively, “**Content**”) are owned by DTxFIM or its licensors and protected by IP laws. We grant you a **limited, revocable, non-exclusive, non-transferable** license to use the Platform for **personal, non-commercial** purposes.

You may not copy, modify, create derivative works, publicly display/perform, distribute, reverse engineer, or remove proprietary notices from the Platform/Content, except for: (i) transient RAM copies; (ii) browser-cached files; and (iii) one personal copy of reasonable pages. No rights are granted except as expressly stated.

You may not frame, deep link, or use meta tags/hidden text with our marks without **prior written consent**.

8) Availability of Services; U.S. Use Only

DTxFIM operates subject to federal/state rules. The Platform may not be available in all states and is only for users **in the United States** where DTxFIM operates. Accessing from prohibited locations is not allowed.

9) Third-Party Vendors, Marketplaces & Substitutions

DTxFIM may present Products (e.g., meal kits, groceries, premade meals) fulfilled by **third-party providers** (“**Third-Party Providers**”). Your dealings with Third-Party Providers are **solely** between you and them; their terms/policies apply. DTxFIM does not supervise or control Third-Party Providers and is **not** responsible for their offerings, fulfillment, substitutions, allergens, or labeling. Substitutions may occur; always check packaging for ingredients and nutrition before consumption.

10) Orders, Payments, and Online Payments

You may purchase Products or Services through the Platform. Some items may be billed by or on behalf of a Medical Group/Provider; DTxFIM may act as a **payment collection/processing agent** and remit clinical charges to the Medical Group. You will see itemized amounts at checkout when applicable.

We may reject/cancel orders, limit quantities, request additional verification, or suspend accounts at our discretion (e.g., for inaccuracies, fraud checks, or availability). Shipping (if any) is performed by third-party couriers and is subject to their timing and constraints.

Because many food items are perishable, returns may be unavailable; contact support for issues within **three (3) days** of delivery. For third-party marketplace orders, their refund/replacement terms apply.

11) Pricing, Errors & Corrections

We may correct errors (including pricing/typographical errors) without notice and cancel/refund affected orders if already charged. Prices may differ from in-store or other channels.

12) Links & External Services

Links to non-DTxFIM sites or services (“**External Services**”) are provided as a convenience. We do not control, endorse, or guarantee External Services and are not responsible for their content, policies, or security. Your use of External Services is at your own risk.

13) Platform Access, Security & Restrictions; Passwords

You must not: (i) access data not intended for you; (ii) probe/scan systems; (iii) bypass security; (iv) use scrapers, crawlers, spiders, robots, or automated means without permission; (v) interfere with Platform operation; or (vi) use the Platform unlawfully.

If parts of the Platform require login (“**Protected Areas**”), access only with your credentials. Keep your password confidential. You are responsible for all activity under your account. We may revoke access at any time. You agree to **defend, indemnify, and hold DTxFIM harmless** from claims arising from your breach, unlawful use, or use under your credentials.

14) User Information & Content; Prohibited Submissions

If you submit information or content to DTxFIM or the Platform (“**User Information**”), you will **not** submit anything unlawful, defamatory, abusive, obscene, pornographic, harmful, infringing, invasive of privacy, or containing viruses/malicious code; nor will you engage in harassment, threats, intimidation, hate speech, or spam/unsolicited outreach to users.

You represent you have the legal right to provide User Information. DTxFIM or a Medical Group may **de-identify** information so it is no longer PHI or personally identifiable and may use/disclose such **de-identified** information for analytics, research, product improvement, and other lawful purposes.

15) No Users Under 18

You must be **18+** to use the Platform. If we learn a user is under 18, we will delete the account and associated personal information, subject to legal retention.

16) Your Account Obligations

You agree to provide **true, accurate, current, and complete** registration information and promptly update it. You are responsible for all activity under your account and for maintaining the confidentiality of your credentials. Do not allow others to access your account.

17) Conduct

DTxFIM maintains a zero-tolerance policy for harassment, intimidation, threats, profanity, vulgar/sexualized language, hate speech, or discrimination against staff, Providers, or users. Violations may result in suspension or termination.

18) Accuracy & Integrity; Colors

We strive for accuracy but do not guarantee the Platform is error-free. We may correct errors without notice. Colors and images may vary by device.

19) DMCA – Copyright Infringement Notices

If you believe content on the Platform infringes your copyright, send a notice including: (1) description of the copyrighted work; (2) description of infringing material/location; (3) your contact info; (4) your good-faith statement of unauthorized use; (5) your statement under penalty of perjury that your notice is accurate and you're the owner/authorized agent; and (6) your signature.

Designated Agent (DMCA):

Attn: Copyright Compliance

DTxFIM, LLC

Email: copyright@dtxfim.com

20) Consent to Calls, Texts, and Recording; CAN-SPAM/TCPA

By providing your phone number, you consent to be contacted by or on behalf of DTxFIM and/or Providers at that number (including via SMS/MMS or autodialed/recorded calls) for service/operational purposes (e.g., reminders, care coordination, account issues).

Message/data rates may apply. Reply **STOP** to opt out of non-essential SMS; we may confirm your opt-out. Opting out may impact functionality.

DTxFIM or your Provider may record audio/video interactions for quality, training, and service improvement. Recordings will be handled consistent with our Privacy Policy and law.

We endeavor to comply with **CAN-SPAM** and the **TCPA**. If you believe you received a non-compliant message, please contact us.

21) Electronic Communications & Signatures

You consent to receive electronic communications and agree that all agreements, disclosures, and notices we provide electronically satisfy any legal requirement that such communications be in writing. We may request additional information to verify your identity.

22) Supplemental Terms for Providers (If Applicable)

To use the Platform as a **Provider** (e.g., physician, NP, RD employed/contracted by a Medical Group), you must comply with all applicable laws/board rules. Your relationship is **directly** with patients; DTxFIM does not practice medicine or provide clinical advice. Provider is solely responsible for clinical services, consent, documentation, billing/collections, and compliance.

Provider will defend, indemnify, and hold DTxFIM harmless from any patient/third-party claims arising from Provider's use of the Platform or provision of clinical services. Provider content uploaded to the Platform must comply with these Terms; Provider grants DTxFIM a royalty-free, irrevocable, transferable license to use such content for Platform operation and improvement.

23) California Residents

Waiver of Section 1542. If you are a California resident, you waive Cal. Civ. Code § 1542: *"A general release does not extend to claims that the creditor does not know or suspect to exist...."* This release includes the criminal acts of others.

You may contact the California Department of Consumer Affairs' **Consumer Information Center** at 1625 North Market Blvd., Suite N-112, Sacramento, CA 95834; (800) 952-5210.

24) Dispute Resolution; Arbitration (Texas Law; AAA)

We aim to resolve issues informally. If unresolved, **you and DTxFIM agree** that **any dispute, claim, or controversy** arising out of or relating to these Terms, the Platform, Products, or Services shall be **resolved by binding arbitration** administered by the **American Arbitration Association (AAA)** under its **Consumer Arbitration Rules**, as modified by this Section. The **Federal Arbitration Act** governs interpretation and enforcement.

- **Individual basis only:** No class, collective, or representative actions.
- **Venue:** Unless we agree otherwise, hearings occur in the county of your billing address (U.S. users) or by documents/teleconference for claims ≤ US\$10,000.
- **Relief:** Arbitrator may award individualized relief only and must apply applicable law.
- **Fees:** Governed by AAA rules. Each party pays its own attorneys' fees unless a statute provides otherwise.
- **Opt-out:** If you do **not** agree to arbitration, you must send written notice within **30 days** of first accepting these Terms to legal@dtxfim.com, subject line "Arbitration Opt-Out," including your full name, account email, and a statement opting out.
- If this clause is found unenforceable, exclusive jurisdiction/venue will be the **state or federal courts located in Dallas County, Texas**, and both parties waive jury trial.

25) Indemnification

You agree to **defend, indemnify, and hold harmless** DTxFIM and its affiliates, officers, employees, contractors, licensors, and partners from any claims, losses, liabilities,

damages, costs, and expenses (including reasonable attorneys' fees) arising from or related to: (i) your use/misuse of the Platform, Products, or Services; (ii) your breach of these Terms or our Privacy Policy; (iii) your User Information; or (iv) your negligent or wrongful acts/omissions.

26) Disclaimer of Warranties

THE PLATFORM, CONTENT, PRODUCTS, AND SERVICES ARE PROVIDED **“AS IS”** AND **“AS AVAILABLE,”** WITHOUT WARRANTIES OF ANY KIND, EXPRESS OR IMPLIED, INCLUDING **MERCHANTABILITY, FITNESS FOR A PARTICULAR PURPOSE, TITLE/NON-INFRINGEMENT, QUALITY, AVAILABILITY, OR ACCURACY.** WE DO NOT WARRANT UNINTERRUPTED, SECURE, OR ERROR-FREE OPERATION OR THAT DEFECTS WILL BE CORRECTED. YOU ASSUME ALL RISK.

27) Limitation of Liability

TO THE MAXIMUM EXTENT PERMITTED BY LAW, DTXFIM AND ITS SUPPLIERS/LICENSORS SHALL NOT BE LIABLE FOR **INDIRECT, INCIDENTAL, SPECIAL, CONSEQUENTIAL, EXEMPLARY, OR PUNITIVE DAMAGES,** OR FOR LOST PROFITS, LOST DATA, BUSINESS INTERRUPTION, OR PERSONAL INJURY ARISING OUT OF OR RELATED TO THESE TERMS OR YOUR USE OF THE PLATFORM, EVEN IF ADVISED OF THE POSSIBILITY.

DTxFIM'S **TOTAL AGGREGATE LIABILITY** FOR ANY CLAIMS ARISING OUT OF OR RELATING TO THESE TERMS OR THE PLATFORM SHALL NOT EXCEED **THE FEES YOU PAID TO DTXFIM IN THE TWELVE (12) MONTHS** BEFORE THE EVENT GIVING RISE TO LIABILITY (OR **US\$500,** IF GREATER PROTECTION IS NOT ENFORCEABLE IN YOUR JURISDICTION).

Some jurisdictions do not allow certain warranty disclaimers or liability limitations; to that extent, the above may not apply.

28) Force Majeure

We are not liable for delays or failures due to events beyond our reasonable control, including acts of God, disasters, epidemics/pandemics, war, terrorism, labor issues, governmental actions, utility/telecom failures, or other force majeure events.

29) Assignment

You **may not** assign these Terms or your rights/obligations without our prior written consent. Any attempted assignment without consent is void. DTXFIM may freely assign these Terms.

30) Revisions; Termination; Severability; Entire Agreement

We may modify these Terms at any time by posting an updated version with a new “Last Modified” date. **Continued use** after posting constitutes acceptance. We may suspend or terminate access at any time with or without cause. If any provision is found unenforceable, it will be limited to the minimum extent necessary, and the remainder will remain in full force. These Terms (plus the Privacy Policy and any applicable Medical Group Notice of Privacy Practices) are the **entire agreement** between you and DTxFIM regarding the Platform.

31) Medi-Cal (If Applicable to Your Program)

For Medi-Cal recipients: Medi-Cal may allow in-person or telehealth services and may cover transportation for in-person care when other resources are exhausted. Telehealth has risks (e.g., delays or the need for in-person follow-up). You can change your mind and choose in-person services at any time without losing access to Medi-Cal-covered services. By proceeding with your telehealth appointment, you consent to these terms.

32) Contact Us

DTxFIM, LLC

Email (General): support@dtxfim.com

Email (Privacy): privacy@dtxfim.com

Email (Legal/Notices): legal@dtxfim.com