

MED CONNECT PHARM, LLC

PROVIDER TERMS AND CONDITIONS

(For licensed healthcare professionals only)

Last Updated: [MONTH] [DAY], 2025

These Provider Terms and Conditions ("Terms") govern your access to and use of Med Connect Pharm, LLC's online ordering platforms, products, and services. By creating an account, accessing our platform, or ordering MCP products, you agree to be bound by these Terms.

PLEASE READ THESE TERMS CAREFULLY. BY CREATING AN ACCOUNT OR USING MCP SERVICES, YOU ACKNOWLEDGE THAT YOU HAVE READ, UNDERSTOOD, AND AGREED TO BE BOUND BY THESE TERMS. IF YOU DO NOT AGREE, YOU MAY NOT ACCESS OR USE MCP PRODUCTS OR SERVICES.

Med Connect Pharm, LLC ("MCP," "we," "us," or "our") provides certain products and services to licensed healthcare professionals ("Provider," "you," or "your") in accordance with these Terms.

1. ELIGIBILITY & PROVIDER REPRESENTATIONS

1.1 Licensing Requirement

Provider represents and warrants that they maintain an active, valid, and unrestricted professional license (e.g., physician, nurse practitioner, physician assistant, registered nurse, chiropractor, naturopath, or other healthcare license) issued by a U.S. state or regulatory authority. Provider agrees to use MCP products only within their lawful scope of practice and in compliance with applicable state and federal regulations.

1.2 Scope of Use

Provider agrees to use MCP products solely for clinical or research purposes within the legal scope of their professional licensure, and assumes all responsibility for ensuring that

any product ordered from MCP is used in a manner consistent with federal, state, and local law, including but not limited to:

- FDA regulations
- State medical board rules
- State pharmacy board rules
- Controlled substances regulations (if applicable)

MCP does not control or supervise Provider's clinical decision-making and plays no role in patient assessment, prescribing, dosing, protocols, or treatment plans.

1.3 Accuracy of Provider Information

Provider agrees to supply accurate and complete information during account creation and ordering, including license details, NPI (if applicable), facility address, and personnel credentials. Provider must immediately notify MCP of any change in licensure status, disciplinary action, or restrictions.

1.4 Provider Responsibility for Compliance

Provider acknowledges that MCP does not provide legal or regulatory guidance and that Provider is solely responsible for determining whether use of any product complies with all applicable laws. Provider affirms that:

- They have independently reviewed regulatory requirements
- They understand the risks associated with ordering research compounds
- MCP is not liable for Provider's failure to comply with regulatory requirements

1.5 No Legal Advice

Provider acknowledges MCP does not provide legal advice regarding FDA rules, pharmacy regulations, medical board requirements, or the legality of product use. Provider agrees to consult qualified legal counsel for compliance questions.

1.6 Compliance Certification

Upon request, Provider agrees to certify in writing that they:

- Are operating within legal boundaries;
- Have obtained informed consent from patients when required;
- Have reviewed regulatory status of all ordered products;
- Are maintaining proper patient records and documentation.

MCP reserves the right to conduct periodic audits of Provider compliance.

2. PRODUCT STATUS ACKNOWLEDGEMENTS

Provider understands and agrees to the following:

2.1 Non-FDA-Approved Products

Certain MCP products – including peptides, APIs, lyophilized compounds, and research materials – may not be FDA-approved for human use or may be approved only for specific indications not applicable to Provider's intended use.

2.2 Research Use Only (RUO) Products

Some MCP products are labeled “For Research Use Only”, “Not for Human Use”, or similar designations. For these products:

- MCP does not authorize, promote, or endorse clinical use
- MCP provides no warranty regarding suitability for human administration
- Provider assumes 100% responsibility for determining regulatory implications

2.3 Provider Assumption of Responsibility

Provider assumes full responsibility for:

- The application, dosing, and use of MCP products

- Any off-label, experimental, or human use
- Verification of regulatory status before administration
- Ensuring proper handling, compounding, and reconstitution (if applicable)

2.4 No Regulatory Warranty

Provider acknowledges MCP makes no representations or warranties regarding:

- FDA approval status
- Permitted uses of products
- Clinical efficacy
- Safety in human subjects
- Compliance with Provider's state laws

2.5 Independent Verification Requirement

Provider agrees to independently verify:

- Regulatory status of each product
- Whether product use is allowed within their state
- Patient disclosures required by law
- Storage, stability, and compounding requirements

3. PATIENT CONSENT REQUIREMENTS

Provider must obtain informed consent from all patients before administering any MCP product where consent is required by law, including (but not limited to):

3.1 Required Disclosures

Provider shall inform patients of:

- (a) The regulatory status of the product (including RUO or non-FDA-approved status);
- (b) The nature of potential risks, side effects, and benefits;
- (c) Experimental, off-label, or investigational status (if applicable);
- (d) Alternatives, if any;
- (e) The patient's right to ask questions and decline treatment.

3.2 Documentation

Provider must maintain comprehensive documentation of consent in patient medical records, as required by law.

3.3 MCP Non-Involvement

Provider acknowledges MCP is not involved in:

- Patient selection
- Diagnostic decisions
- Protocol creation
- Dosing recommendations
- Medical guidance

MCP's role is limited to product distribution.

4. ACCOUNT ELIGIBILITY, ACCESS & ORDER PROCESSING

4.1 Account Registration

To access MCP products and services, Provider must create an online account and provide:

- Full legal name

- Professional license information
- NPI (if applicable)
- Facility address
- Contact information
- Tax identification information (if required)

Provider represents that all submitted information is accurate and complete.

4.2 Account Approval

MCP reserves the right, in its sole discretion, to:

- Approve or deny any Provider account
- Request additional credentials or documentation
- Require verification of licensure or identity
- Suspend or terminate accounts for compliance reasons

No order will be processed until Provider's account is approved.

4.3 Authorized Users

Provider is responsible for ensuring that only authorized personnel access the MCP platform. Provider agrees to:

- Maintain strict confidentiality of login credentials
- Prevent unauthorized access by employees, contractors, or third parties
- Accept liability for all orders placed using Provider's account credentials

If unauthorized access is suspected, Provider must notify MCP immediately.

4.4 Ordering Requirements

Placing an order constitutes Provider's declaration that:

- Provider has legal authority to purchase the product
- Provider assumes responsibility for verifying regulatory status
- The product will be used in a lawful manner
- All information provided in the order is accurate

4.5 Order Review & Acceptance

All orders placed through MCP are subject to acceptance or rejection by MCP. MCP may decline an order at any time for reasons including, but not limited to:

- Regulatory concerns
- Product availability issues
- Inconsistencies in Provider information
- Safety concerns
- Suspicious or fraudulent activity

4.6 Shipment & Delivery

MCP will ship products to the address provided by Provider. Provider acknowledges and agrees that:

- Shipping times are not guaranteed
- MCP is not responsible for delays caused by carriers or regulatory holds
- Provider is responsible for ensuring that someone is available to receive packages requiring refrigeration, signature, or special handling
- Provider must inspect products upon delivery and report issues within 48 hours

4.7 Cold-Chain Requirements

If a product requires refrigeration or controlled-temperature storage:

- Provider must ensure proper equipment is available

- MCP is not liable for product degradation due to improper handling after delivery
- Provider assumes all responsibility once the shipment is delivered

4.8 Returns & Refunds

Due to the sensitive nature of MCP products:

- All sales are final
- MCP does not accept returns, exchanges, or refunds
- MCP may, at its discretion, replace products damaged during transit if reported within 48 hours and accompanied by evidence

4.9 Right to Audit

MCP reserves the right to audit Provider compliance, including:

- Review of licensure
- Compliance with applicable regulations
- Proper documentation of product use
- Verification of storage and handling procedures

Failure to cooperate may result in suspension or termination of Provider's account.

5. WARRANTY, LIMITATION OF LIABILITY & INDEMNIFICATION

5.1 Limited Product Warranty

MCP warrants only that its products will:

- Substantially conform to the specifications provided at time of sale

- Be packaged, labeled, and shipped in accordance with MCP procedures

MCP makes no other warranties, express or implied.

5.2 No Clinical or Regulatory Warranty

Provider acknowledges MCP makes no representations and provides no warranty regarding:

- FDA approval status
- Suitability for human use
- Efficacy or outcomes
- Compliance with Provider's state regulations
- Safety, sterility, purity, or performance beyond stated specifications

Provider assumes full responsibility for determining whether MCP products are lawful, safe, and appropriate for use.

5.3 Disclaimer of Implied Warranties

To the maximum extent permitted under Wyoming law:

- All implied warranties are disclaimed
- MCP expressly disclaims warranties of merchantability, fitness for a particular purpose, and non-infringement

5.4 Limitation of Liability

To the fullest extent permitted by law:

MCP's total liability shall not exceed the amount paid by Provider for the specific product at issue.

MCP is not liable for:

- Indirect, incidental, exemplary, punitive, or consequential damages

- Loss of profits, revenue, business, or data
- Claims arising from Provider misuse or misapplication
- Claims related to RUO products used in humans
- Provider negligence or deviation from standard of care

These limitations apply even if MCP has been advised of the possibility of damages.

5.5 Provider Indemnification

Provider agrees to defend, indemnify, and hold harmless MCP, including its:

- Members
- Managers
- Employees
- Contractors
- Vendors
- Affiliated entities

...from any and all claims, suits, liabilities, damages, losses, regulatory actions, investigations, fines, penalties, or attorney's fees arising from:

1. Provider's use, misuse, or misinterpretation of MCP products
2. Provider's violation of federal, state, or local laws
3. Provider's off-label, experimental, or human application of non-approved products
4. Provider's negligence, malpractice, or failure to obtain informed consent
5. Storage, handling, or shipment issues occurring after delivery
6. Any representation, protocol, or claim made by Provider to patients

This section survives termination of this Agreement.

6. CONFIDENTIALITY, DATA USE & PRIVACY

6.1 Confidential Information

“Confidential Information” includes:

- Pricing
- Vendor lists
- Supply chain relationships
- Formulations
- Product specifications
- Account details
- Internal MCP communications
- Operational procedures
- Business strategies

Provider agrees not to disclose, copy, distribute, or misuse MCP Confidential Information.

6.2 Permitted Disclosures

Confidential Information may be disclosed only:

- To Provider’s employees who require access
- To legal or regulatory authorities if required by law (with prior notice to MCP unless prohibited)
- With MCP’s express written consent

6.3 Data Collection & Use

By using MCP platforms, Provider consents to MCP's collection and processing of:

- Provider contact information
- Ordering history
- License and NPI data
- IP and device information
- Communications with MCP support

MCP may use this data for:

- Order fulfillment
- Compliance verification
- Fraud prevention
- Product improvement
- Legal obligations

6.4 No Sale of Provider Data

MCP does not sell Provider data to third parties.

6.5 Electronic Communications

Provider consents to receiving:

- Email notifications
- Order confirmations
- Regulatory updates
- Platform announcements

Provider may update communication preferences within their account.

7. PRIVACY POLICY, ELECTRONIC SIGNATURES & DIGITAL CONSENT

7.1 Privacy Policy Incorporation

Provider acknowledges and agrees that MCP's Privacy Policy is incorporated into these Terms by reference. MCP may update its Privacy Policy at any time, and Provider's continued use of MCP services constitutes acceptance of the updated policy.

7.2 Collection of Personal and Professional Data

To facilitate account creation, ordering, compliance verification, and shipping, MCP may collect Provider's:

- Name and contact information
- Professional license details
- NPI, DEA number (if applicable), and state of licensure
- Business address and shipping address
- Ordering and transaction history
- Payment information
- Communication logs with MCP support
- IP address, device data, and platform usage metrics
- Provider consents to such collection and acknowledges this information may be used to:
 - Process orders
 - Verify eligibility
 - Meet regulatory obligations
 - Prevent fraud

- Improve MCP systems and services

7.3 Protection of Provider Information

MCP uses commercially reasonable administrative, physical, and technical safeguards to protect Provider data. However, MCP cannot guarantee absolute security and makes no warranties regarding:

- Prevention of unauthorized access
- Interruption-free service
- Protection from cyberattacks, data breaches, or malicious activity

Provider acknowledges these inherent risks and agrees that MCP is not liable for damages arising from unauthorized access to Provider data.

7.4 Electronic Signatures

Provider agrees that their electronic signature—including but not limited to:

- Clicking “I Agree”
- Checking a box
- Entering their name
- Uploading a signature image
- Signing via touchscreen

—constitutes a valid and legally binding signature under the:

- Wyoming Uniform Electronic Transactions Act
- Federal ESIGN Act
- Federal UETA

All electronic signatures have the same legal effect as handwritten signatures.

7.5 Consent to Electronic Communications

Provider consents to receive electronic communications from MCP, including:

- Order confirmations
- Compliance requests
- Policy updates
- Notifications regarding product changes
- Account-related notices

Provider agrees that such electronic communications satisfy any legal requirement that notices be in writing.

8. RELATIONSHIP OF PARTIES, ASSIGNMENT & FORCE MAJEURE

8.1 Independent Parties

Provider and MCP are independent contracting parties. Nothing in these Terms creates:

- A partnership
- Joint venture
- Employer-employee relationship
- Agency relationship
- Fiduciary relationship

Provider acknowledges:

- MCP does not practice medicine
- MCP does not supervise Provider's clinical decisions

- MCP does not influence patient care, diagnosis, treatment, or prescribing

8.2 No Agency or Authority to Bind

Provider may not:

- Represent themselves as an agent, employee, or legal representative of MCP
- Bind MCP to any agreement
- Make any statements or representations on behalf of MCP
- Suggest MCP endorses Provider's protocols, marketing, claims, or clinical activities

8.3 Assignment

Provider may not assign, transfer, or delegate:

- Their account
- Rights under this Agreement
- Obligations or liabilities

...without MCP's express written consent.

MCP may assign its rights or obligations to a successor entity, affiliated company, or acquiring party without Provider consent.

8.4 Force Majeure

MCP shall not be liable for delays, failures, or inability to fulfill obligations due to events beyond its reasonable control, including:

- Acts of God
- Natural disasters
- War, terrorism, civil unrest
- Supply chain disruptions

- Manufacturing interruptions
- Power outages
- Carrier delays
- Government actions or regulatory enforcement
- Labor shortages

Provider agrees that MCP is excused from performance during such events.

8.5 Survival of Obligations

Sections pertaining to:

- Liability
- Indemnification
- Confidentiality
- Warranty disclaimers
- Governing law
- Arbitration

...will continue to remain in effect even after termination.

9. TERM, SUSPENSION & TERMINATION

9.1 Term of Agreement

This Agreement begins on the earlier of:

- The date Provider creates an MCP account, or
- The date Provider places their first order

...and continues unless terminated in accordance with these Terms.

9.2 MCP Right to Suspend or Terminate

MCP may, with or without notice, suspend or permanently terminate Provider's access for reasons including:

- Violation of these Terms
- Providing false or misleading information
- Misuse of MCP products
- Failure to comply with legal or regulatory requirements
- Chargebacks, fraudulent payment activity, or suspicious account behavior
- Safety or compliance concerns
- Aggressive, abusive, or unsafe conduct toward MCP staff
- Compromise of account security

Suspension or termination may occur immediately if required by law or for safety reasons.

9.3 Provider Right to Terminate

Provider may terminate their MCP account at any time by submitting written notice to MCP's support email. All outstanding obligations—including payment for fulfilled orders—remain enforceable.

9.4 Effect of Termination

Upon termination:

- Provider's access to the MCP platform is revoked
- Provider may no longer purchase MCP products
- MCP may retain Provider data as required by law
- Any indemnification and confidentiality obligations survive termination

9.5 No Refunds Upon Termination

Provider agrees that:

- Termination does not entitle Provider to a refund
- All product sales remain final
- Outstanding payments remain due

9.6 Right to Deny Future Access

MCP reserves the right to deny Provider future access to:

- MCP ordering platforms
- New account creation
- Any MCP-affiliated services

...at MCP's sole discretion.

10. GOVERNING LAW, ARBITRATION & DISPUTE RESOLUTION

10.1 Governing Law

These Terms shall be governed exclusively by and construed in accordance with the laws of the State of Wyoming, without regard to:

- Conflict-of-law principles
- Choice-of-law rules
- The laws of any other jurisdiction

Provider agrees that Wyoming law controls all disputes involving:

- MCP products
- MCP services
- This Agreement
- Provider's use of the MCP platform

10.2 Mandatory Binding Arbitration

ANY DISPUTE, CLAIM, OR CONTROVERSY ARISING OUT OF OR RELATING TO:

- These Terms
- MCP products or services
- Provider's use of MCP products
- Any order, transaction, or shipment
- Any communication between Provider and MCP

...SHALL BE RESOLVED SOLELY THROUGH FINAL AND BINDING ARBITRATION.

The arbitration shall:

- Take place in Casper, Wyoming
- Be conducted by a neutral arbitrator mutually selected by the parties
- Utilize the rules of the American Arbitration Association (AAA) or a similar forum

10.3 Waiver of Jury Trial

TO THE MAXIMUM EXTENT PERMITTED BY LAW, PROVIDER WAIVES ANY RIGHT TO A JURY TRIAL.

10.4 Individual Claims Only

Provider agrees that disputes will be resolved individually, and that:

- Class actions,
- Class arbitrations,
- Representative actions, and
- Consolidated actions

...are expressly waived and prohibited.

10.5 Attorney Fees

In any arbitration or enforcement action arising from this Agreement, the prevailing party shall be entitled to recover:

- Reasonable attorney fees
- Expert witness fees
- Arbitration costs
- Other related legal expenses

10.6 Injunctive Relief

MCP may seek injunctive relief (court order) in Wyoming courts for:

- Misuse of confidential materials
- Violations of intellectual property rights
- Unauthorized resale or diversion of MCP products
- Threats to patient/public safety

This is the one exception to mandatory arbitration.

11. ADDITIONAL LEGAL TERMS

11.1 Entire Agreement

This Agreement constitutes the entire agreement between MCP and Provider. It supersedes all prior:

- Discussions
- Emails
- Drafts
- Understandings
- Verbal assurances

11.2 Amendment & Modification

MCP may revise these Terms at any time. Continued use of MCP products or services constitutes acceptance of the updated Terms.

Provider may not modify or amend this Agreement without MCP's express written consent.

11.3 Severability

If any provision of these Terms is found unenforceable:

- The unenforceable provision shall be modified to the least extent necessary
- All remaining provisions shall remain in full force and effect

11.4 No Waiver

Failure by MCP to enforce any provision does not constitute a waiver of that provision or any other rights.

11.5 Notices

All notices to MCP shall be sent to:

Med Connect Pharm, LLC

5830 E 2nd St Ste 7000

Casper, WY 82609

Email:info@medconnectrx.com

Notices to Provider will be sent to the email address or mailing address on file.

11.6 Non-Reliance

Provider agrees they are not relying on:

- Statements by MCP representatives
- Marketing materials
- Third-party testimonials
- Claims made by other providers

Provider relies solely on:

- Their professional judgment
- Independent research
- Legal and clinical due diligence

11.7 Intellectual Property

All MCP:

- Trademarks
- Logos
- Brand names
- Product names
- Documents
- Packaging

- Website materials

...are the exclusive property of Med Connect Pharm, LLC.

Provider may not:

- Reproduce
- Modify
- Resell
- Distribute
- White-label
- Reverse-engineer

...MCP intellectual property without written authorization.

11.8 No Third-Party Beneficiaries

Nothing in this Agreement creates rights for any third party.

11.9 Headings

Headings are for convenience and do not affect legal interpretation.

12. CHANGES TO TERMS

MCP may revise or replace these Terms at any time. If MCP makes material changes:

- Provider will be notified via email or platform notice
- Provider's continued use of MCP products constitutes acceptance

If Provider does not agree to updated Terms, Provider must:

- Stop using MCP products

- Notify MCP in writing
- Terminate their account

All outstanding obligations survive termination.

13. SIGNATURE & AGREEMENT

By signing below, Provider acknowledges and agrees that:

- They have read this Agreement in full
- They understand all rights and obligations
- They agree to be bound by these Terms
- They have the legal authority to sign on behalf of their clinic/company

PROVIDER

Provider Name: _____

License Type: _____

License Number: _____

State of Licensure: _____

NPI Number (if applicable): _____

By: _____

(Provider Signature)

Printed Name: _____

Title: _____

Date: _____

MED CONNECT PHARM, LLC

5830 E 2nd St Ste 7000

Casper, WY 82609

Authorized Representative Signature: _____

Printed Name: _____

Title: _____

Date: _____

Effective Date: _____