



## Member Agreement

**Important: This is a contract.** Read this carefully before accessing or using the ReviveHealth™ Platform. By accessing or using the program, you acknowledge that:

1. You have read this agreement,
1. You understand it, and
1. You accept and agree to be bound by its terms.

If you do not agree, do not understand, or do not accept this agreement, please do not create a ReviveHealth™ Member account, and do not access the Platform. If you have questions or concerns, contact us at [hello@revive-healthcare.com](mailto:hello@revive-healthcare.com).

### What is Revive?

#### Section 1

The ReviveHealth™ website and mobile application (collectively, the “Platform”) allow You to remotely access virtual Primary, Urgent and Pediatric Care, virtual Physical Therapy, Mental Health, Well-being and Health Promotion, and Pharmacy Care.

### Membership and Fees

#### Section 2

1. **Membership.** Under the terms of this Agreement, ReviveHealth will provide you with the following services in exchange for a fee (the “Membership Fee”). Your access to the Program is conditional on (1) your acceptance of and agreement to the terms of this Agreement and (2) the Membership Fee.

**2.11 Virtual Medical Care.** Members will have access to the following Virtual Medical Care:

- i. You will have access to a qualified medical care provider from your computer, smartphone, or tablet
- i. You will access these virtual medical care services at no out of pocket cost (there are no deductibles, copays, coinsurance claims or bills)
- i. You have 12 virtual primary care visits per member per year as well as 12 pediatric care visits per child per year

- a. Pediatric care is for ages 2+
- a. Appointments can be scheduled and in some instances are available as early as the same day
- a. Primary Care appointments are available Monday-Friday from 8:00 AM – 5:00 PM EST
- a. You have the option to see the same providers every time
- i. You have 12 virtual urgent care visits per adult member per year
  - a. Appointments are available within less than 20 minutes
  - a. Appointments are available 24 hours a day, 7 days a week, 365 days a year
- i. You have 12 Mental Health therapy visits per adult member per year
  - a. Mental Health therapy is available for adults & adolescents ages 12+
  - a. Appointments can be scheduled within 1-3 days
  - a. Behavioral Health Therapists are available 24 hours a day 7 days a week
- i. You have 12 virtual Physical Therapy visits per adult member per year
  - a. Physical Therapy visits are available for adults 18+ (and children age 16+ with an adult's verbal consent)
  - a. Virtual Physical Therapy is available to help with Neck, Back, Knee, Hip, Shoulder, and Elbow pain
  - a. Therapy appointments can be scheduled within 1-3 days and if available you can request a session the same day with the first available therapist
  - a. Appointments are available Monday-Friday, 10am-8pm EST
  - a. All child visits count towards the adult membership visit limit
  - a. You have the option to see the same therapist every time

## **2.12 In-Person Care Services**

- i. Receive your annual flu shot with a voucher (accessible through your member portal) redeemable through CVS MinuteClinic
- i. Receive a discount voucher for 15% off in-person visits to any CVS MinuteClinic (accessible through your member portal)
- i. You will receive 1 free lab per year. If your doctor orders lab work, orders will be sent to the nearest Quest or LabCorp facility where you can have the lab work completed.
- i. If you require additional labs, discounted pricing will apply with discounts of up to 80%, See Appendix B for the types of labs available. You can pay for the lab directly, use your HSA or FSA card, or submit the claim to your major medical insurance provider.

**2.13 Pharmacy Care.** ReviveHealth™ has established a pharmacy program that is designed to save Members and employers significant money on over 400 of the most commonly prescribed generic medications. In addition, the Members can

receive discounts on brand name medication. The features of the ReviveHealth™ pharmacy program include:

- i. Over 400 generic medications are included and available with your membership. A list of these medications can be found by accessing your ReviveHealth member portal.
- i. If your virtual doctor prescribes you an included medication, it will be processed via mail order pharmacy and delivered to your home within 3-5 days
- i. Your first monthly shipment is covered with your membership. If an additional order is needed within the month, there is a low shipment fee of \$5.
- i. If you are currently taking a medication that is on our list and you would like to transfer it to our mail order pharmacy to receive the medication at no charge, access your Member Portal and refer to the My Medications page.
- i. If your provider orders an urgent medication or brand medication that is sent to your local pharmacy, our discount card can be used to receive discounts of up to 80% off. The card is available to print or download on your ReviveHealth portal.
- i. You have access to other generic medications via our Tier 2 generic medication list, you will pay a discounted price for these medications.
- i. A pharmacist is available at 888-770-4009 Monday - Friday from 8am-5pm EST or via email at [revive@manifestrx.com](mailto:revive@manifestrx.com).

**2.14 Mental Health Services.** We offer the following Mental Health Services to all Members:

- i. Mental health status assessment with customized advice as part of our overall wellness assessment
- i. Access to self-care information including online, self-guided coaching
- i. Members will have access to personalized mental health therapy including twelve (12) sessions per year for the Value, Care and Plus plan.

**2.15 Well-being and Health Promotion.** The Membership Fee includes:

- i. Up to four 30-minute personal health coaching sessions (Individual and Sponsored Plus offering)
- i. A Health Risk Assessment recognized by the National Committee for Quality Assurance (“NCQA”), which will be used to provide them with customized advice to guide them on a path to wellness
- i. Access to discounted lab work if ordered by your doctor from our list of lab tests. Individual and Sponsored Plus members receive one (1) free lab test per year from our list of lab tests as ordered by their doctor
- i. Access to self-care information including online, self-guided coaching

i. Annual flu shot (Individual and Sponsored Plus offering)

1. **Membership Add-Ons.**

a. **Telemedicine visits for children.** Children between the ages of 2 and 17 years old are covered for free with an adult membership. You must register your child in your account prior to initiating a visit. Please review our Privacy Policy for information regarding how we will protect your child's information that you share with us.

## Membership Fee and Payment

### Section 3

1. **Membership Fee.** ReviveHealth charges a recurring monthly membership fee based on your selection of the Value, Care or Plus offering. These plans range from \$28.50 - \$48.50 monthly for individuals (the "Membership Fee"). Your employer may choose to sponsor you in a ReviveHealth plan up to and including the full monthly amount for your membership. If your employer has fully sponsored you, there are no monthly membership fees for your ReviveHealth™ membership. ReviveHealth may update the Membership Fee(s) from time to time, but you will not be charged the updated fee until your membership renews the following month after you have been notified. **Please note that by signing up for a ReviveHealth™ Membership and submitting your first payment you are agreeing to be responsible for the monthly Membership Fee.**

**Payment.** ReviveHealth accepts payment via credit or debit card. By enrolling in the ReviveHealth™ membership program, ***you authorize ReviveHealth to initiate recurring automated charges to your chosen payment method each month at the then-current monthly rate until you cancel or terminate your membership.*** We will always let you know ahead of time if our fees have changed since your last renewal, and you will have the option to cancel your account before we charge you the new fee. By enrolling in a ReviveHealth™ membership, you authorize ReviveHealth to maintain your payment information that you submit to Us. You can update your payment information using the ReviveHealth "ReBot" Member assistant or calling us at 888-220-6650.

1. ***No Refunds. ReviveHealth abides by a strict no-refund policy, including in the event of termination of your membership by ReviveHealth if you breach this agreement, the Terms of Use, or the Privacy Policy. By entering into this Agreement, you agree and understand that you are permanently waiving the right to seek or claim any refund of the Membership Fee.***

## Membership Term & Terminating Your Membership

### Section 4

1. **Membership Term.** Your membership and this agreement will be effective as soon as you create your account, accept these terms, and submit your first monthly Membership Fee payment. Your membership will be effective for one (1) month (the “Initial Term”). At the end of each month, your membership will automatically renew for another month (each a “Renewal Term”) unless you tell us you want to cancel prior to your account being charged the then-current Membership Fee. See our payment terms for automatic payment information. If you do not want to renew your membership, please contact us at [help@revive-healthcare.com](mailto:help@revive-healthcare.com) or call 888-220-6650.

1. **Terminating your Membership.** If you do not wish for your membership to renew, please email us at [help@revive-healthcare.com](mailto:help@revive-healthcare.com) or call us 888-220-6650. Your termination will be effective as of the last day of your then-current membership term. **If you choose not to renew before the end of the Initial Term or any Renewal Term, your membership will not terminate until the expiration of the then-current month, and you will still be responsible for the Membership Fee for that month.** Revive may immediately terminate your membership at any time at its discretion upon written notice to you, which may be sent via email. However, the provisions of this Agreement concerning indemnification, non-disclosure, Confidential Information, Intellectual Property, disclaimer of warranties, and limitation of liability shall survive the termination of this Agreement. Upon expiration or termination of this Agreement for any reason, (a) Your access to the Portal and all Revive materials and information will cease; and (b) Revive’s obligations under this Agreement will also cease.

1. **Promotional Material.** ReviveHealth may, from time to time, ask you to provide a testimonial about your experience as a ReviveHealth Member (each, a “Testimonial”) and ReviveHealth may share your Testimonial for marketing or other purposes. Before sharing, we will anonymize your Testimonial by using your initials or first name only unless you give us permission to share your identity. You represent and warrant that any Testimonials that you make will be correct, accurate, and truthful. Further, by providing a Testimonial you license to ReviveHealth the right to use the Testimonials and your first name and initials to use, broadcast, distribute, and exhibit in any form, now or later developed, including publications for promotion on website entries and social media sites. You irrevocably and permanently waive any right to royalties or other compensation arising from or related to our use of your Testimonial, first name, and initials.

1. **Terms of Use and Privacy Policy.** The ReviveHealth Terms of Use and Privacy Policy are part of this agreement. You must review each in detail and agree to each prior to finalizing your membership and paying your Membership Fee.

## General Contract Terms

### Section 5

1. **Integration.** This agreement, along with the Terms of Use, Privacy Policy, and any additional terms or policies incorporated by reference, represents the entire agreement between You and ReviveHealth concerning your membership, and this Agreement supersedes and replaces any prior proposal, representation, promise or understanding relating to your membership, whether oral or written.

1. **Electronic Signature.** By clicking “I Agree” and paying the Membership Fee, you understand that doing so constitutes an electronic signature and forms a legally binding agreement between you and ReviveHealth.

1. **Waiver; Binding Effect; Counterparts.** If ReviveHealth chooses not to enforce any provision of this agreement, doing so will not constitute a waiver of the future enforcement of that provision or any other provision. You and ReviveHealth (the “Parties”) represent and warrant that you are both authorized to execute this agreement and that this agreement, and all of its terms and provisions will be binding upon and inure to the benefit of the Parties and their heirs, legal representatives, successors, and assigns. This agreement may be executed in any number of separate documents, all of which make up your agreement with ReviveHealth. Facsimile and pdf copies of signatures shall serve as originals.

**5.4 Governing Law and Jurisdiction.** This Agreement and any disputes relating to this Agreement will be governed and construed in accordance with the laws of the United States of America and the State of Delaware, without regard for its conflicts of laws principles. Jurisdiction and Venue for any dispute concerning, involving, or in any way related to this Agreement shall lie exclusively in the federal and state courts of Delaware. The Parties expressly waive any objections to such jurisdiction and venue and irrevocably consent and submit to the personal and subject matter jurisdiction of such courts in any action or proceeding. However, this Agreement and/or any court order or judgment arising out of or related hereto shall be enforceable in every state and worldwide.

***By completing the enrollment process, you acknowledge that you understand and agree to the terms of this agreement, including those related to Membership Fee and Payment, and our No Refund Policy.***