

# Cynergy Wellness, Inc. Terms and Conditions

CYNERGY WELLNESS, INC.

TERMS AND CONDITIONS

Effective Date: June 2026

IMPORTANT NOTICE

PLEASE READ THESE TERMS AND CONDITIONS CAREFULLY.

By accessing, registering for, using, or receiving services through Cynergy Wellness, Inc. ("Cynergy," "we," "our," or "us"), you acknowledge that you have read, understood, and agree to be bound by these Terms and Conditions ("Terms").

If you do not agree to these Terms, you may not access or use the Services.

IF YOU ARE EXPERIENCING A MEDICAL EMERGENCY, CALL 911 OR SEEK IMMEDIATE IN-PERSON MEDICAL CARE. CYNERGY'S SERVICES ARE NOT INTENDED FOR EMERGENCY MEDICAL TREATMENT.

## 1. SERVICES

These Terms govern your access to and use of all products, services, software, websites, portals, applications, communications, and technologies provided by Cynergy, including but not limited to:

Occupational health services

Drug and alcohol testing services

Medical Review Officer ("MRO") services

Telehealth services

Wellness and health engagement programs

Laboratory testing coordination

Employer-sponsored health programs

STAT®, WORx®, and related technology platforms

Customer portals and reporting systems

SMS, email, and electronic communications

Collectively, these offerings are referred to as the "Services."

## 2. ELIGIBILITY

You represent and warrant that:

You are at least eighteen (18) years of age or the age of majority in your jurisdiction;

You possess the legal authority to enter into this Agreement;

Any information you provide is accurate, current, and complete;

You will use the Services only for lawful purposes.

Certain Services may have additional eligibility requirements.

### 3. RELATIONSHIP WITH CYNERGY

Cynergy provides administrative, operational, technology, occupational health, wellness, and healthcare support services.

Healthcare services available through Cynergy may be delivered by independent licensed physicians, Medical Review Officers, nurses, laboratories, mental health professionals, pharmacies, or affiliated healthcare organizations.

Cynergy does not practice medicine and does not interfere with independent clinical judgment. All diagnoses, treatment decisions, prescription decisions, test interpretations, and medical determinations are made solely by appropriately licensed healthcare professionals.

Nothing contained within the Services creates a physician-patient relationship between you and Cynergy.

### 4. OCCUPATIONAL HEALTH, DRUG TESTING, AND MRO SERVICES

Cynergy may facilitate:

DOT and non-DOT drug testing

Alcohol testing

Physical examinations

Occupational health screenings

Consortium administration

Random testing programs

Medical Review Officer services

Compliance management services

Workforce wellness initiatives

Testing services may be performed by independent collection facilities, laboratories, healthcare providers, and affiliated vendors.

Cynergy does not guarantee any testing outcome, employment decision, licensing determination, certification result, or regulatory outcome arising from the use of the Services.

MRO determinations constitute independent medical judgments and are not directed by employers, employees, applicants, or Cynergy personnel.

For federally regulated testing programs, applicable federal regulations govern testing procedures, reporting obligations, and final determinations.

## 5. TELEHEALTH SERVICES

Certain Services may include telehealth consultations or communications.

You acknowledge and agree that telehealth involves the delivery of healthcare services through electronic communications and technology when the patient and provider are not physically located in the same location.

### Risks and Limitations of Telehealth

Telehealth services have inherent limitations and risks, including but not limited to:

Technology failures or interruptions;

Equipment malfunctions;

Connectivity issues;

Reduced ability to perform comprehensive physical examinations;

Delays in diagnosis, treatment, or follow-up care;

Potential communication misunderstandings;

Incomplete transmission of information;

Cybersecurity risks;

Privacy concerns;

Limitations associated with video quality, photographs, or patient-reported symptoms.

Telehealth may not be appropriate for all conditions or healthcare needs.

Providers may determine that in-person evaluation, testing, treatment, or referral is necessary and may decline to provide telehealth services when clinically appropriate.

You agree to seek immediate in-person care when advised by a provider or when experiencing symptoms that may constitute a medical emergency.

To the fullest extent permitted by law, Cynergy shall not be liable for limitations or risks inherent in telehealth services that are outside of Cynergy's reasonable control.

## 6. ARTIFICIAL INTELLIGENCE AND AUTOMATED TECHNOLOGIES

Cynergy may utilize artificial intelligence ("AI"), machine learning technologies, automation tools, and similar technologies to support administrative operations, customer service, workflow management, scheduling, documentation assistance, communication support, and other business functions.

AI technologies may assist in generating drafts, summaries, customer support responses, or internal operational materials.

AI technologies are not used to independently diagnose medical conditions, render clinical opinions, prescribe treatment, interpret laboratory results, or make healthcare decisions.

All clinical decisions, diagnoses, treatment recommendations, and medical determinations are made solely by appropriately licensed healthcare professionals exercising independent professional judgment.

Any AI-assisted content used in connection with healthcare services is subject to review by qualified personnel prior to clinical use.

Cynergy makes no warranty regarding AI-generated content and disclaims liability for errors, omissions, interruptions, or inaccuracies associated with AI technologies to the fullest extent permitted by law.

## 7. PRIVACY AND PROTECTED HEALTH INFORMATION

Your use of the Services is subject to Cynergy's Privacy Policy and Notice of Privacy Practices.

Cynergy collects, uses, stores, and discloses information in accordance with applicable federal and state laws, including HIPAA where applicable.

Protected Health Information ("PHI") will be used and disclosed only as permitted by law and applicable privacy notices.

By using the Services, you acknowledge receipt of and consent to the applicable privacy practices governing your information.

## 8. USER ACCOUNTS AND SECURITY

If you create an account, you are responsible for:

Maintaining the confidentiality of login credentials;

Restricting access to your account;

Promptly notifying Cynergy of unauthorized access;

Maintaining accurate account information.

You are responsible for all activity occurring under your account credentials.

Cynergy reserves the right to suspend or terminate accounts for security concerns, misuse, or violation of these Terms.

## 9. ELECTRONIC COMMUNICATIONS AND SMS CONSENT

By providing your contact information, you consent to receive communications from Cynergy by:

Email

SMS/Text Message

Telephone

Secure Portal Messaging

Other electronic means

Communications may include:

Appointment reminders

Testing notifications

Service updates

Account information

Customer support communications

Wellness program communications

SMS Terms

By opting into SMS communications, you consent to receive recurring text messages from Cynergy.

Message frequency varies.

Message and data rates may apply.

Consent is not a condition of purchase.

Reply STOP to opt out.

Reply HELP for assistance.

Mobile Information Privacy

No mobile information will be shared with third parties or affiliates for marketing or promotional purposes. Text messaging opt-in data and consent information will not be sold, rented, or shared except as necessary to provide messaging services or as required by law.

## 10. FEES AND PAYMENT

Certain Services may require payment.

You agree to pay all applicable fees associated with the Services you receive.

Unless otherwise stated:

Fees are due at the time of service;

Fees are non-refundable once services have been rendered;

You remain responsible for any unpaid balances.

Cynergy reserves the right to modify pricing upon reasonable notice where permitted by law.

## 11. THIRD-PARTY SERVICES

The Services may involve independent third parties, including:

Laboratories

Collection sites

Healthcare providers

Pharmacies

Technology vendors

Payment processors

Cynergy is not responsible for services, products, decisions, or actions of independent third parties.

Your interactions with such third parties may be governed by separate agreements.

## 12. INTELLECTUAL PROPERTY

All content, trademarks, software, graphics, logos, reports, materials, and technologies associated with the Services are owned by Cynergy or its licensors and are protected by applicable intellectual property laws.

No ownership rights are transferred to users.

## 13. PROHIBITED USES

You may not:

Use the Services unlawfully;

Submit false information;

Attempt unauthorized access;

Interfere with system operations;

Upload malicious software;

Reverse engineer any portion of the Services;

Use the Services for fraudulent purposes.

Violation of this section may result in suspension or termination of access.

## 14. DISCLAIMERS

THE SERVICES ARE PROVIDED ON AN "AS IS" AND "AS AVAILABLE" BASIS.

TO THE MAXIMUM EXTENT PERMITTED BY LAW, CYNERGY DISCLAIMS ALL WARRANTIES, EXPRESS OR IMPLIED, INCLUDING WARRANTIES OF MERCHANTABILITY, FITNESS FOR A PARTICULAR PURPOSE, NON-INFRINGEMENT, ACCURACY, RELIABILITY, OR AVAILABILITY.

CYNERGY DOES NOT WARRANT THAT THE SERVICES WILL BE UNINTERRUPTED, ERROR-FREE, OR COMPLETELY SECURE.

## 15. LIMITATION OF LIABILITY

TO THE FULLEST EXTENT PERMITTED BY LAW, CYNERGY SHALL NOT BE LIABLE FOR INDIRECT, INCIDENTAL, SPECIAL, CONSEQUENTIAL, EXEMPLARY, OR PUNITIVE DAMAGES, INCLUDING LOST PROFITS, LOST DATA, BUSINESS INTERRUPTION, OR LOSS OF GOODWILL.

CYNERGY'S AGGREGATE LIABILITY SHALL NOT EXCEED THE AMOUNT PAID FOR THE APPLICABLE SERVICE DURING THE TWELVE (12) MONTHS PRECEDING THE EVENT GIVING RISE TO THE CLAIM.

#### 16. INDEMNIFICATION

You agree to defend, indemnify, and hold harmless Cynergy, its affiliates, officers, directors, employees, contractors, providers, and agents from any claims, damages, losses, liabilities, costs, or expenses arising from:

Your misuse of the Services;

Your violation of these Terms;

Your violation of applicable laws;

Information submitted by you that is inaccurate or misleading.

#### 17. TERMINATION

Cynergy reserves the right to suspend or terminate access to the Services at any time for:

Violation of these Terms;

Fraudulent activity;

Security concerns;

Regulatory requirements;

Operational necessity.

Certain provisions of these Terms shall survive termination.

#### 18. DISPUTE RESOLUTION

The parties agree to first attempt to resolve disputes informally through good-faith discussions.

If a dispute cannot be resolved informally, the parties agree that disputes may be resolved through binding arbitration, subject to applicable law and any rights that cannot legally be waived.

The parties waive any right to participate in class actions or class-wide arbitration to the fullest extent permitted by law.

#### 19. GOVERNING LAW

These Terms shall be governed by the laws of the State of Missouri without regard to conflict of law principles.

Any permitted court proceeding shall be brought exclusively in the state or federal courts located in Jackson County, Missouri.

#### 20. CHANGES TO THESE TERMS

Cynergy may update these Terms periodically.

Updated Terms become effective upon posting to the applicable website or platform.

Continued use of the Services following publication of revised Terms constitutes acceptance of the revised Terms.

## 21. CONTACT INFORMATION

Cynergy Wellness, Inc. 2600 Grand Boulevard, Suite 500 Kansas City, Missouri 64108

Website: [www.cynergywellness.com](http://www.cynergywellness.com)

For questions regarding these Terms, please contact Cynergy through the contact information listed on our website.

## 22. ENTIRE AGREEMENT

These Terms, together with any applicable Privacy Policy, Notice of Privacy Practices, Telehealth Consent, service-specific agreements, and related disclosures, constitute the entire agreement between you and Cynergy regarding the Services and supersede all prior agreements concerning the Services.