

Provider Terms of Service

PURE DIRECT LLC PROVIDER AGREEMENT

(For licensed healthcare professionals only)

Last Updated: May 5, 2025

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

PLEASE READ THESE TERMS CAREFULLY BEFORE CREATING AN ACCOUNT OR USING OUR SERVICES. BY CLICKING "CREATE ACCOUNT," "I AGREE," OR BY ACCESSING OR USING OUR SERVICES, YOU AGREE TO BE BOUND BY THESE TERMS AND CONDITIONS. If you do not agree to these Terms, you may not access or use our services. Pure Direct LLC ("PD," "we," "us," or "our") provides certain products and services to licensed healthcare professionals ("Provider," "you," or "your") subject to your compliance with these Terms.

1. ELIGIBILITY & PROVIDER REPRESENTATIONS

1.1 Licensing Requirement: Provider represents and warrants that they hold a valid, active medical, osteopathic, naturopathic, chiropractic, or other relevant healthcare license issued by a recognized state or national licensing board. Provider shall provide verification of such license upon request and notify PD immediately if their license status changes in any way.

1.2 Scope of Use: Provider agrees to use PD's products solely for (i) patient treatment within the scope of Provider's license, (ii) legitimate scientific research, or (iii) authorized wellness programs and not for resale, unauthorized distribution, or unlicensed use.

1.3 Compliance with Laws: Provider represents and warrants that they have reviewed and fully understand all applicable federal, state, and local laws, rules, and regulations governing the handling, storage, administration, dispensing, furnishing, and documentation of prescription drugs, peptides, and other medical products, including but not limited to:

- Food, Drug, and Cosmetic Act (21 U.S.C. § 301 et seq.)
- Federal Trade Commission (FTC) advertising and marketing regulations
- Health Insurance Portability and Accountability Act (HIPAA) regarding patient information
- State medical practice acts and professional licensing requirements
- State pharmacy and drug dispensing laws
- Controlled substances regulations where applicable
- All applicable state-specific terminal distributor of dangerous drugs requirements
- Any other laws specific to the Provider's jurisdiction

1.6 Compliance Certification: Provider shall, upon request from PD, certify in writing that they are in compliance with all provisions of this Agreement, particularly those related to patient disclosures, informed consent, and regulatory requirements. PD reserves the right to conduct periodic audits of Provider's compliance with these requirements.

1.7 Professional Judgment and Independent Responsibility: Provider acknowledges and agrees that:

- (a) Provider is solely responsible for exercising independent professional judgment in selecting, prescribing, and administering PD products;
- (b) Provider is solely responsible for determining whether any PD product is appropriate for a particular patient;
- (c) Provider is solely responsible for ensuring all personnel involved in handling, storing, administering, or dispensing PD products are properly trained, supervised, and licensed as required by applicable laws;
- (d) Provider is solely responsible for maintaining all required records, obtaining all required patient consents, and following all applicable protocols for the storage, handling, administration, and dispensing of PD products;
- (e) Provider is solely responsible for ensuring any personally furnished or dispensed products are properly labeled, packaged, and documented in accordance with all applicable laws;
- (f) PD is not responsible for Provider's clinical decisions, regulatory compliance, or patient outcomes related to the use of PD products.

2. PRODUCT USE & RESTRICTIONS

2.1 For Professional Use Only: Provider acknowledges that PD's products are not over-the-counter (OTC) and must be used in accordance with the standards of medical care and within the scope of Provider's professional license. Provider further acknowledges that they have the expertise and training necessary to safely use such products.

2.2 No Unauthorized Resale: Provider shall not sell, distribute, or otherwise transfer PD's products to third parties, other providers, or entities without PD's prior written consent. Provider acknowledges that doing so may violate federal and state laws regarding wholesale distribution of dangerous drugs.

2.3 Product Status Acknowledgment: Provider expressly acknowledges and understands that:

- (c) Provider assumes full responsibility for any application and use of such products in patient care;
- (d) Provider has independently verified the regulatory status of each PD product they intend to use and understands the legal implications of using such products in their practice;
- (e) PD makes no representations or warranties regarding the regulatory status or permissible uses of its products beyond those explicitly stated in product documentation.

2.4 Patient Consent: Provider shall obtain written informed consent from all patients before administering any PD products. Such informed consent must explicitly state that the patient:

- (a) Understands the regulatory status of the product being used (including if it is a research compound not FDA-approved for human use);
- (b) Has been informed of all potential risks, side effects, and alternatives;
- (c) Has been given the opportunity to ask questions about the treatment;
- (d) Voluntarily consents to receive the treatment despite its regulatory status; and
- (e) Agrees to release Provider from liability related to the use of these products.

Provider shall maintain copies of all signed informed consent forms for a minimum of seven (7) years and shall provide copies to PD upon request for compliance verification.

2.5 Storage and Handling: Provider agrees to store and handle all PD products in accordance with product specifications and recommended conditions to maintain product integrity and efficacy. Provider acknowledges that improper storage or handling may result in product degradation or contamination for which PD bears no responsibility.

2.6 Adverse Event Reporting: Provider agrees to promptly report any adverse events or reactions to PD within 24 hours of occurrence.

3. ACCOUNT REGISTRATION, ORDERING & PAYMENT TERMS

3.1 Account Registration: To access our services, you must:

- (a) Complete the registration process
- (b) Provide accurate, current, and complete information
- (c) Maintain and promptly update your account information

3.2 Account Eligibility: You represent that you:

- (a) Are at least 18 years old
- (b) Hold all required professional licenses
- (c) Are authorized to bind yourself to these Terms
- (d) Will use our services only for lawful purposes

3.3 Order Processing: Orders placed through PD's platform are subject to approval and verification of Provider's credentials. PD reserves the right to refuse or cancel any order at its sole discretion without providing a reason. Provider acknowledges that PD has no obligation to accept any order.

3.4 Electronic Communications: By creating an account, you consent to receive electronic communications from us regarding your account, orders, and our services.

4. LIABILITY & INDEMNIFICATION

4.1 Limited Warranty: PD warrants that its products, at the time of shipment, will conform to the specifications provided by PD. EXCEPT FOR THIS EXPRESS WARRANTY, PD MAKES NO OTHER WARRANTIES, EXPRESS OR IMPLIED, INCLUDING WITHOUT LIMITATION ANY WARRANTY OF MERCHANTABILITY OR FITNESS FOR A PARTICULAR PURPOSE.

4.2 Provider Assumption of Risk: Provider expressly acknowledges and assumes full and complete responsibility and all risk for:

- (a) The administration and use of PD's products;
- (b) Any patient outcomes resulting from the use of PD's products;
- (c) Compliance with all applicable laws and regulations;
- (d) Ensuring proper storage, handling, and administration of products;
- (e) Obtaining proper patient consent and maintaining required documentation;
- (f) Any representations made to patients regarding PD's products.

4.3 Limitation of Liability: IN NO EVENT SHALL PD BE LIABLE FOR ANY INDIRECT, INCIDENTAL, SPECIAL, CONSEQUENTIAL, OR PUNITIVE DAMAGES ARISING OUT OF OR RELATED TO THIS AGREEMENT OR THE PRODUCTS, EVEN IF ADVISED OF

- (a) Provider's use, administration, storage, handling, or dispensing of PD's products;
- (b) Provider's breach of any representation, warranty, or obligation under this Agreement;
- (c) Provider's violation of any applicable law, rule, or regulation;
- (d) Any negligent act, omission, or willful misconduct by Provider or Provider's employees, agents, or representatives;
- (e) Any patient claim, injury, or adverse event related to PD's products when used by Provider;
- (f) Any regulatory investigation, enforcement action, or legal proceeding resulting from Provider's use of PD's products;
- (g) Provider's failure to properly inform patients about the nature of PD's products or to obtain proper informed consent;
- (h) Any misrepresentation made by Provider to patients regarding PD's products;
- (i) Any failure by Provider to maintain proper records related to PD's products.

4.5 Indemnification Procedure and Legal Expenses: If any claim or action is made or filed against PD that is covered by Provider's indemnification obligations:

- (a) PD shall promptly notify Provider of such claim or action;
- (b) Provider shall immediately retain and pay for qualified legal counsel acceptable to PD to defend PD;
- (c) Provider shall pay all costs, legal fees, expert witness fees, judgments, settlement amounts, and any other expenses incurred by PD in connection with any investigation, defense, or settlement of such claim;
- (d) Provider shall reimburse PD for all reasonable legal fees and costs incurred by PD in enforcing Provider's indemnification obligations;
- (e) Provider shall cooperate fully with PD in the defense of any such claim;
- (f) PD shall have the right, at its option, to participate in the defense of any such claim at Provider's expense, including through counsel of PD's choice;
- (g) No settlement of any such claim shall be made without PD's prior written approval.

4.6 Insurance: Provider shall maintain professional liability and general liability insurance in amounts sufficient to cover the indemnification obligations described herein and shall provide proof of such insurance to PD upon request.

5. CONFIDENTIALITY & DATA PROTECTION

5.1 Provider Information: PD will protect Provider's data in accordance with applicable privacy laws, including the California Consumer Privacy Act (CCPA) and General Data Protection Regulation (GDPR) where applicable. Provider consents to PD's collection and processing of personal information as outlined in PD's Privacy Policy.

5.2 Non-Disclosure: Provider agrees not to disclose proprietary pricing, formulas, manufacturing processes, or other confidential business information obtained through their relationship with PD to any third party without PD's prior written consent. Provider acknowledges that PD's formulations, business practices, and operational methods constitute valuable trade secrets that Provider must protect with the same degree of care it uses for its own confidential information.

5.3 Intellectual Property: All trademarks, copyrights, patents, and other intellectual property rights in and to PD's products, website, and marketing materials are and shall remain the sole property of PD. Nothing in this Agreement grants Provider any right, title, or interest in such intellectual property. Provider shall not attempt to reverse engineer any PD product or otherwise attempt to determine its composition.

5.4 Confidentiality of Agreement: Provider agrees not to disclose the terms of this Agreement to any third party without PD's prior written consent, except as required by law. If Provider is required by law to disclose any term of this Agreement, Provider shall promptly notify PD and cooperate with PD to limit the scope of such disclosure.

6. TERM, TERMINATION, AND MODIFICATIONS

6.1 Term: These Terms are effective upon your acceptance and continue until terminated.

6.2 Updates to Terms: We reserve the right to update these Terms at any time. We will notify you of material changes by:

- (a) Posting the new Terms on our website
- (b) Sending notice to your registered email
- (c) Requiring acceptance upon next login

Your continued use after changes constitutes acceptance of the modified Terms.

6.3 Account Termination: We may suspend or terminate your account if:

(e) We discontinue our services

6.4 Governing Law: This Agreement shall be governed by and construed in accordance with the laws of Nevada, without regard to conflict of law principles. Provider expressly consents to personal jurisdiction in Nevada for any dispute arising out of this Agreement.

7. DISPUTE RESOLUTION

7.1 Good Faith Resolution: In the event of any dispute, controversy, or claim arising out of or relating to this Agreement, the parties shall first attempt in good faith to resolve such dispute informally through direct negotiations between authorized representatives of each party. Such negotiations shall commence upon written notice from either party to the other identifying the dispute and requesting resolution.

7.2 Mediation: If the dispute cannot be resolved through good faith negotiations within thirty (30) days after the commencement of such negotiations, either party may submit the dispute to non-binding mediation administered by the American Arbitration Association under its Commercial Mediation Procedures. The mediation shall take place in Clark County, Nevada, and the mediator shall be mutually agreed upon by the parties. The costs of mediation shall be shared equally by the parties.

7.3 Arbitration: If the dispute is not resolved through mediation within sixty (60) days of the initial demand for mediation, the dispute shall be resolved by final and binding arbitration administered by the American Arbitration Association in accordance with its Commercial Arbitration Rules. The arbitration shall be conducted in Clark County, Nevada, by a single arbitrator with experience in healthcare and commercial matters. The arbitrator shall have no authority to award punitive damages or any other damages not measured by the prevailing party's actual damages, and may not make any ruling, finding, or award that does not conform to the terms of this Agreement. The award rendered by the arbitrator shall be final and binding on the parties and may be entered as a judgment in any court of competent jurisdiction.

7.4 Waiver of Jury Trial: EACH PARTY HEREBY IRREVOCABLY WAIVES, TO THE FULLEST EXTENT PERMITTED BY APPLICABLE LAW, ANY RIGHT IT MAY HAVE TO A TRIAL BY JURY IN ANY LEGAL PROCEEDING DIRECTLY OR INDIRECTLY ARISING OUT OF OR RELATING TO THIS AGREEMENT OR THE TRANSACTIONS CONTEMPLATED HEREBY (WHETHER BASED ON CONTRACT, TORT, OR ANY OTHER THEORY). EACH PARTY CERTIFIES THAT NO REPRESENTATIVE, AGENT, OR ATTORNEY OF ANY OTHER PARTY HAS REPRESENTED, EXPRESSLY OR OTHERWISE, THAT SUCH OTHER PARTY WOULD NOT, IN THE EVENT OF LITIGATION, SEEK TO ENFORCE THE FOREGOING WAIVER.

7.5 Waiver of Class Actions: Provider agrees to resolve disputes on an individual basis and waives the right to participate in, or maintain, a class action, class arbitration, or other

7.7 Continued Performance: Unless otherwise directed by PD, Provider shall continue performance under this Agreement during the resolution of any dispute.

8. ATTORNEY FEES

8.1 Prevailing Party: In the event of any dispute, claim, or legal action arising out of or relating to this Agreement, the prevailing party shall be entitled to recover from the non-prevailing party all reasonable attorneys' fees, court costs, expert witness fees, and other expenses incurred in connection with such dispute, claim, or legal action, including any appeals thereof.

8.2 Collection Costs: Provider agrees to pay all reasonable attorney fees and costs incurred by PD in collecting any amounts due under this Agreement, including but not limited to enforcement of the indemnification provisions.

8.3 Definition of Prevailing Party: For purposes of this section, "prevailing party" shall mean the party who, in the reasonable determination of the court or arbitrator, most substantially prevailed in the dispute, regardless of whether the action was dismissed by the court (or other tribunal) prior to trial or hearing, or otherwise.

8.4 Inclusion in Award: Any award of attorneys' fees and costs shall be included in the same judgment, order, or award through which the substantive issues were determined.

9. MISCELLANEOUS PROVISIONS

9.1 Entire Agreement: This Agreement, together with any attachments and incorporated policies, constitutes the entire agreement between the parties with respect to the subject matter hereof and supersedes all prior or contemporaneous communications, representations, or agreements.

9.2 No Waiver: The failure of either party to enforce any right or provision of this Agreement shall not constitute a waiver of such right or provision.

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

9.4 Assignment: Provider may not assign or transfer this Agreement or any rights or obligations hereunder without PD's prior written consent. PD may assign this Agreement to any successor to its business or assets.

9.5 Binding Effect of Dispute Resolution: Nothing in this Agreement shall be construed to

9.7 Notices: All notices under this Agreement shall be in writing and delivered by email to the address provided by Provider during registration.

9.8 Counterparts: This Agreement may be executed in counterparts, each of which shall be deemed an original, but all of which together shall constitute one and the same instrument. Electronic signatures, digital signatures, facsimile signatures, or scanned copies of original signatures shall be treated as original signatures for all purposes.

9.9 Provider Acknowledgment: Provider acknowledges that they have read this Agreement, understand it, and agree to be bound by its terms. Provider further acknowledges that they have had the opportunity to consult with legal counsel prior to entering into this Agreement.

9.10 Regulatory Compliance Disclaimer: Provider expressly acknowledges that PD is not providing legal advice regarding regulatory compliance and that it is Provider's sole responsibility to understand and comply with all laws and regulations applicable to their use of PD's products. PD makes no representations or warranties regarding the regulatory status or permissible uses of its products beyond those explicitly stated in product documentation.

10. WEBSITE USE AND RESTRICTIONS

10.1 Acceptable Use: You agree not to:

- (a) Use automated systems to access our services without permission
- (b) Interfere with or disrupt our services
- (c) Attempt to gain unauthorized access
- (d) Reverse engineer our platform
- (e) Use our services for any illegal purpose

10.2 Intellectual Property: All content on our platform, including text, graphics, logos, and software, is our property or our licensors' property and is protected by intellectual property laws.

11. PRIVACY AND DATA PROTECTION

11.1 Privacy Policy: Your use of our services is also subject to our Privacy Policy, which is incorporated by reference into these Terms.

11.2 Data Processing: You consent to our collection, use, and processing of your data as

12.1 Electronic Signatures: You agree that your electronic signatures are valid and enforceable.

12.2 Electronic Communications: You consent to receive all communications from us electronically.

13. QUESTIONS AND CONTACT INFORMATION

If you have questions about these Terms, please contact us at:

Pure Direct LLC

5940 S. Rainbow Boulevard

Las Vegas, NV 89118