

SIMONONE MEMBERSHIP TERMS AND CONDITIONS

Last Updated: November 1, 2021

These simonONE Membership Terms and Conditions ("**Membership Terms**") apply to your membership and subscription to a simonONE subscription service, as described in more detail in Section 1 of these Membership Terms (each, a "**Membership Service**"), that is provided by the physician practice entities identified in Section 1 of these Membership Terms and administered by SimonMed Imaging MSO, LLC (collectively and as applicable, "**SimonMed**," "**we**," "**us**" or "**our**").

Your access to and use of the simonONE website is subject to the [SimonMed Website Terms of Service](#) ("**Website Terms**"), which are incorporated herein by reference. These Membership Terms set forth additional terms and conditions that are applicable to your membership and subscription to the Membership Service you select ("**Membership**"), and constitute additional terms and conditions as further described in Section 16(a) of the Website Terms.

PLEASE READ THESE MEMBERSHIP TERMS AND THE WEBSITE TERMS CAREFULLY, INCLUDING THE MANDATORY ARBITRATION PROVISION IN SECTION 13 OF THE WEBSITE TERMS, WHICH REQUIRES THAT DISPUTES BE RESOLVED BY FINAL AND BINDING ARBITRATION ON AN INDIVIDUAL BASIS, NOT A CLASS-WIDE OR CONSOLIDATED BASIS. IF YOU DO NOT WISH TO BE SUBJECT TO ARBITRATION, YOU MAY OPT OUT OF THE ARBITRATION PROVISION BY FOLLOWING THE INSTRUCTIONS PROVIDED IN SECTION 13 OF THE WEBSITE TERMS.

BY SUBMITTING PAYMENT FOR A MEMBERSHIP TO A MEMBERSHIP SERVICE OR RECEIVING SERVICES IN CONNECTION WITH A MEMBERSHIP SERVICE, YOU AGREE TO BE BOUND BY THESE MEMBERSHIP TERMS AND ALL TERMS INCORPORATED BY REFERENCE. IF YOU DO NOT AGREE TO THESE MEMBERSHIP TERMS IN THEIR ENTIRETY, DO NOT SUBMIT PAYMENT FOR A MEMBERSHIP TO ANY MEMBERSHIP SERVICE OR RECEIVE ANY SERVICES IN CONNECTION WITH A MEMBERSHIP SERVICE.

For information about how we collect, use, share, and otherwise process information your Protected Health Information (as defined under the United States Health Insurance Portability and Accountability Act of 1996 or "HIPAA"), please see our [HIPAA – Notice of Privacy Practices](#). For information about how we collect, use, share, and otherwise process other information about you, please see our [Privacy Policy](#).

If you have any questions about these Membership Terms or any of the Membership Services, please contact us at info@simonone.com.

1 Membership Services

SimonMed offers several different types of Membership Services. You must select the type of Membership Service to which you would like to subscribe when you purchase a Membership. The specific services that you will be eligible to receive as part of your Membership to a Membership Service will depend on the specific Membership Service that you select for your Membership.

Membership Service	Services included:
simonONE Whole Body	<ul style="list-style-type: none">• one (1) annual whole body magnetic resonance imaging ("MRI") scan; and• one (1) telehealth session related to such scan.
simonONE Whole Body Plus	<ul style="list-style-type: none">• one (1) annual whole body magnetic resonance imaging ("MRI") scan with advanced liver and prostate imaging; and one (1) telehealth session related to such scan.

Note that the services you receive as part of your Membership to a Membership Service are separate and apart from the services you receive from SimonMed outside of the scope of your Membership to such Membership Service.

All services included in your Membership to a Membership Service will be provided by the SimonMed affiliate that operates in the state in which you receive such services. **Membership Services may be available only in the following states: Arizona, California, Colorado, Florida, Illinois, Kentucky, Nevada, Texas and New York. You must be able to receive services at one of the SimonMed locations listed here <https://www.simonmed.com/locations>.**

Below is a list of the SimonMed radiology practices that will provide services to you as part of your Membership to a Membership Service based on the state in which you receive such services:

- Arizona: SMI Imaging, LLC
- California: Health Diagnostics of California, PC
- Colorado: SMI Imaging, LLC
- Florida: SimonMed Imaging Florida, LLC
- Illinois: Howard Simon, M.D., PLLC
- Kentucky: SMI Imaging, LLC
- Nevada: SMI Imaging, LLC
- Texas: SMI Imaging, LLC
- New York: Howard John Simon, M.D. P.C.

Note that SMI Imaging, LLC will manage your Membership under these Membership Terms on behalf of SimonMed, regardless of the state and location in which you receive services as part of your Membership to a Membership Service.

2 Membership Fees

SimonMed charges an annual membership and subscription fee for each Membership Service (each, the "**Annual Fee**"). The Annual Fee for each Membership Service may vary and may be modified by SimonMed from time to time pursuant to Section 5 of these Membership Terms. All Annual Fees are shown in U.S. dollars and applicable taxes and other charges, if any, are additional.

The Annual Fee and other amounts, if any, associated with your Membership to a Membership Service is not a covered or reimbursable benefit under any health insurance or other healthcare benefit plan, such as a Health Savings Account or Flexible Spending Account. You acknowledge that you will not be able to submit the Annual Fee or any other amounts associated with your Membership to a Membership Service for coverage or reimbursement under any health insurance or other healthcare benefit plan and that you will be responsible for paying all amounts due and payable to SimonMed in connection with your Membership.

3 Billing and Payment Information

When you purchase a Membership to a Membership Service, we will invoice you for the Annual Fee and other amounts, if any, associated with your Membership. Payment instructions will be included in such invoice.

By providing a credit card or other payment method that we accept, you (a) represent and warrant that you are authorized to use the designated payment method; (b) authorize us, or our third-party payment processor, to charge your designated payment method for the total amount included in your invoice; and (c) agree to bear any additional charges that your bank or other financial service provider may levy on you in connection with such payment. All payments made are non-refundable and non-transferable except as expressly provided in these Membership Terms.

If you have any concerns or objections regarding any payments or charges related to your Membership to a Membership Service, you will first notify SimonMed of such concerns or objections. You will not cancel or reject any

credit card or other payment method (or any third-party payment processing charges) unless you have made a reasonable attempt to resolve the issue directly with SimonMed first.

SimonMed reserves the right not to process or to cancel your payment in certain circumstances – for example, if your designated payment method is declined, if we suspect your Membership request or payment is fraudulent, or in other circumstances SimonMed deems appropriate in its sole discretion. SimonMed further reserves the right, in its sole discretion, to take steps to verify your identity in connection with your Membership request. You may need to provide additional information to verify your identity before completing your purchase of a Membership to a Membership Service. SimonMed either will not charge you or will refund any amounts charged for payments that SimonMed does not process or cancels.

Your insurance carrier may not pay for the services you receive as part of your Membership to a Membership Service because diagnostic imaging tests performed without a physician order have limited or no coverage under your policy and/or are not medically necessary. You may choose to receive the services even though your insurance carrier may not pay. However, if you choose to receive the services from SimonMed, you will be financially responsible for all costs associated with the Membership Service that are not covered by your insurance carrier. As a condition of your Membership, you agree to review and sign the SimonONE Advance Beneficiary Notice of Noncoverage to acknowledge your acceptance of financial responsibility. If you have any other questions related to coverage, please contact your insurance carrier directly.

4 Automatic Renewal and Cancellation

Your Membership to a Membership Service is purchased for a twelve (12) subscription period. At the end of the applicable subscription period for your Membership, your Membership will automatically renew for additional twelve (12) month periods until you cancel your Membership. The Annual Fee and other amounts, if any, associated with your Membership are payable: (a) pursuant to the invoice that you receive from SimonMed at the beginning of the first subscription period for your Membership to a Membership Service and using your designated payment method as further described in Section 3 of these Membership Terms; and (b) automatically using such designated payment method upon the commencement of each additional renewal subscription period for your Membership until you cancel your Membership. To avoid the automatic payment of the Annual Fee and other amounts, if any, associated with your Membership for an additional renewal subscription period, you must cancel your Membership before the then-current subscription period for your Membership expires. You can cancel your Membership at any time by contacting us at info@simonone.com.

Except as expressly provided in these Membership Terms, you will not receive a refund for the Annual Fee or any other amounts associated with your Membership that you paid for the then-current subscription period for your Membership, and you will continue to receive the services included in your Membership to the Membership Service you selected for your Membership until the end of the then-current subscription period for your Membership.

5 Changes to Membership Services and Membership Fees

SimonMed reserves the right to change the services included in any Membership Service and the Annual Fees and other amounts, if any, applicable to its Membership Services, from time to time and in its sole discretion. SimonMed will notify you in advance of any changes to your Membership to a Membership Service becoming effective. Any changes to the Annual Fee or any other amounts applicable to your Membership to a Membership Service will not apply retroactively and will apply only to renewals of your Membership after such changes have been communicated to you and become effective. If you do not agree with any changes to your Membership to a Membership Service, you may choose not to renew your Membership in accordance with Section 4 of these Membership Terms.

6 Termination of Membership

We may terminate your Membership to a Membership Service, at any time and for any reason, by sending notice to you at the email address you provided in connection with your Membership or by otherwise contacting you or posting a notice on the simonONE website. If we terminate your Membership to a Membership Service because you breached any of these Membership Terms, you will not be entitled to a refund of any amounts you paid to SimonMed in connection with your Membership. If we terminate your Membership to a Membership Service for any reason other than your breach of these Membership Terms, you will be entitled to a pro-rata refund of the amounts you paid to SimonMed in connection with your Membership and applicable to the remaining period of the then-current subscription period for your Membership.