

TERMS OF USE FOR NUCORE HEALTH, PLLC

ACCEPTANCE OF TERMS

Welcome to **Nucore Health, PLLC** (doing business as **Nucore Health**) ("**Nucore Health**," "we," "us," or "our"). By accessing or using our online telehealth platform (the "Platform") and the services offered through it (the "Services"), you agree to be bound by these Terms of Use (the "Terms"). These Terms constitute a legally binding agreement between you and **Nucore Health**. If you do not agree to these Terms, you may not access or use the Platform or Services.

DESCRIPTION OF SERVICES

Nucore Health is a telehealth platform that creates tailored wellness plans under the guidance of a healthcare provider. Our Services may include, but are not limited to:

- Online consultations with licensed healthcare providers.
- Personalized treatment plans for weight loss, sexual health, performance peptides, and hair loss, developed under the guidance of a healthcare provider.
- Prescription of medications if deemed medically necessary by a healthcare provider.
- Educational resources and information related to wellness.
- Communication tools for interacting with healthcare providers and **Nucore Health** staff.
- Access to third-party services or products that may be integrated with the Platform.

You understand and agree that **Nucore Health** provides telehealth services by utilizing healthcare practitioners and may, at times, utilize independent practitioners and professionals. While **Nucore Health** facilitates the connection between you and these practitioners, it does not directly provide medical services. Healthcare coaches and advisors may also work in collaboration with healthcare providers to offer customized wellness plans under the guidance of those providers. The healthcare practitioners offering services through the Platform, whether directly utilized or independent, are responsible for the tailored wellness plans and any medical advice or treatment provided. **Nucore Health's** role is to facilitate this connection and enable the creation of these customized plans under the direction of the healthcare professionals.

ELIGIBILITY

By using the Platform and Services, you represent and warrant that you are at least 18 years of age and have the legal capacity to enter into these Terms. You also agree to provide accurate and complete information when registering for an account and during any consultations. The Services are currently offered to individuals residing in Michigan. Accessing the Platform or Services from locations outside of these specified states is prohibited.

USER ACCOUNTS

ACCOUNT CREATION AND SECURITY

To access certain features of the Platform, you may be required to create an account. You are responsible for maintaining the confidentiality of your account credentials, including your username and password. You agree to notify **Nucore Health** immediately of any unauthorized access to or use of your account. **Nucore Health** will not be liable for any loss or damage arising from your failure to comply with this section.

ACCOUNT INFORMATION

You agree to provide accurate, current, and complete information during the registration process and to update such information to keep it accurate, current, and complete. You are solely responsible for the information you provide to **Nucore Health** and the healthcare providers through the Platform.

USER CONDUCT

By using the Platform and Services, you agree not to:

- Use the Platform or Services for any unlawful purpose.
- Impersonate any person or entity, or falsely state or otherwise misrepresent your affiliation with any person or entity.
- Interfere with or disrupt the integrity or performance of the Platform or Services.
- Attempt to gain unauthorized access to the Platform, Services, or related systems or networks.
- Transmit any viruses, worms, defects, Trojan horses, or any items of a destructive nature. * Collect or harvest any personally identifiable information, including account names, from the Platform.
- Use the Platform or Services to send unsolicited commercial communications.

- Engage in any conduct that restricts or inhibits anyone's use or enjoyment of the Platform or Services, or which, as determined by **Nucore Health**, could harm **Nucore Health** or users of the Platform or Services or expose them to liability.
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TELEHEALTH SERVICES AND MEDICAL DISCLAIMER

NATURE OF TELEHEALTH

You understand that the Services offered through the Platform involve telehealth, which is the delivery of healthcare services using electronic communications, information technology, or other means between a healthcare provider and a patient who are not in the same physical location.

LIMITATIONS OF TELEHEALTH

You acknowledge that telehealth services may have limitations compared to in-person medical care. These limitations may include the inability to conduct certain physical examinations or the need for additional information to make a diagnosis or treatment plan.

NO MEDICAL ADVICE

The information provided on the Platform, outside of direct consultation with a healthcare provider, is for informational purposes only and does not constitute medical advice. You should always consult with a qualified healthcare professional for any health concerns or before making any decisions related to your health or treatment. The tailored wellness plans are created under the guidance of a healthcare provider, and their advice should be followed.

HEALTHCARE PROVIDER DISCRETION

The healthcare providers offering services through the Platform are solely responsible for the medical advice, treatment, and tailored wellness plans they provide to you. **Nucore Health** does not control or interfere with the professional judgment of these healthcare providers. They will use their professional judgment to develop wellness plans, including determining whether a particular treatment, including prescription of medication, is appropriate for you based on your individual health needs and medical history.

PRESCRIPTION POLICY

If a healthcare provider determines that a prescription is medically necessary as part of your tailored wellness plan, they may issue an electronic prescription that will be sent to a pharmacy of your choice, subject to applicable state and federal laws. **Nucore**

Health does not guarantee that you will receive a prescription as part of your wellness plan. The decision to prescribe medication is solely at the discretion of the healthcare provider.

EMERGENCY SITUATIONS

The Platform is not intended for use in medical emergencies. If you are experiencing a medical emergency, please call 911 or go to the nearest emergency room.

FEES AND PAYMENT

You agree to pay the fees for the Services as outlined on the Platform. **Nucore Health** reserves the right to modify its fees at any time. You will be notified of any changes to the fees prior to their implementation. Payment for Services may be processed through third-party payment processors. You agree to abide by the terms and conditions of such payment processors. You are responsible for providing accurate and up-to-date payment information. By providing your payment information, you authorize **Nucore Health** or its third-party payment processor to charge the applicable fees to your chosen payment method.

INTELLECTUAL PROPERTY

The Platform and its original content, features, and functionality (including but not limited to text, graphics, logos, images, software, and code) are owned by **Nucore Health, PLLC** and are protected by United States and international copyright, trademark, patent, trade secret, and other intellectual property or proprietary rights laws. You may not reproduce, modify, distribute, display, perform, or create derivative works of any part of the Platform or its content without the express written consent of **Nucore Health**.

PRIVACY

Your privacy is important to us. Please review our Privacy Policy, which is incorporated into these Terms by reference and governs our collection, use, and disclosure of your personal information. You can find our Privacy Policy at <https://www.nucorehealth.com/privacy-policy/>.

TERMINATION

Nucore Health reserves the right to suspend or terminate your access to the Platform and Services at any time, with or without cause and without notice. Reasons for termination may include, but are not limited to, your breach of these Terms, violation of applicable laws or regulations, or conduct that **Nucore Health** deems harmful to the Platform, other users,

or **Nucore Health's** business interests. You may terminate your account at any time by following the instructions on the Platform. Upon termination, your right to use the Platform and Services will immediately cease.

DISCLAIMER OF WARRANTIES

THE PLATFORM AND SERVICES ARE PROVIDED ON AN "AS IS" AND "AS AVAILABLE" BASIS WITHOUT WARRANTIES OF ANY KIND, EXPRESS OR IMPLIED, INCLUDING, BUT NOT LIMITED TO, WARRANTIES OF MERCHANTABILITY, FITNESS FOR A PARTICULAR PURPOSE, NON-INFRINGEMENT, AND ANY WARRANTIES ARISING OUT OF COURSE OF DEALING OR USAGE OF TRADE. **NUCORE HEALTH** DOES NOT WARRANT THAT THE PLATFORM OR SERVICES WILL BE UNINTERRUPTED, ERROR-FREE, SECURE, OR FREE OF VIRUSES OR OTHER HARMFUL COMPONENTS. **NUCORE HEALTH** MAKES NO WARRANTIES REGARDING THE QUALITY, ACCURACY, TIMELINESS, TRUTHFULNESS, COMPLETENESS, OR RELIABILITY OF ANY INFORMATION OR CONTENT PROVIDED THROUGH THE PLATFORM OR SERVICES, INCLUDING ANY ADVICE OR INFORMATION PROVIDED BY HEALTHCARE PROVIDERS. ANY RELIANCE YOU PLACE ON SUCH INFORMATION IS STRICTLY AT YOUR OWN RISK.

LIMITATION OF LIABILITY

TO THE MAXIMUM EXTENT PERMITTED BY APPLICABLE LAW, IN NO EVENT SHALL **NUCORE HEALTH**, ITS AFFILIATES, OFFICERS, DIRECTORS, EMPLOYEES, AGENTS, SUPPLIERS, OR LICENSORS BE LIABLE FOR ANY INDIRECT, INCIDENTAL, SPECIAL, CONSEQUENTIAL, OR PUNITIVE DAMAGES (INCLUDING, WITHOUT LIMITATION, DAMAGES FOR LOSS OF PROFITS, DATA, USE, GOODWILL, OR OTHER INTANGIBLE LOSSES) ARISING OUT OF OR RELATING TO YOUR ACCESS TO OR USE OF (OR INABILITY TO ACCESS OR USE) THE PLATFORM OR SERVICES, WHETHER BASED ON WARRANTY, CONTRACT, TORT (INCLUDING NEGLIGENCE), STATUTE, OR ANY OTHER LEGAL THEORY, AND WHETHER OR NOT **NUCORE HEALTH** HAS BEEN INFORMED OF THE POSSIBILITY OF SUCH DAMAGES. IN NO EVENT SHALL THE TOTAL AGGREGATE LIABILITY OF **NUCORE HEALTH** TO YOU FOR ALL CLAIMS ARISING OUT OF OR RELATING TO THESE TERMS OR YOUR USE OF THE PLATFORM OR SERVICES EXCEED THE AMOUNT YOU PAID TO **NUCORE HEALTH**, IF ANY, IN THE TWELVE (12) MONTHS IMMEDIATELY PRECEDING THE EVENT GIVING RISE TO THE LIABILITY. YOU ACKNOWLEDGE AND AGREE THAT **NUCORE HEALTH** IS NOT LIABLE FOR THE ACTS OR OMISSIONS OF ANY HEALTHCARE PROVIDER PROVIDING SERVICES THROUGH THE PLATFORM. ANY CLAIMS YOU MAY HAVE RELATED TO THE MEDICAL ADVICE, TREATMENT, OR OTHER SERVICES PROVIDED BY A HEALTHCARE PROVIDER, INCLUDING THE CONTENT AND IMPLEMENTATION OF YOUR TAILORED WELLNESS PLAN, SHOULD BE DIRECTED AGAINST THAT HEALTHCARE PROVIDER.

INDEMNIFICATION

You agree to indemnify, defend, and hold harmless **Nucore Health**, its affiliates, officers, directors, employees, agents, suppliers, and licensors from and against any and all claims, liabilities, damages, losses, costs, expenses, or fees (including reasonable attorneys' fees) arising out of or relating to: (a) your use of or access to the Platform or Services; (b) your violation of these Terms; (c) your violation of any third-party right, including without limitation any right of privacy or intellectual property rights; (d) your violation of any applicable law, rule, or regulation; or (e) any claim that information you submitted to the Platform caused damage to a third party.

GOVERNING LAW AND DISPUTE RESOLUTION

These Terms shall be governed by and construed in accordance with the laws of the State of Michigan, without regard to its conflict of law principles. Any dispute arising out of or relating to these Terms or the Platform or Services shall be exclusively resolved in the state or federal courts located in [Specify County and State in Michigan], and you hereby consent to the jurisdiction of such courts.

CHANGES TO THESE TERMS

Nucore Health reserves the right to modify these Terms at any time. We will provide notice of any material changes by posting the updated Terms on the Platform or by other reasonable means. Your continued use of the Platform or Services after the effective date of the revised Terms constitutes your acceptance of the changes. It is your responsibility to review the Terms periodically for any updates or changes.

ENTIRE AGREEMENT

These Terms, together with the Privacy Policy and any other legal notices or agreements published by **Nucore Health** on the Platform, constitute the entire agreement between you and **Nucore Health** concerning the Platform and Services and supersede all prior and contemporaneous communications and proposals, whether oral or written, between you and **Nucore Health**.

WAIVER

No waiver of any provision of these Terms shall be effective unless explicitly set forth in writing and signed by **Nucore Health**. The failure of **Nucore Health** to assert any right or provision under these Terms shall not constitute a waiver of such right or provision.

SEVERABILITY

If any provision of these Terms is held to be invalid, illegal, or unenforceable for any reason, such provision shall be reformed only to the extent necessary to make it enforceable, and the remaining provisions of these Terms shall continue in full force and effect.

CONTACT US

If you have any questions or concerns about these Terms or the Platform or Services, please contact us at: **concierge@nucorehealth.com**. By using the **Nucore Health** Platform and Services, you acknowledge that you have read, understood, and agree to be bound by these Terms of Use.

UPDATES TO THESE TERMS OF USE GUIDELINES

We reserve the right to periodically update these guidelines to reflect changes in our services, policies, or regulatory requirements. Any modifications will be promptly reflected by updating the "last modified" date below. We encourage you to review this page periodically for the latest information.

Last modified: May 21, 2025