

Services Agreement, Purchase Policy and Medical Disclaimer

Preserve Your Fertility, LLC (PYF) is a concierge medical practice, located at 2188 Jog Road, Greenacres, FL 33415, that also offers physician-provision and consumer access of specific laboratory test services, consulting services, and counseling services. Each aspect and service we provide has a unique disclaimer for Purchasers of any of the specific services and is expressed when and as services are rendered, prior to their implementation. Preserve Your Fertility, LLC (PYF) is owner and operator of SecureYourFertility.com and the Secure Your Fertility App (Application).

Specifically, by accessing our testing application and services, users agree to be bound by all terms and conditions of the guidelines set out in this Disclaimer. Do not consult this site, any of our related websites, or application, or make purchase unless you agree not to hold PYF liable.

By utilizing ANY or ALL of our services, you agree to the following:

You are over the age of 18;

The information you submit while purchasing a lab test or consultation with us is truthful and accurate;

You will not copy any images, text or structure from this site;

You will use the site according to instructions and intended use;

You understand that we will email you related to your account and/or the Service;

You agree to not use this site and related Application and services for illegal purposes; and

You will abide by our Services Agreement, Purchase Policy and Medical Disclaimer for the following, specific to our laboratory test purchasing service.

We offer specific laboratory services for wellness monitoring. This service, tests, or any products found on our site, our related Application are not intended to diagnose, treat, or cure disease. We give no warranty that any of our services will prevent disease or are completely accurate. All material is provided for educational purposes only and is not intended to be a substitute for a physician's consultation. It is solely your responsibility to evaluate the accuracy, completeness and usefulness of all opinions, advice, services, merchandise and other information provided. PYF shall not be liable for any cost or damage arising either directly or indirectly from any transactions conducted or information conveyed on this site or related applications. As an extension of our concierge medical practice and consultation services, PYF offers certain labs as a courtesy and convenience to our customers who may follow this action with a consultation specific to it. However, we specifically disclaim any expressed or implied warranties or merchantability of fitness for any particular usage, application or purpose. PYF does not render diagnosis or give specific medical advice for a particular test ordered by a consumer and the purchase of the test alone does not substitute for seeing your own physician. You are encouraged to expressly and specifically consult with a physician if your results are out of range and your purchase of any of our convenient or discounted laboratory test(s), in itself does not in any way formulate a formal or unique doctor-patient relationship with PYF. PYF does not recommend self-diagnosis or self-medication, and no information within this site or related Application presented by PYF or its associates may be construed or interpreted as recommending self-diagnosis or self-medication. You may request, schedule, and pay for a separate educational consultation with PYF, as this is available to you and will not occur automatically without your specific request.

If a laboratory test you select to order for your monitoring is outside normal range, you may be encouraged to see a physician. Many tests, to be validated, will need to be repeated at the discretion of a physician. Laboratory test results may vary depending upon age, sex, time of day blood sample is

taken, diet, medications, and the limits of modern technology. A single laboratory test or group of tests cannot guarantee good health and status. False positive test results, false negative test results, and indeterminate test results are possible. Testing by our medical staff only constitutes a partial evaluation of your state of health and does not represent a diagnosis or treatment of disease or status.

Individuals with medical conditions or any condition needing medical supervision assume full responsibility for obtaining professional medical assistance. All users of our site, related Application and other services are strongly encouraged to consult and work closely with an experienced health-care practitioner regarding any symptoms, abnormal health screens or medical conditions.

Preserve Your Fertility shall not be liable to you or anyone else for any loss or injury caused in whole or in part by procuring, compiling, interpreting, delivering or reporting information through this site, our Application, or related services. In no event shall PYF be liable to you or anyone else for any decisions made or action taken or not taken by you in reliance of such information. Material placed online by users does not represent medical advice and we make no representation with respect to the accuracy, reliability, timeliness, completeness, or usefulness of the contents.

You further understand that any of the information offered on the site, related Application and services may change at any time without notice.

You understand that, although we make our best effort to get you your results in a timely manner, there is no guarantee as to how long it will take to receive your results.

You understand that Preserve Your Fertility is unable to provide CPT or ICD 10 codes and does not accept insurances for any aspect of our concierge medical practice, consumer laboratory services, or consulting services.

Please note the following states do not allow consumer purchase of laboratory services and this aspect of our business is prohibited in New York, New Jersey, and Rhode Island, thus we will not be able to process an order in those states. Separate consultation and counseling services may be available which you may contact customer service for this availability.

The users of this site, our Application or related services and sites agree to indemnify, defend, and hold harmless Preserve Your Fertility, its officers, directors, medical providers, employees, agents, licensor's, suppliers, and any third party information providers to this site, our Application, or related services from and against all losses, expenses, damages and costs, including reasonable attorneys' fees, resulting from any violation of these Services Agreement and Disclaimer. You agree that any statute or law to the contrary, any claim or cause of action that you may wish to assert related in any manner to the Service must be filed within one (1) year after such claim or cause of action accrued or be forever barred.

This site, related Application and services shall be governed by and construed in accordance with the laws of the State of Florida without giving effect to any principles or conflicts of law.

REFUND:

Payment for all services are due at time services are rendered. We accept no insurance for any of our services, concierge medical practice, consumer laboratory test purchasing services, consulting services and counseling services. With regard to testing services, your order may be cancelled or refunded as

long as your specimen has not been collected, within 30 days of purchase. During this 30 day period, if you choose to cancel, you will be charged a \$25 processing fee.

CONSENT:

I hereby authorize Preserve Your Fertility to, with the appropriate safeguards, disclose necessary health information about me to its staff and agents, the applicable physician(s), and the laboratories that perform services requested by me for the purposes stated below. This authorization applies to the use and disclosure of the following information about me: all information in request(s) submitted by me and the laboratory test values/results/information which are the result of the request(s) so submitted. Without your written consent, we do not share your information with other third parties such as health insurance companies unless required to do so by order of law. Please refer to our HIPAA policy and thus this authorization evidences my informed decision to allow release of the information to the parties referenced in this authorization. This authorization is effective immediately and will expire 10 years after the date of this authorization. My written revocation must be submitted to the privacy officer at the address above.

We also have listed for your review and agreement our Privacy Policy, Terms of Service Agreement, and HIPAA policy.