

# Optimus Health Solutions Terms of Use Agreement

*(For customers using the Optimus Health Solutions platform)*

**Effective Date: [January 2026]**

**Optimus Health Solutions, LLC ("Optimus," "Optimus HS" "we," "our," or "us")**

This Optimus Health Solutions Terms of Use Agreement (the "**Agreement**") is a binding agreement between you ("**Customer**", "**User**", "**Patient**" or "**you**") and Optimus Health Solutions, LLC. ("**Company**" or "**Optimus Health Solutions**"). This Agreement governs your use of the Optimus Health Solutions platform ("Platform"), including our website, web app, delivery coordination services, and accompanying software, services, applications (including its mobile app) and solutions, (including all related documentations). Access, collection or use of any personal or identifying information provided by or on behalf of Customer by the Solution will be handled via and subject to the Optimus Health Solutions [Privacy Policy](#).

BY REGISTERING WITH OPTIMUS HEALTH SOLUTIONS, (WHETHER THROUGH ITS WEBSITE, MOBILE APP OR OTHERWISE) FOR THE SOLUTION (OR ANY COMPONENT THEREOF), YOU HEREBY (A) ACKNOWLEDGE THAT YOU HAVE READ AND UNDERSTAND THIS AGREEMENT; (B) REPRESENT THAT YOU ARE 13 YEARS OF AGE OR OLDER; AND (C) ACCEPT THIS AGREEMENT (ON BEHALF OF YOU, YOUR ORGANIZATION AND ANY OF YOUR AUTHORIZED USERS (AS DEFINED), AND AGREE THAT YOU ARE LEGALLY BOUND BY ITS TERMS. IF YOU DO NOT AGREE TO THIS AGREEMENT, DO NOT REGISTER OR USE THE SOLUTION.

OPTIMUS HEALTH SOLUTIONS RESERVES THE RIGHT TO MODIFY THIS AGREEMENT AT ANY TIME. UPDATED TERMS WILL BE POSTED ON THE PLATFORM WITH A REVISED EFFECTIVE DATE.

YOUR CONTINUED USE OF THE PLATFORM AFTER THE EFFECTIVE DATE OF THE REVISED AGREEMENT CONSTITUTES ACCEPTANCE OF THE UPDATED TERMS.

*IN ALL CASES, YOU UNDERSTAND AND ACKNOWLEDGE THAT THIS AGREEMENT AND THE TERMS BELOW LIMIT YOUR RIGHTS AND REMEDIES WITH REGARD TO YOUR ACCESS AND USE OF THE SOLUTION AND ANY ISSUES YOU MAY EXPERIENCE WITH THE SOLUTION.*

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## 1. Access and Use

Optimus Health Solutions is *not* a pharmacy. We provide a technology platform that allows users to:

- request prescription delivery
- submit prescription transfer or refill requests
- schedule healthcare services at local pharmacies or participating independent pharmacies
- communicate preferences and delivery instructions

All prescriptions and clinical services are fulfilled solely by licensed pharmacies. Optimus does not practice pharmacy, medicine, or provide healthcare advice.

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## 2. User Responsibilities

- General. Customer is responsible and liable for all uses of the Solution and Documentation resulting from access provided by Customer, directly or indirectly, whether such access or use is permitted by or in violation of this Agreement. Without limiting the generality of the foregoing, Customer is responsible for all acts and omissions of Authorized Users, and any act or omission by an Authorized User that would constitute a breach of this Agreement if taken by Customer will be deemed a breach of this Agreement by Customer. Customer shall request delivery for prescriptions legally issued to you.
- Customer Data. Customer or its Authorized Users agree to provide accurate personal information needed for pharmacy verification (e.g. Name, Date of Birth, contact info), Customer Data, including addresses for use in connection with providing you with a reliable and seamless service in its sole discretion. All access to, processing, collection or use of personal information pertaining to a Customer or that of its Authorized Users will be managed as described in the [Privacy Policy](#).
- Eligibility: To use our platform, you must be at least 13 years old, provide accurate information, and agree to these terms and conditions.
- Compliance: Customer agrees to use the service in compliance with all applicable local and federal laws and regulations, including HIPAA (See [Privacy Policy](#))
- Termination: We may suspend or terminate customer access to the Optimus Health Solutions platform or services for any suspicious fraudulent activities, policy violations, safety concerns or any activity we deem inappropriate or abuse of the platform.

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## 3. Delivery Services

Delivery is performed by independent contractor drivers.

Delivery times may vary based on pharmacy readiness, distance, and weather.

Optimus is not responsible for delays caused by pharmacies, prescription availability or errors made by prescribers or pharmacies.

If a pharmacy is unable to fulfill a prescription request due to medication being out of stock, unavailable, or otherwise not ready for pickup, any delivery-related fees charged by Optimus Health Solutions will be refunded to the original payment method.

Prescription copays, medication costs, or fees charged directly by the pharmacy are not collected or controlled by Optimus and are subject to the pharmacy's own policies.

Refunds will not apply where a delivery attempt has already been made or where delays or cancellations are caused by inaccurate information provided by the user.

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## 4. Fees and Payments

At the time-of-service request, Customer must submit a valid form of payment for the payment of the applicable fees for the chosen service solution. Payments are processed securely through third-party payment processors. By submitting payment, you authorize Optimus to charge your selected method.

Certain features of the Platform may require payment of fees, which may include, but are not limited to, delivery fees, distance-based fees, service fees, surge or rush-hour fees, and other applicable charges (collectively, “Fees”). All applicable Fees will be clearly disclosed to you prior to completing a request, and you will have the opportunity to review and accept such Fees before payment is submitted.

Optimus Health Solutions does not set, collect, or control prescription copays, medication prices, or pharmacy-specific charges, which are determined solely by the pharmacy and your insurance provider.

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### Payment Authorization

By submitting a request through the Platform, you authorize Optimus Health Solutions (or its third-party payment processor) to charge your selected payment method for all applicable Fees associated with the requested service.

Payments are processed securely through third-party payment processors. Optimus does not store full payment card information and is not responsible for errors or interruptions caused by payment processors.

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### Refunds and Out-of-Stock Situations

If a pharmacy is unable to fulfill a prescription request due to medication being out of stock, unavailable, or not ready for pickup, **any delivery-related Fees charged by Optimus will be refunded to the original payment method**, provided that a delivery attempt has not already occurred.

Fees will not be refunded in cases where:

- A delivery attempt has already been made
- Delays or cancellations result from inaccurate or incomplete information provided by the user
- The pharmacy fulfills the prescription(s) but the user is unavailable or refuses delivery

Prescription copays, medication costs, or fees charged directly by pharmacies are subject to the pharmacy’s own policies and are not refundable by Optimus.

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### Failed or Incomplete Deliveries

If a delivery cannot be completed due to circumstances outside Optimus Health Solutions' control, including but not limited to pharmacy delays, user unavailability, incorrect delivery information, weather conditions, or safety concerns, Optimus reserves the right to retain applicable Fees to cover operational costs incurred.

### **Pricing Changes**

Optimus Health Solutions reserves the right to modify Fees at any time. Any changes will apply prospectively and will be disclosed prior to submission of a new request. Continued use of the Platform after Fee changes constitutes acceptance of the updated pricing.

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## **5. Privacy**

Your data is handled according to our:

- **Privacy Policy** (see [Privacy Policy](#))
- **HIPAA Policy** (see [Privacy Policy](#))

We implement administrative, technical, and physical safeguards to protect PHI.

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## **6. No Medical Advice**

Optimus does not provide medical, pharmaceutical, or clinical advice. Questions regarding your medications must be directed to your pharmacy or prescriber.

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## **7. Intellectual Property and Platform Ownership**

Optimus Health Solutions, LLC exclusively owns and retains all rights, title, and interest in and to the Platform, including the website, mobile applications, software, systems, interfaces, workflows, databases, designs, logos, trademarks, content, and all related intellectual property and proprietary materials (collectively, the "Platform").

Subject to your compliance with this Agreement, Optimus grants you a limited, non-exclusive, non-transferable, revocable license to access and use the Platform solely for its intended purposes.

You may not, and you agree not to permit any third party to:

- Copy, reproduce, modify, distribute, sell, lease, sublicense, or create derivative works from any part of the Platform
- Reverse engineer, decompile, disassemble, or attempt to discover the source code or underlying systems of the Platform

- Scrape, harvest, extract, or otherwise collect data, content, or information from the Platform using automated or manual means
- Circumvent, disable, or interfere with security-related features or access controls
- Use the Platform in a manner that competes with or harms Optimus Health Solutions or its partners

All rights not expressly granted to you are reserved by Optimus Health Solutions. Unauthorized use of the Platform may result in suspension or termination of access and may subject you to legal action.

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## 8. Legal Terms and Conditions

### **Arbitration and Class Action Waiver**

Any dispute, claim, or controversy arising out of or relating to this Agreement, the Platform, or the Services shall be resolved by **binding arbitration** administered by the American Arbitration Association in accordance with its Commercial Arbitration Rules.

Arbitration shall take place on an individual basis, and not as a class, collective, consolidated, or representative action.

YOU AND OPTIMUS HEALTH SOLUTIONS AGREE THAT EACH MAY BRING CLAIMS AGAINST THE OTHER ONLY IN AN INDIVIDUAL CAPACITY AND NOT AS A PLAINTIFF OR CLASS MEMBER IN ANY PURPORTED CLASS OR REPRESENTATIVE PROCEEDING

### **Limitation of Liability / Damages Cap**

To the fullest extent permitted by law, Optimus Health Solutions shall not be liable for any indirect, incidental, special, consequential, or punitive damages, including loss of profits, data, goodwill, or business interruption, arising out of or related to your use of the Platform or Services.

In no event shall Optimus Health Solutions' total aggregate liability exceed the total amount of fees paid by you to Optimus in the twelve (12) months preceding the event giving rise to the claim.

### **Indemnification Clause**

You agree to defend, indemnify, and hold harmless Optimus Health Solutions, its officers, directors, employees, contractors, and partners from and against any claims, damages, liabilities, losses, and expenses (including reasonable attorneys' fees) arising out of or related to:

- Your use or misuse of the Platform
- Any violation of this Agreement
- Any inaccurate, unlawful, or unauthorized information you submit
- Any request made on behalf of another individual without proper authority

### **Force Majeure**

Optimus Health Solutions shall not be liable for any delay or failure to perform resulting from causes beyond its reasonable control, including but not limited to acts of God, natural disasters, pandemics,

labor disputes, power or internet outages, governmental actions, pharmacy closures, or transportation disruptions.

#### **Account Suspension/Termination**

Optimus Health Solutions reserves the right, in its sole discretion, to suspend or terminate your access to the Platform at any time, with or without notice, if we believe you have violated this Agreement, engaged in fraudulent or unsafe behavior, provided inaccurate information, or misused the Platform. Upon termination, your right to access the Platform immediately ceases. Termination does not relieve you of obligations incurred prior to termination.

#### **Assignment Clause**

You may not assign or transfer this Agreement, in whole or in part, without prior written consent from Optimus Health Solutions.

Optimus Health Solutions may assign this Agreement without restriction in connection with a merger, acquisition, corporate restructuring, or sale of assets.

#### **Disclaimer**

Our Platform is provided “**as is**” without warranties of any kind. We do not guarantee uninterrupted service.

- Limitation of Liability: To the fullest extent permitted by law, Optimus HS is not liable for lost profits, damages from delays, pharmacy errors, driver actions outside our control

#### **Severity and Waiver**

If any provision of this Agreement is held to be invalid or unenforceable, the remaining provisions shall remain in full force and effect.

The failure of Optimus Health Solutions to enforce any right or provision shall not constitute a waiver of such right or provision.

## **9. Governing Law**

This Agreement, and any dispute, claim, or controversy arising out of or relating to this Agreement, the Platform, or the Services, shall be governed by and construed in accordance with the laws of the State of New Jersey, without regard to its conflict of laws principles.

Except where resolved through binding arbitration as set forth in this Agreement, any legal action or proceeding arising out of or relating to this Agreement shall be brought exclusively in the state or federal courts located within the State of New Jersey, and you hereby consent to the personal jurisdiction and venue of such courts.

You agree that any claim or cause of action arising out of or related to use of the Platform or Services must be filed within one (1) year after such claim or cause of action arose, or be forever barred, to the fullest extent permitted by law

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## 10. Contact Us

Optimus Health Solutions, LLC

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+1 (973) 961 1345

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