PMDNA

PRECISION MEDICINE • DNA-INFORMED CARE

End User License Agreement and Platform Terms of Service

Equilibria Diagnostics, LLC d/b/a PMDNA · applies in all fifty states, the District of Columbia and U.S. territories

IMPORTANT — PLEASE READ. THIS AGREEMENT AFFECTS YOUR LEGAL RIGHTS.

SECTION 18 CONTAINS AN ARBITRATION AGREEMENT AND A CLASS ACTION WAIVER. Except for the claims expressly excluded in Section 18.3, you and PMDNA agree that most disputes will be resolved by **individual binding arbitration** rather than in court, and that **you are giving up your right to a trial by jury and your right to participate in a class or representative action** for those disputes.

CLAIMS FOR MEDICAL MALPRACTICE AND PROFESSIONAL NEGLIGENCE ARE NOT SUBJECT TO ARBITRATION UNDER THIS AGREEMENT and are expressly excluded by Section 18.3(a). Nothing in this Agreement waives, limits, or shortens any right you have to bring such a claim in court, or to file a complaint with a state licensing board, a state attorney general, or a federal agency.

YOU MAY OPT OUT OF ARBITRATION. You have **thirty (30) days** from the date you first accept this Agreement to opt out of Section 18 without any effect on the rest of this Agreement or on your access to the Services. See Section 18.9 and the opt-out form in **Schedule B**.

WHAT THIS AGREEMENT DOES AND DOES NOT COVER

This EULA covers the software. Your license to use the PMDNA applications, website and platform; what you may and may not do with them; accounts and security; fees and subscriptions; intellectual property; disclaimers; and dispute resolution.

The Patient Services Agreement covers your care. Informed consent to telehealth, consent to genetic and pharmacogenomic testing, the HIPAA Notice of Privacy Practices acknowledgment, the HIPAA authorization, and your rights in your health information are governed by the **PMDNA Patient Services Agreement, Informed Consent and HIPAA Privacy Authorization** (the "Patient Agreement"). **Where the two documents overlap on anything clinical or on protected health information, the Patient Agreement controls.**

Document version **[v1.0]** Effective date **[Effective Date]** Last updated **[Date]** Supersedes **[prior EULA version, if any]**

This document does not constitute legal advice. It is a template prepared for Equilibria Diagnostics, LLC and must be reviewed by licensed counsel before use.

SECTION 1

Acceptance, Eligibility and Formation

1.1 The parties. This End User License Agreement and Platform Terms of Service (this "Agreement" or "EULA") is a binding contract between **you**, an individual user, and **Equilibria Diagnostics, LLC**, a limited liability company doing business as **PMDNA** ("PMDNA," "we," "us," "our"). It governs your access to and use of the PMDNA websites, mobile and web applications, patient portal, messaging tools, precision-dosing and decision-support features, and all related software and services (collectively, the "**Services**").

1.2 How you accept. You accept this Agreement by clicking "I agree," by electronically signing it, by creating an account, or by accessing or using the Services, whichever occurs first. If you accept on behalf of another person as that person's authorized representative, you represent that you hold that authority and you bind both yourself and that person. **If you do not agree, do not create an account and do not use the Services.**

1.3 Eligibility. You must be at least **18 years of age** and located in the United States or a U.S. territory to create an account in your own name. A parent or legal guardian may create and control an account on behalf of a minor and is responsible for the minor's use. We do not knowingly permit persons under 13 to create accounts, and we do not knowingly collect personal information from children under 13 in violation of the Children's Online Privacy Protection Act. The Services are not offered where their use would be unlawful.

1.4 Capacity and authority. You represent that you have the legal capacity to enter this Agreement, that the information you provide is true and complete, and that you are not barred from receiving the Services under any applicable law.

1.5 Electronic contracting. You consent to contract electronically. Your click-acceptance or electronic signature has the same legal effect as a handwritten signature under the federal ESIGN Act and the Uniform Electronic Transactions Act as adopted in your state. We retain a record of your acceptance, including the date, time and IP address, and will provide a copy on request.

SECTION 2

Definitions

TERM	MEANING
Services	The PMDNA websites, applications, portal, messaging, precision-dosing and decision-support features, and related software and support.
Provider	An independently licensed health care professional, or a professional entity, that furnishes clinical services to you through the platform. Providers are not employees or agents of PMDNA.
Patient Agreement	The PMDNA Patient Services Agreement, Informed Consent and HIPAA Privacy Authorization, as executed by you and as amended.
PHI	Protected health information as defined at 45 CFR § 160.103.
User Content	Anything you submit, upload, transmit or generate through the Services, other than PHI created by a Provider in the course of treatment.
Subscription	A recurring paid plan for access to the Services or to a category of Services.
Platform Content	All software, text, graphics, interfaces, models, algorithms, documentation, trademarks and other materials made available through the Services by PMDNA or its licensors.

SECTION 3

Relationship to the Patient Agreement and to Clinical Care

3.1 Two documents, one relationship. The Patient Agreement and this EULA are intended to be read together. The Patient Agreement governs the clinical and health-information side of the relationship. This EULA governs the software and commercial side. Both are incorporated into the other by reference.

3.2 Order of precedence. If a term of this EULA conflicts with a term of the Patient Agreement with respect to **health care services, informed consent, protected health information, genetic information, or patient rights**, the **Patient Agreement controls**. In all other respects this EULA controls. If any term of either document conflicts with a mandatory requirement of federal law or of the law of the state in which you are located, the mandatory requirement controls and the conflicting term is modified to the minimum extent necessary to comply, or severed if it cannot be.

3.3 **No waiver of statutory or professional rights. Nothing in this Agreement waives, limits, or shortens** any right you have under HIPAA, 42 CFR Part 2, the Genetic Information Nondiscrimination Act, a state genetic-privacy or medical-records statute, a state consumer-protection statute, or the professional standard of care owed to you by a licensed Provider. Any provision that would have that effect is void to that extent and severable.

3.4 **Right to complain to regulators is preserved.** Nothing in this Agreement — including Section 18 — prevents you from filing a complaint or report with the U.S. Department of Health and Human Services Office for Civil Rights, the Federal Trade Commission, the Food and Drug Administration, a state attorney general, a state department of insurance, a state medical, nursing or pharmacy licensing board, or any other governmental body, or from cooperating with such a body.

SECTION 4

License Grant

4.1 **What you get.** Subject to your compliance with this Agreement and payment of any applicable fees, PMDNA grants you a **limited, personal, non-exclusive, non-transferable, non-sublicensable, revocable license** to access and use the Services and to install and run one copy of the PMDNA application on devices you own or control, solely for your own personal, non-commercial use in connection with health care services furnished to you or to a person for whom you are the authorized representative.

4.2 **What you do not get.** The Services are **licensed, not sold**. PMDNA and its licensors retain all right, title and interest in and to the Services and all Platform Content. No rights are granted by implication, estoppel or otherwise. Any rights not expressly granted are reserved.

4.3 **Updates.** PMDNA may provide updates, patches and new versions, which may be installed automatically and which are part of the Services and subject to this Agreement. Some features may require a current version; if you decline updates, parts of the Services may stop working.

SECTION 5

Restrictions and Acceptable Use

5.1 **Prohibited conduct.** You will not, and will not permit any other person to:

(a) copy, modify, translate, adapt or create derivative works of the Services or Platform Content, except as this Agreement expressly permits;

(b) reverse engineer, decompile or disassemble the Services, or attempt to derive source code, models, model weights, or training data, **except to the extent this restriction is unenforceable under applicable law**;

(c) rent, lease, lend, sell, sublicense, distribute, or make the Services available to any third party, or use the Services to provide services to any third party;

(d) access the Services by any automated means — scraping, crawling, bots, or data mining — or use the Services to build or train a competing product, model or dataset;

(e) circumvent, disable or interfere with security, authentication, rate limiting, or access controls, or probe or test the vulnerability of any PMDNA system without our prior written authorization;

(f) upload malware, or transmit anything unlawful, defamatory, harassing, infringing, or that you do not have the right to transmit;

(g) impersonate any person, misrepresent your identity, age, medical history or location, or obtain or attempt to obtain a prescription by deception;

(h) use the Services to divert, resell, or obtain medication for any person other than the patient for whom it is prescribed, or for any non-medical purpose;

(i) remove or obscure any proprietary notice; or

(j) use the Services in violation of any applicable federal, state or local law, including controlled-substance, telehealth-practice, and privacy laws.

5.2 **Serious misuse.** Misrepresenting your identity or medical history to obtain a controlled substance, or reselling or diverting a prescribed medication, is a **crime** as well as a breach of this Agreement. We may suspend or terminate your account immediately and, where required or permitted by law, report the conduct to the appropriate authorities.

5.3 Monitoring. We have no general obligation to monitor use of the Services, but we may do so to operate them, enforce this Agreement, protect patient safety, and comply with law. Monitoring of PHI is governed by the Patient Agreement, the Notice of Privacy Practices, and our business associate agreements — not by this Section.

SECTION 6

Accounts, Credentials and Security

6.1 One account per person. You may hold one account and it is personal to you. **Do not share your credentials with anyone**, including a family member. Sharing credentials puts your health information at risk and can cause another person's information to be entered into your record, which is a patient-safety hazard.

6.2 Your obligations. Keep your password confidential, enable multi-factor authentication where offered, keep your contact information current, and notify us immediately at the address in Section 24.9 if you suspect unauthorized access. You are responsible for activity that occurs under your credentials, except to the extent it results from our failure to maintain the safeguards required by the HIPAA Security Rule or from our other negligence.

6.3 Our security obligations. PMDNA maintains administrative, physical and technical safeguards designed to meet the requirements of the HIPAA Security Rule (45 CFR Part 164, Subpart C) and its business associate agreements. **No system is perfectly secure.** If your unsecured PHI is breached, you will be notified as required by 45 CFR §§ 164.400–414 and by applicable state breach-notification law.

6.4 Authorized representatives and proxy access. Where you have designated another person to access your account, that person is bound by this Agreement and you remain responsible for their use. Designations made under Part VIII of the Patient Agreement govern access to PHI; this Section governs access to the software.

SECTION 7

PMDNA Is Not a Health Care Provider

> **PMDNA does not practice medicine, nursing, pharmacy or genetic counseling.** PMDNA is a technology and administrative services platform. It does not diagnose, treat, prescribe, or render clinical judgment, and it does not employ, control, or direct the clinical judgment of any Provider. Clinical decisions are made solely by licensed Providers exercising independent professional judgment.
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> **Content on the platform is not medical advice.** Educational material, drug–gene information, dosing references, algorithmic suggestions and general health content made available through the Services are for informational purposes and are not a substitute for evaluation by a qualified clinician. **Never disregard professional medical advice or delay seeking it because of something you read on the platform.**
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> **PMDNA IS NOT AN EMERGENCY SERVICE AND IS NOT MONITORED CONTINUOUSLY. If you have a medical emergency, call 911 or go to the nearest emergency department. In the United States you may also call or text 988 for the Suicide & Crisis Lifeline.**

7.1 Independent professional relationship. Your clinical relationship is with your Provider, not with PMDNA. PMDNA does not guarantee that any Provider will accept you as a patient, prescribe any medication, order any test, or reach any particular conclusion.

7.2 Decision support, not decision making. Algorithmic and artificial-intelligence features are **clinical decision support**. They do not make autonomous clinical decisions. Their use and limitations are described in Part V of the Patient Agreement, which controls.

7.3 No corporate practice of medicine. The arrangements between PMDNA and Providers are structured to comply with applicable corporate-practice-of-medicine, fee-splitting and anti-kickback restrictions. Nothing in this Agreement should be construed to give PMDNA control over the practice of medicine.

SECTION 8

User Content, Submissions and Feedback

8.1 You keep your content. You retain ownership of your User Content. You grant PMDNA a worldwide, non-exclusive, royalty-free license to host, store, reproduce, transmit and display User Content **solely as necessary to operate, secure and support the Services and to carry out the purposes described in the Patient Agreement.** This license ends when the content is deleted, except for copies retained in backups or required to be retained by law or by medical-record retention requirements.

8.2 Accuracy. You represent that your User Content is accurate to the best of your knowledge and that you have the right to submit it. Inaccurate health information can result in an unsafe treatment decision.

8.3 PHI is governed elsewhere. To the extent User Content is PHI, its use and disclosure are governed by HIPAA, the Notice of Privacy Practices, the Patient Agreement and our business associate agreements — **not by the license in Section 8.1**, which is limited accordingly.

8.4 Feedback. If you send us suggestions, ideas or feedback about the Services, you grant us a perpetual, irrevocable, royalty-free right to use them without restriction or compensation. Do not include PHI or confidential information in feedback; use the clinical channels for anything about your care.

8.5 Reviews and public posts. If the Services allow public posts, remember that anything you post publicly about your own care is a **voluntary disclosure of your own health information** and is no longer protected by HIPAA once you make it public. We may remove content that violates this Agreement.

SECTION 9

Third-Party Services, Laboratories and Pharmacies

9.1 Third parties in your care. Clinical laboratories, compounding and retail pharmacies, imaging centers, shipping carriers, payment processors, identity-verification vendors and video-conferencing vendors are independent third parties. They have their own terms, privacy practices and professional obligations. **PMDNA is not responsible for the acts or omissions of a third party**, except where that third party acts as our subcontractor and business associate with respect to PHI, in which case our business associate agreements and the HIPAA Security Rule govern.

9.2 Links and integrations. The Services may link to or integrate with third-party sites and applications. Links are not endorsements. Your use of a third-party service is governed by that party's terms, not this Agreement.

9.3 Shipping and specimen handling. Where a collection kit or medication is shipped to you, title and risk of loss pass on delivery to the carrier, and delivery timing is the carrier's responsibility. If a specimen is damaged, lost, or rejected by the laboratory, contact patient services; a replacement kit will be issued at no charge where the failure was not caused by your handling.

9.4 Payment processing. Card and bank payments are processed by a PCI-DSS compliant third-party processor. PMDNA does not store full payment card numbers. Your use of the payment feature is also subject to the processor's terms.

SECTION 10

Privacy and Data

10.1 Two privacy regimes. Information about you falls into two categories. **PHI** — health information created or received in connection with your care — is governed by HIPAA, the Notice of Privacy Practices, the Patient Agreement and our business associate agreements. **Non-PHI account and device information** — such as login telemetry, crash logs, device identifiers and marketing-site analytics — is governed by the PMDNA Privacy Policy. Where information could fall into both categories, **it is treated as PHI.**

10.2 We do not sell your health information. PMDNA does not sell PHI, and does not sell or share genetic information. PMDNA does not use identifiable PHI to train general-purpose or third-party artificial-intelligence models. Use of de-identified information is described in the Patient Agreement and, where a state genetic-privacy statute requires it, is subject to your separate election there.

10.3 State privacy rights. Residents of states with comprehensive consumer privacy laws — including California, Colorado, Connecticut, Virginia, Utah, Texas, Oregon, Montana and others — have rights to access, correct, delete and port certain personal information, and to opt out of targeted advertising and profiling. Most of these laws **exempt PHI held by a covered entity or business associate**, so those rights generally apply to your non-PHI account information; your HIPAA rights, which are broader for health data, are described in Part IX of the Patient Agreement. To exercise either set of rights, use the contact points in Section 24.9.

10.4 Consumer health data laws. Where a consumer-health-data statute applies to you — such as the Washington My Health My Data Act, the Nevada consumer health data law, or a comparable state law — PMDNA will honor its requirements, including any applicable consent and authorization requirements, to the extent the information is not already exempt as PHI.

10.5 Cookies and analytics. The public marketing website uses cookies and analytics. **Authenticated patient areas of the platform do not use third-party advertising trackers**, consistent with federal guidance on online tracking technologies and PHI. You can manage cookie preferences through the banner and your browser.

SECTION 11

Intellectual Property

11.1 Ownership. PMDNA and its licensors own all right, title and interest in the Services and Platform Content, including all software, user interfaces, algorithms, models, databases, documentation and content, and all copyrights, patents, trade secrets, trademarks and other intellectual property rights in them.

11.2 Trademarks. "PMDNA," "EquiDx," "Equilibria Diagnostics," and associated logos are marks of Equilibria Diagnostics, LLC. You may not use them without prior written permission. Third-party marks belong to their owners.

11.3 Your records are yours. Nothing in this Section affects your rights in your own health record. You have the right to inspect, obtain a copy of, and direct the transmission of your record as described in Part IX of the Patient Agreement and 45 CFR § 164.524.

11.4 Copyright complaints. PMDNA responds to notices of alleged copyright infringement under the Digital Millennium Copyright Act. Send notices to the designated agent at the address in Section 24.9, with the elements required by 17 U.S.C. § 512(c)(3). Repeat infringers' accounts are terminated.

SECTION 12

Fees, Subscriptions and Automatic Renewal

12.1 Fees generally. Fees for clinical services, laboratory testing and financial responsibility are governed by **Part XI of the Patient Agreement**, including the self-pay basis of services and your Good Faith Estimate rights under the No Surprises Act. This Section governs fees for the software and Subscriptions.

12.2 Authorization to charge. You authorize PMDNA and its payment processor to charge the payment method you provide for all amounts due, including Subscription fees, taxes and any fee disclosed to you before you incur it. You represent that you are authorized to use the payment method.

> **AUTOMATIC RENEWAL — PLEASE READ**
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> **12.3** If you purchase a Subscription, **it renews automatically** at the end of each billing period at the then-current rate, and **your payment method will be charged automatically**, until you cancel. Before you are charged for the first time, we will present the renewal frequency, the amount, the cancellation method and the deadline for cancellation **clearly and conspicuously and in immediate proximity to the acceptance button**, and we will obtain your **affirmative consent to the automatic renewal separately from your acceptance of this Agreement**. We will then send you an acknowledgment you can retain, and a **renewal reminder** before each renewal at the intervals required by the law of your state. These practices are designed to satisfy the automatic-renewal statutes of California, New York, Illinois, Colorado, Virginia and every other state that regulates negative-option offers, and the federal Restore Online Shoppers' Confidence Act.

12.4 How to cancel — no obstacles. You may cancel a Subscription **at any time, in the same medium in which you enrolled**, through a clearly visible cancellation control in your account settings, and additionally by email or telephone using the contacts in Section 24.9. **We will not require you to speak to a representative, complete a retention flow, or take any step more burdensome than the step you took to enroll.** Cancellation is effective at the end of the then-current billing period. You keep access through that period.

12.5 Refunds and trials. Subscription fees already charged are not refunded on cancellation except where required by law or where we state otherwise in writing. If we offer a free or discounted trial, we will disclose before you enroll what happens when it ends, what you will be charged, and how to cancel before you are charged.

12.6 Price changes. We may change Subscription prices prospectively. We will give you notice at least **thirty (30) days** before a price change takes effect, and the change applies only to billing periods beginning after the notice period. If you do not accept the new price, cancel before it takes effect.

12.7 Taxes. Fees are exclusive of applicable sales, use and similar taxes, which will be added where required.

12.8 Failed payments. If a charge fails, we may retry, and we may suspend Subscription features after notice. Suspension of software features does not by itself terminate your clinical relationship or your right of access to your medical record.

12.9 Disputed charges. Contact us within **sixty (60) days** of a charge you believe is incorrect and we will investigate and respond. This does not limit any right you have under the Fair Credit Billing Act, the Electronic Fund Transfer Act, your card network's rules, or state law.

SECTION 13

Term, Suspension and Termination

13.1 Term. This Agreement starts when you first accept it and continues until terminated.

13.2 Your right to terminate. You may stop using the Services and close your account at any time through account settings or by contacting us. Closing your account does not by itself end your clinical relationship with a Provider or delete your medical record, which we are required by law to retain.

13.3 Our right to suspend or terminate. We may suspend or terminate your access, with notice where practicable, if you materially breach this Agreement, if your use presents a safety, security or legal risk, if required by law or by a licensing authority, or if we cease offering the Services. **Where suspension could affect ongoing clinical care, we will coordinate with your Provider so that you receive appropriate notice, an opportunity to obtain your records, and, consistent with professional obligations, assistance in transitioning care.** We will not terminate access in a way that constitutes patient abandonment.

13.4 Effect of termination. On termination, your license under Section 4 ends and you must stop using the Services. **Your right to obtain a copy of your medical record survives termination indefinitely**, as does your ability to request it under 45 CFR § 164.524. We will retain and dispose of records in accordance with law and our retention schedule.

13.5 Data export. Before or after termination you may request an electronic copy of your record in a readily producible format. We will respond within the time HIPAA requires.

SECTION 14

Changes to the Services and to This Agreement

14.1 Changes to the Services. We may add, change or discontinue features. If we discontinue a feature that is material to your care, we will give you reasonable advance notice and coordinate with your Provider.

14.2 Changes to this Agreement. We may amend this Agreement prospectively. We will post the amended version with a new effective date and, for **material** changes, give you at least **thirty (30) days'** advance notice by email or in-app notice before it takes effect. **Material changes apply only prospectively and only after you have had that notice.** If you do not agree, you may cancel any Subscription and stop using the Services before the effective date.

14.3 Changes to Section 18. If we amend the arbitration agreement in Section 18, the amendment **does not apply to any dispute of which we had actual notice before the effective date of the amendment**, and you will be given a fresh thirty (30) day right to opt out of the amended Section 18 as described in Section 18.9.

14.4 What we cannot change unilaterally. We cannot amend this Agreement to reduce a right guaranteed to you by HIPAA, by a state privacy or medical-records statute, or by a consumer-protection statute, and we cannot amend the Patient Agreement's consents or authorizations without presenting them to you for re-execution.

SECTION 15

Disclaimer of Warranties

15.1 EXCEPT AS EXPRESSLY STATED IN THIS AGREEMENT AND EXCEPT AS SECTION 15.3 PROVIDES, THE SERVICES AND PLATFORM CONTENT ARE PROVIDED **"AS IS" AND "AS AVAILABLE," WITHOUT WARRANTY OF ANY KIND**. TO THE FULLEST EXTENT PERMITTED BY LAW, PMDNA DISCLAIMS ALL WARRANTIES, EXPRESS, IMPLIED AND STATUTORY, INCLUDING THE IMPLIED WARRANTIES OF **MERCHANTABILITY, FITNESS FOR A PARTICULAR PURPOSE, TITLE AND NON-INFRINGEMENT**, AND ANY WARRANTY ARISING FROM COURSE OF DEALING OR USAGE OF TRADE. PMDNA DOES NOT WARRANT THAT THE SERVICES WILL BE UNINTERRUPTED, TIMELY, SECURE OR ERROR-FREE, OR THAT DEFECTS WILL BE CORRECTED.

15.2 No clinical warranty. PMDNA makes no representation or warranty as to any medical outcome, diagnosis, or result of treatment. Any statement about likely results is an expression of clinical opinion by a Provider, not a warranty by PMDNA.

15.3 What this disclaimer does not touch. Nothing in this Section disclaims, and PMDNA does not attempt to disclaim: **(a)** the professional standard of care owed to you by a licensed Provider; **(b)** any obligation PMDNA owes under HIPAA, 42 CFR Part 2, or a state privacy or genetic-privacy statute; **(c)** any warranty or right that cannot lawfully be disclaimed in your state; or **(d)** liability for fraud, gross negligence, willful misconduct, or death or personal injury caused by negligence.

Some states do not allow the exclusion of implied warranties, so some or all of Section 15.1 may not apply to you. This Agreement gives you specific legal rights, and you may also have other rights that vary from state to state.

SECTION 16

Limitation of Liability

16.1 TO THE FULLEST EXTENT PERMITTED BY LAW AND SUBJECT TO SECTION 16.4, PMDNA AND ITS OFFICERS, MEMBERS, EMPLOYEES AND SUPPLIERS WILL NOT BE LIABLE FOR ANY **INDIRECT, INCIDENTAL, SPECIAL, CONSEQUENTIAL, EXEMPLARY OR PUNITIVE DAMAGES**, OR FOR LOST PROFITS, LOST DATA, OR BUSINESS INTERRUPTION, ARISING OUT OF OR RELATING TO THE SOFTWARE OR YOUR USE OF IT, EVEN IF ADVISED OF THE POSSIBILITY OF SUCH DAMAGES.

16.2 SUBJECT TO SECTION 16.4, PMDNA'S TOTAL AGGREGATE LIABILITY ARISING OUT OF OR RELATING TO THE **SOFTWARE AND PLATFORM SERVICES** WILL NOT EXCEED THE GREATER OF **(A)** THE TOTAL AMOUNTS YOU PAID TO PMDNA FOR THE SERVICES IN THE **TWELVE (12) MONTHS** BEFORE THE EVENT GIVING RISE TO THE CLAIM, OR **(B) FIVE HUNDRED DOLLARS ($500)**.

16.3 Allocation of risk. The limitations in this Section are an essential basis of the bargain and apply even if a limited remedy fails of its essential purpose. They allocate risk for the **software**, which is priced accordingly; they do not allocate the risk of clinical harm, which Section 16.4 excludes from them entirely.

16.4 WHAT IS NOT LIMITED — READ THIS

NOTHING IN THIS AGREEMENT LIMITS, EXCLUDES OR CAPS LIABILITY FOR:

(a) death or personal injury caused by negligence; **(b)** medical malpractice or professional negligence in the provision of health care services, by any Provider or by PMDNA; **(c)** fraud or fraudulent or negligent misrepresentation; **(d)** gross negligence or willful, wanton or intentional misconduct; **(e)** violation of HIPAA, 42 CFR Part 2, GINA, or any state privacy, genetic-privacy or medical-records statute; **(f)** violation of a consumer-protection statute where the statute prohibits limitation; or **(g)** any other liability that cannot be limited or excluded under applicable law.

California residents are advised that **California Civil Code § 1668** provides that a contract exempting anyone from responsibility for their own fraud, willful injury, or violation of law is against public policy. **This Agreement does not attempt any such exemption.** Some states do not allow the exclusion or limitation of incidental or consequential damages, so the limitations above may not apply to you.

SECTION 17

Indemnification

17.1 Your indemnity. You will indemnify and hold harmless PMDNA from third-party claims, and from reasonable attorneys' fees actually incurred, **to the extent** they arise from **(a)** your breach of Section 5 (Restrictions and Acceptable Use), **(b)** your unlawful use of the Services, **(c)** your submission of content you had no right to submit, or **(d)** your knowing misrepresentation of your identity or medical history.

17.2 Limits on the indemnity. This indemnity **does not apply** to any claim arising from PMDNA's own negligence, gross negligence, willful misconduct, breach of this Agreement, or violation of law, or from the clinical care furnished by a Provider. It applies only to the extent permitted by the law of your state; **several states restrict or prohibit consumer indemnity obligations, and in those states this Section applies only to the extent enforceable, or not at all.**

17.3 Procedure. We will notify you promptly of any claim for which we seek indemnity, give you the opportunity to participate in the defense, and not settle without your consent, which you will not unreasonably withhold. You may assume the defense with counsel reasonably acceptable to us.

SECTION 18

Dispute Resolution, Arbitration and Class Action Waiver

PLEASE READ THIS SECTION CAREFULLY — IT AFFECTS YOUR RIGHTS

BY AGREEING TO THIS SECTION, YOU AND PMDNA EACH AGREE THAT COVERED DISPUTES WILL BE RESOLVED BY BINDING INDIVIDUAL ARBITRATION AND NOT IN A COURT OF LAW. YOU AND PMDNA ARE EACH GIVING UP THE RIGHT TO A TRIAL BY JURY AND THE RIGHT TO PARTICIPATE IN A CLASS ACTION, CLASS ARBITRATION, OR OTHER REPRESENTATIVE PROCEEDING FOR THOSE DISPUTES. An arbitrator's decision is final and binding, review by a court is very limited, and the procedures in arbitration are more limited than in court.

THIS DOES NOT APPLY TO CLAIMS FOR MEDICAL MALPRACTICE OR PROFESSIONAL NEGLIGENCE, TO SMALL-CLAIMS CASES, OR TO THE OTHER CLAIMS LISTED IN SECTION 18.3. YOU MAY OPT OUT OF THIS ENTIRE SECTION WITHIN 30 DAYS — SEE SECTION 18.9 AND SCHEDULE B.

18.1 Talk to us first — informal resolution. Before starting an arbitration or a lawsuit, the party raising a dispute must send the other a written **Notice of Dispute** describing the dispute and the relief sought, to the address in Section 24.9 (for PMDNA) or to your account email (for you). The parties will then attempt in good faith to resolve it informally for **sixty (60) days**, including a telephone or video conference on request. This step is a condition precedent to filing, and the limitations period on the claim is tolled while it runs. **This requirement does not delay or restrict any claim excluded by Section 18.3, and it does not apply to a request for emergency injunctive relief.**

18.2 Agreement to arbitrate. If informal resolution does not succeed, you and PMDNA agree that any dispute, claim or controversy arising out of or relating to this Agreement or the Services — under contract, tort, statute, fraud, misrepresentation or any other legal theory, and whether arising before, during or after termination — will be resolved by **binding individual arbitration**, except for the claims excluded by Section 18.3. This Agreement evidences a transaction involving interstate commerce and the **Federal Arbitration Act** governs the interpretation and enforcement of this Section.

18.3 What is NOT arbitrated. This Section does **not** apply to, and the following may be brought in court:

(a) **Any claim for medical malpractice, professional negligence, wrongful death, or personal injury arising out of the provision of health care services**, whether against PMDNA, a Provider, or a laboratory. These claims are governed by the law of the state in which the services were furnished, including any applicable pre-suit notice, affidavit-of-merit, expert-review or screening-panel requirements. **PMDNA does not ask you to arbitrate a malpractice claim, and no provision of this Agreement should be read as an arbitration agreement governed by a state medical-malpractice arbitration statute.**

(b) Any claim that qualifies for **small claims court** in your county of residence or ours, so long as it stays there and remains individual.

(c) Any claim for **public injunctive relief** brought under a state consumer-protection statute, to the extent that claim cannot lawfully be waived or compelled to arbitration — including under **McGill v. Citibank, N.A.** in California. Such a claim proceeds in court, and the remaining claims may proceed in arbitration.

(d) Any claim of infringement or misappropriation of intellectual property, or an application for **temporary or preliminary injunctive relief** to prevent unauthorized access, use or disclosure of data.

(e) Any complaint, charge or report to a government agency, licensing board or attorney general, and any proceeding brought by such a body.

(f) Any claim that a court of competent jurisdiction determines cannot be compelled to arbitration under applicable law, including under the **Ending Forced Arbitration of Sexual Assault and Sexual Harassment Act**.

18.4 Class action and representative waiver. ARBITRATION AND LITIGATION UNDER THIS SECTION WILL BE ON AN INDIVIDUAL BASIS ONLY. Neither you nor PMDNA may bring a claim as a plaintiff or class member in a class, collective, consolidated or representative proceeding, and the arbitrator may not consolidate claims or preside over any form of class or representative proceeding. The arbitrator may award relief only to the individual party seeking it and only to the extent necessary to provide relief on that party's individual claim. **If this Section 18.4 is found unenforceable as to a particular claim or request for relief, then that claim or request — and only that claim or request — is severed from the arbitration and proceeds in court, and the remainder of this Section 18 continues to apply to all other claims.**

18.5 How arbitration works. The arbitration will be administered by the **American Arbitration Association ("AAA")** under its **Consumer Arbitration Rules** in effect when the demand is filed, as modified by this Section. If the AAA is unavailable or declines to administer, the parties will agree on a substitute administrator, or a court may appoint one. The rules are at **adr.org**, or call 1-800-778-7879. A single neutral arbitrator will be selected under the AAA rules. The arbitrator may award any individual relief

a court could award, including statutory damages and attorneys' fees where a statute provides for them, and must issue a written reasoned award. Judgment on the award may be entered in any court of competent jurisdiction.

18.6 **Where and how it happens — your convenience.** You may elect to have the arbitration conducted **(a)** by telephone or videoconference, **(b)** by written submissions only, or **(c)** in person in the county where you live or another mutually agreed location. **PMDNA will not ask you to travel outside your home county.** Hearings on claims under $25,000 will be conducted remotely or on documents unless you request otherwise.

18.7 **Who pays.** PMDNA will pay all **AAA filing, administrative and arbitrator fees** for any claim you bring, other than the initial consumer filing fee, which PMDNA will reimburse to you if the arbitrator does not find your claim frivolous under the standard of Federal Rule of Civil Procedure 11(b). Each party otherwise bears its own attorneys' fees, **except** where a statute or the arbitrator's award provides otherwise. **Nothing in this Section requires you to pay fees you would not have to pay in court, and if it did, that requirement is void.**

18.8 **Coordinated and mass filings.** If 25 or more demands of a substantially similar nature are filed against PMDNA by or with the assistance of the same counsel or coordinated entity within a 90-day period, the parties will ask the AAA to administer them in **staged batches of no more than 50**, with a single arbitrator per batch and a bellwether process, and the limitations period on the unbatched demands is tolled. This provision exists to make resolution faster and cheaper for everyone; **it does not limit any individual claimant's right to an individual determination on the merits.**

18.9 YOUR RIGHT TO OPT OUT OF ARBITRATION

You may **opt out of this Section 18 in its entirety** by notifying us within **thirty (30) days** of the date you first accept this Agreement. To opt out, either **(a)** check the opt-out box in the acceptance block of this document, or **(b)** send a written notice containing your name, the email address on your account, and the statement "I opt out of the PMDNA arbitration agreement," to the Legal Department at the address in Section 24.9, or by email to the address given there. **Schedule B is a ready-to-use form.**

Opting out costs you nothing. It will not affect your access to the Services, your fees, your care, or any other part of this Agreement, and we will not retaliate. If you opt out, disputes are resolved in court under Section 19, and the class action waiver in Section 18.4 does not apply to you. If you have previously opted out of a prior version of this Section, that opt-out remains effective.

18.10 **Who decides what.** The arbitrator decides all issues of arbitrability and the interpretation, applicability, enforceability and formation of this Section, **except** that a **court** — not an arbitrator — decides **(a)** the enforceability, scope and application of the class action and representative waiver in Section 18.4, and **(b)** whether a claim falls within an exclusion in Section 18.3.

18.11 **Survival and severability.** This Section survives termination of this Agreement and closure of your account. If any part of this Section other than Section 18.4 is found unenforceable, that part is severed and the rest continues in effect. If Section 18.4 is found unenforceable in its entirety with respect to all claims, then **this entire Section 18 is null and void** and disputes proceed in court under Section 19.

18.12 **No shortened deadlines.** Nothing in this Agreement shortens any statute of limitations or filing deadline that applies to a claim you may bring. Any provision that would have that effect is void.

SECTION 19

Governing Law and Venue

19.1 **Governing law.** This Agreement is governed by the laws of the **[State of Governing Law]**, without regard to its conflict-of-laws rules, **except** that **(a)** the Federal Arbitration Act governs Section 18, and **(b)** all matters relating to the practice of medicine, professional licensure, informed consent, the standard of care, medical-record retention, and health and genetic privacy are governed by the law of the **state in which you were physically located when the services were furnished**.

19.2 **Consumer-protection savings clause. Nothing in Section 19.1 deprives you of the protection of any mandatory consumer-protection provision of the law of the state where you reside.** If the law of your state would give you a right or remedy that the chosen law would not, the law of your state applies to that right or remedy.

19.3 **Venue.** For any dispute not subject to arbitration, the parties consent to the exclusive jurisdiction of the state and federal courts located in **[County, State]**, **except** that you may always bring a claim in the courts of the county where you reside, and any claim excluded by Section 18.3(a) may be brought where the law of the relevant state provides.

SECTION 20

Mobile Applications and App Store Terms

20.1 **Device requirements and data charges.** The application requires a compatible device, an internet connection, and current operating-system software. Carrier message and data rates may apply and are your responsibility.

20.2 **Apple App Store.** If you obtained the application from the Apple App Store: this Agreement is between you and PMDNA only, not Apple; PMDNA — not Apple — is solely responsible for the application and its content, maintenance, support, and any warranty; in the event of a failure to conform to any warranty, you may notify Apple and Apple will refund the purchase price, and to the maximum extent permitted by law Apple has no other warranty obligation; PMDNA, not Apple, is responsible for addressing any claim that the application infringes intellectual property rights; and Apple and its subsidiaries are **third-party beneficiaries** of this Agreement and may enforce it against you. You represent that you are not located in a country subject to a U.S. Government embargo or designated as a "terrorist supporting" country, and that you are not on any U.S. Government prohibited-party list.

20.3 **Google Play.** If you obtained the application from Google Play, your use is also subject to the Google Play Terms of Service, and PMDNA — not Google — is responsible for the application.

SECTION 21

Export Control, Sanctions and Government Users

21.1 **Export and sanctions.** You will comply with U.S. export-control and sanctions laws, including the Export Administration Regulations and the regulations of the Office of Foreign Assets Control. You may not use or export the Services in violation of those laws.

21.2 **U.S. Government users.** The Services are "commercial computer software" and "commercial computer software documentation" under FAR 12.212 and DFARS 227.7202. Government users acquire only the rights stated in this Agreement.

SECTION 22

Force Majeure

22.1 **Events beyond control.** Neither party is liable for a failure or delay in performance caused by an event beyond its reasonable control — natural disaster, epidemic, war, terrorism, civil unrest, labor action, utility or telecommunications failure, internet or cloud-provider outage, cyberattack, or governmental action. **This Section does not excuse PMDNA from its obligations under the HIPAA Security Rule's contingency-planning requirements (45 CFR § 164.308(a)(7)), from breach notification, or from providing you access to your health record.**

SECTION 23

Accessibility, Language Access and Nondiscrimination

23.1 **Nondiscrimination.** PMDNA and its Providers do not discriminate on the basis of race, color, national origin, sex, age or disability, consistent with **Section 1557 of the Affordable Care Act**, Title VI, Section 504 of the Rehabilitation Act and the Americans with Disabilities Act.

23.2 **Language assistance and auxiliary aids.** Language assistance services and auxiliary aids and services are available **free of charge**. Contact us using Section 24.9 to request an interpreter, a translated document, or an accessible format. We work toward conformance with **WCAG 2.1 Level AA** and welcome accessibility reports.

23.3 **Grievances.** A Section 1557 grievance may be filed with our Civil Rights Coordinator at the address in Section 24.9, or with the HHS Office for Civil Rights at ocrportal.hhs.gov.

SECTION 24

General Provisions

24.1 **Entire agreement.** This Agreement, together with the **Patient Agreement**, the **Notice of Privacy Practices**, the **Privacy Policy**, and any order form or plan description presented to you at purchase, is the entire agreement between you and PMDNA regarding the Services and supersedes all prior understandings about that subject matter.

24.2 Severability. If any provision is held invalid, illegal or unenforceable, it is modified to the minimum extent necessary to make it enforceable, or severed if it cannot be, and the remainder of this Agreement continues in full force. **A provision held unenforceable in one state remains enforceable in every other state where it is lawful.**

24.3 No waiver. A failure or delay in enforcing a provision is not a waiver of it. A waiver is effective only if in writing and signed by the waiving party.

24.4 Assignment. You may not assign this Agreement. PMDNA may assign it in connection with a merger, acquisition, reorganization or sale of assets, **subject to HIPAA's requirements governing the transfer of protected health information and to any applicable state genetic-privacy statute restricting the transfer of genetic data.** We will give you notice of any such assignment.

24.5 Relationship of the parties. Nothing creates a partnership, joint venture, employment or agency relationship between you and PMDNA, or between PMDNA and any Provider.

24.6 Third-party beneficiaries. Except as Section 20.2 provides for Apple, there are no third-party beneficiaries of this Agreement.

24.7 Survival. Sections 3.3, 3.4, 5, 8, 10, 11, 13.4, 15, 16, 17, 18, 19 and 24 survive termination, as do any provisions that by their nature should survive.

24.8 Notices and headings. We may give notice by email to the address on your account, by in-app notice, or by posting in the Services. You give notice to us in writing at the address below. Headings are for convenience only and do not affect interpretation. This Agreement is drafted in English; any translation is for convenience, and **the English version controls except where state law requires otherwise, including California Civil Code § 1632 for contracts negotiated primarily in Spanish, Chinese, Tagalog, Vietnamese or Korean**, in which case a translated copy will be provided.

24.9 CONTACT INFORMATION

	CONTACT
Legal Department (notices, arbitration opt-out, Notice of Dispute)	Equilibria Diagnostics, LLC d/b/a PMDNA · Attn: Legal Department · [Street Address] · [City, State ZIP] · [legal@ email]
Privacy Officer (HIPAA, records, privacy rights)	[Privacy Officer Name] · [privacy@ email] · [phone]
Patient services / billing / cancellation	[support@ email] · [phone] · [hours] — cancellation is also available in your account settings
DMCA designated agent	[agent name] · [dmca@ email] · same mailing address
Civil Rights Coordinator (Section 1557)	[name] · [civilrights@ email] · [phone]
HHS Office for Civil Rights	ocrportal.hhs.gov/ocr/portal/lobby.jsf · 1-800-368-1019 · TDD 1-800-537-7697

Schedule A — State-Specific Consumer Disclosures

These disclosures supplement the body of this Agreement for residents of the listed states. Where a state disclosure conflicts with the body of this Agreement, the state disclosure controls for residents of that state. This Schedule is maintained by PMDNA compliance and updated as law changes.

A-1 CALIFORNIA

- **Complaint assistance (Civil Code § 1789.3).** The Complaint Assistance Unit of the Division of Consumer Services of the California Department of Consumer Affairs may be contacted in writing at **1625 North Market Blvd., Suite N 112, Sacramento, CA 95834**, or by telephone at **(800) 952-5210**.
- **Automatic renewal (Bus. & Prof. Code §§ 17600 et seq., as amended by AB 2863).** Renewal terms are presented clearly and conspicuously in visual proximity to the acceptance control, affirmative consent to the auto-renewal is obtained separately, an acknowledgment is sent, renewal reminders are provided at the statutory intervals, and cancellation is available online in the same manner as enrollment without any retention obstacle. See Sections 12.3 and 12.4.
- **Public injunctive relief (McGill v. Citibank).** A claim for public injunctive relief under the CLRA, UCL or FAL is excluded from arbitration and proceeds in court. See Section 18.3(c).
- **Civil Code § 1668.** This Agreement does not exempt PMDNA from responsibility for fraud, willful injury, or violation of law. See Section 16.4.
- **Medical malpractice arbitration (CCP § 1295).** PMDNA does **not** ask patients to arbitrate medical malpractice claims. Because malpractice claims are excluded by Section 18.3(a), this Agreement is not a contract subject to CCP § 1295 and the notice and 30-day rescission provisions of that statute are not triggered.
- **Translated contracts (Civil Code § 1632).** If this Agreement was negotiated primarily in Spanish, Chinese, Tagalog, Vietnamese or Korean, a translated copy will be provided before signature on request.
- **Privacy.** California residents have rights under the CCPA/CPRA as to non-exempt personal information; PHI held by a covered entity or business associate is exempt and is governed by HIPAA and the Patient Agreement. Genetic data is additionally protected by the Genetic Information Privacy Act and Civil Code § 56.18.

A-2 NEW JERSEY

- **Truth-in-Consumer Contract, Warranty and Notice Act (N.J.S.A. 56:12-14 et seq.).** No provision of this Agreement is intended to violate the TCCWNA. For New Jersey consumers, any provision limiting liability, disclaiming warranties, requiring indemnification, or waiving a right applies **only to the extent permitted by New Jersey law**, and any provision that is void or unenforceable under New Jersey law is void as to New Jersey consumers.
- **Atalese v. U.S. Legal Services Group.** The arbitration agreement in Section 18 states in plain language, and in a conspicuous form on the first page of this Agreement, that you are waiving the right to sue in court and the right to a jury trial for covered claims.

A-3 OTHER STATES

STATE	DISCLOSURE
New York	Automatic renewal of a service contract requires clear and conspicuous disclosure and advance written notice of renewal (Gen. Bus. Law § 527-a). Cancellation is available online. New York consumers retain all rights under GBL §§ 349 and 350.
Illinois	The Automatic Contract Renewal Act and the Biometric Information Privacy Act apply. PMDNA does not collect biometric identifiers through the Services without separate written consent that satisfies BIPA § 15(b).
Colorado, Connecticut, Virginia, Utah, Texas, Oregon, Montana and other comprehensive-privacy states	Consumer rights of access, correction, deletion, portability and opt-out apply to non-exempt personal information; PHI and information covered by HIPAA is exempt and governed by the Patient Agreement.
Washington and Nevada	The My Health My Data Act and NRS 603A consumer-health-data provisions apply to consumer health data not otherwise exempt as PHI, including their consent, authorization and geofencing restrictions.
Massachusetts	Nothing in this Agreement waives any right under M.G.L. c. 93A. Any provision purporting to do so is void as to Massachusetts residents.
Florida	Genetic information is the property of the person tested; DNA samples are destroyed on request as described in Part IV of the Patient Agreement. Automatic-renewal disclosure requirements under Fla. Stat. § 501.165 apply.

STATE	DISCLOSURE
All states	Where a provision of this Agreement is unenforceable under the law of your state, it is severed as to you and the remainder applies. **No provision limits a right you have under the law of your state that cannot be waived by contract.**

Schedule B — Arbitration Opt-Out Form

Use this form to opt out of Section 18 (Dispute Resolution, Arbitration and Class Action Waiver). You may also simply check the opt-out box in the acceptance block. Opting out costs nothing and changes nothing else about your account, your care, or your fees.

Deadline. Your opt-out must be sent within **thirty (30) days** of the date you first accepted this Agreement. If we amend Section 18, you get a fresh 30-day window as to the amended version.

Where to send it. By email to **[legal@ email]** with the subject line "Arbitration Opt-Out," or by mail to **Equilibria Diagnostics, LLC d/b/a PMDNA, Attn: Legal Department, [Street Address], [City, State ZIP]**. Keep a copy. We will confirm receipt within 10 business days; if you do not hear from us, contact patient services.

"I opt out of the PMDNA arbitration agreement."

FULL LEGAL NAME
\ooname\

ACCOUNT EMAIL ADDRESS
\ooemail\

MAILING ADDRESS
\ooaddr\

DATE OF ACCEPTANCE OF THE EULA
\oodate1\

\ooprint\
PRINTED NAME

\oosig\
SIGNATURE

\oodate2\
DATE

Acceptance

Complete this block if this Agreement is being executed by signature — for example when it is sent through DocuSign together with the Patient Agreement. If you accepted online by clicking "I agree," that click-acceptance is equally binding and this block is not required.

By signing below I confirm that: I have had the opportunity to read this entire Agreement, including **Section 18 (Arbitration and Class Action Waiver)** and **Section 16 (Limitation of Liability)**; I understand that except for the claims excluded by Section 18.3 — **which include medical malpractice and professional negligence claims** — I am agreeing to resolve disputes by individual arbitration and am waiving my right to a jury trial and to participate in a class action as to those claims; I understand I may opt out of Section 18 within 30 days at no cost; and I am at least 18 years of age or am signing as an authorized representative.

ARBITRATION ELECTION

Section 18 — Arbitration and class action waiver

Check **I AGREE** to accept Section 18. Check **I DECLINE** to opt out of Section 18 now — this is the same as sending the Schedule B form, it takes effect immediately, and it has **no effect on anything else in this Agreement, on your fees, or on your care.** If you leave this blank, you are treated as having accepted Section 18, and your 30-day opt-out window under Section 18.9 still runs.

☐ **I AGREE / OPT IN** \arby\

☐ **I DECLINE** \arbn\

USER

\euname\ — **PRINTED NAME**

\eusig\ — **SIGNATURE**

\eudate\ — **DATE**

EMAIL ADDRESS ON ACCOUNT
\euemail\

DATE OF BIRTH (IDENTITY CONFIRMATION)
\eudob\

STATE OF RESIDENCE
\eustate\

AUTHORIZED REPRESENTATIVE (COMPLETE ONLY IF SIGNING ON BEHALF OF ANOTHER PERSON)

\erepname\ — **PRINTED NAME OF REPRESENTATIVE**

\erepsig\ — **REPRESENTATIVE SIGNATURE**

\erepdate\ — **DATE**

RELATIONSHIP TO THE USER
\ereprel\

DESCRIPTION OF AUTHORITY TO ACT (E.G. PARENT, LEGAL GUARDIAN, AGENT UNDER POWER OF ATTORNEY)
\erepauth\

Schedule C — Implementation Notes (Administrative)

For the person deploying this Agreement. Delete this page from the signer-facing version.

BEFORE FIRST USE

- Fill every bracketed placeholder: **[State of Governing Law]**, **[County, State]**, addresses, and all email addresses in Section 24.9 and Schedule B.
- Choose the governing-law state deliberately. Section 19.2 preserves the consumer's home-state protections regardless, which is what makes a single chosen law defensible in all fifty states.
- Confirm the AAA Consumer Arbitration Rules are still the right administrator and that PMDNA is registered on the **AAA Consumer Clause Registry** — AAA will refuse to administer consumer cases under an unregistered clause.
- Wire the **click-acceptance flow** so it is a true clickwrap: the full text is presented or one click away, the acceptance button is adjacent to the terms, and the acceptance event is logged with timestamp, IP and version hash. Browsewrap will not be enforced in most circuits.
- Implement the auto-renewal flow described in Section 12.3 — **separate affirmative consent to the renewal, an acknowledgment, reminders, and an online cancel control** — before selling any subscription. This is the single most-litigated consumer issue in the document.
- Build the 30-day opt-out intake so opt-outs are logged against the account and honored automatically in any later dispute.
- Have counsel confirm Section 18.3(a) matches how you want malpractice exposure handled, and confirm the professional-liability carrier is comfortable with it.

DOCUSIGN ANCHORS IN THIS DOCUMENT

ANCHOR	FIELD TYPE	RECIPIENT	NOTES
\arby\ \arbn\	Radio group (2 options)	User	Section 18 election — required
\euname\ \eusig\ \eudate\	Text / Sign Here / Date Signed	User	Acceptance block
\euemail\ \eudob\ \eustate\	Email / Date / Dropdown	User	Identity and state — state drives Schedule A
\erepname\ \erepsig\ \erepdate\ \ereprel\ \erepauth\	Text / Sign Here / Date / Text ×2	Representative	Conditional — only when signing for another person
\ooname\ \ooemail\ \ooaddr\ \oodate1\ \ooprint\ \oosig\ \oodate2\	Text ×4 / Text / Sign Here / Date	User	Schedule B opt-out form — all optional, set "Ignore if not present"

Envelope design. Send this EULA and the Patient Agreement as **two documents in one DocuSign envelope**, EULA second. Both reference each other; executing them together makes the incorporation-by-reference in Section 3 and in Part I of the Patient Agreement clean and removes any argument that the incorporated terms were not available at signing.