

## **TERMS AND CONDITIONS**

Terms and conditions policy ("Policy") was last updated on March 26, 2026.

**DO NOT USE THIS SERVICE FOR MENTAL HEALTH EMERGENCIES OR OTHER EMERGENCY MEDICAL CONDITIONS OR NEEDS. IF YOU EXPERIENCE A MENTAL HEALTH OR OTHER MEDICAL EMERGENCY, IMMEDIATELY CALL 911.**

**If you are considering suicide or thinking about taking an action that may cause harm or danger to you or others, you must immediately call 911. If you are considering suicide, we urge you to call the National Suicide Prevention Hotline at 1-800-273-TALK (8255).**

### **Terms and Conditions.**

Please read these Terms and Conditions ("Terms") carefully before using the DrStellaMD.com website operated by DrStellaMD ("us," "we," "our"), (all hereinafter collectively, the "Platform"). The Platform and DrStellaMD online services, including all underlying technology together, will be referred to as the "Services"). DrStellaMD Services allow registered users ("Users", "you", "your") to connect directly with Authorized Providers via the Services. Authorized Providers are approved providers that work as independent contractors under DrStellaMD to provide Authorized Services.

If our Authorized Providers find your care request appropriate, they may write you a prescription and send it to our pharmacy affiliates. COVID-19 sick patients will be seen within 24hrs and receive their prescription within 48hrs of registration. Depending on your location, delivery times may be extended. Authorized Providers cannot prescribe controlled substances.

These Terms govern your access to and use of the Service. Your access to and use of the Service is conditioned upon your acceptance of and compliance with these Terms. These Terms apply to all visitors, users, and others who access or use the Service. By accessing or using the Service you agree that you have read and understand these Terms and our Privacy Policy. If you disagree with any part of the Terms or our Privacy Policy, then you do not have permission to access or use the Service. Provided you comply with these Terms, DrStellaMD grants you a limited, nonexclusive, revocable, non-assignable, non-transferable, non-sublicensable license to access and use the Service solely for your non-commercial purposes. These Terms begin upon your creation of a Service account and will continue in effect until termination per these Terms.

We reserve the right to modify these Terms at any time. All changes will be effective immediately upon posting to the Service and, by accessing or using the Service after changes are posted, you agree to those changes. Material changes will be conspicuously posted on the Platform or otherwise communicated to you.

## **1. Authorized Providers and Services.**

The Services may be used to connect you with an Authorized Provider who will provide Services to you through the DrStellaMD Platform. We require every Authorized Provider providing Services on the DrStellaMD Platform to be a registered, trained, experienced, and certified health care provider. Authorized Providers must have a relevant academic degree in their field and must be qualified and accredited by their respective professional organizations after successfully completing the necessary education, exams, training, and practice requirements as applicable.

Authorized Providers are independent contractors who have chosen to use DrStellaMD to provide Authorized Services. Authorized Providers are NOT employees nor do they otherwise act on behalf of DrStellaMD in providing Services. The relationship between you and any Authorized Provider is a professional-client relationship to which DrStellaMD is not a party.

**AUTHORIZED PROVIDERS ARE SOLELY RESPONSIBLE FOR THE SERVICES THEY PROVIDE TO YOU, INCLUDING COMPLIANCE WITH STANDARDS OF CARE, RECORD-KEEPING, AND ALL OTHER APPLICABLE PROFESSIONAL OBLIGATIONS, AS WELL AS COMPLIANCE WITH PRIVACY LAW.**

As with any other health care consultation, no results can be guaranteed or assured in connection with our Services. Your Authorized Provider may determine that our Services are not appropriate for some or all of your treatment needs or that he/she is not permitted to provide the services you require and may elect not to provide our Services to you. Authorized Providers also have the discretion to discontinue the provision of our Services to you at any time and for any reason.

You are responsible for providing your Authorized Provider with the information that he/she advises is required in order to provide you with our Services. If you decline to provide that information, the Authorized Provider may not be able or willing to provide you with our Services.

As with any other health care services, there are risks associated with the use of our Services. In addition to any risks communicated to you by your Authorized Provider, there are risks unique to the electronic provision of health services, which include that the DrStellaMD may not permit the transmission of information in a way that allows the Authorized Provider to provide our Services directly to you.

Authorized Providers are NOT permitted to prescribe controlled substances.

## **2. Privacy and Security.**

Protecting and safeguarding any information you provide through the Platform is extremely important to us. Information about our security and privacy practices can be found on our Privacy Policy.

DrStellaMD's Platform and Services are secured through encryption technologies, and your account will be password protected. All personal information and personal health information will be held in the strictest confidence by DrStellaMD to the extent permitted by law and in accordance with our Privacy Policy and information practices. Other than as outlined in our Privacy Policy, DrStellaMD will not use, transfer, sell, or disclose your personally identifiable information or personal health information to persons or entities. By downloading and using our Platform, you consent to the collection, use, and disclosure of your personal information and personal health information by DrStellaMD as described in Section 3 and in our Privacy Policy. If you wish to withdraw your consent, DrStellaMD will assist you with removing or disabling the Platform from your device upon request.

To protect the integrity of our Platform and Services, DrStellaMD reserves the right at any time in its sole discretion to block Users from certain IP addresses from accessing our Platform.

**1. Rules of Conduct and Account Eligibility.**

1. To access DrStellaMD's Telehealth Services, you must first establish an individual user account ("Account"), by providing certain information as set out in the Privacy Policy. You agree that you will not create more than one Account or create an Account for anyone other than yourself. In exchange for your use of the Services and, if applicable, in order for Authorized Providers to send chat messages to you, you agree to:
  - provide true, accurate, current, and complete information about yourself as prompted by our Account sign-up form (understanding that during therapy sessions you may use a nickname);
  - maintain, and promptly update such Account information, each time you log on, as far as possible to keep it true, accurate, current, and complete. If you provide any information that is untrue, inaccurate, not current, or incomplete, or DrStellaMD has reasonable grounds to suspect that such Account information is untrue, inaccurate, not current, or incomplete, DrStellaMD reserves the right to transition your treatment to another Provider outside of DrStellaMD or take other steps as appropriate;
  - certify that you (i) are over the age of eighteen (18), and (ii) physically located or are a resident of the State or Country you have chosen as your current residency when creating your Account; and
  - remain responsible for maintaining the confidentiality of your Account password and username (if any), and any other security information related to your Account at all times. DrStellaMD will not be liable for any loss that you incur as a result of someone else accessing and using your Account, either with or without your knowledge.

**1. It is a condition of your use of our Platform that you use our Platform only for lawful purposes in accordance with this Agreement, and that you do not:**

- Attempt to circumvent and violate the security of our Platform by, including, without limitation:
  - (i) accessing content and data that is not intended for you;

(ii) attempting to breach or breaching the security and/or authentication measures, which are not authorized;

- restricting, disrupting, or disabling service to users, hosts, servers or networks;
- illicitly reproducing TCP/IP packet headers;
- disrupting network services and otherwise disrupting DrStellaMD's ability to monitor our Platform;
- using any robot, spider, or other automatic device, process, or means to access our Platform for any purpose, including monitoring or copying any of the material on our Platform;
- introducing any viruses, trojan horses, worms, logic bombs, or other material that is malicious or technologically harmful; attacking our Platform via a denial-of-service attack, distributed denial-of-service attack, flooding, mailbombing, or crashing; or
- otherwise attempting to interfere with the proper working of our Platform.
- access or use for any commercial purposes any part of our Platform or any services or materials available through our Platform;
- directly or indirectly reproduce, compile for an internal database, distribute, modify, create derivative works of, publicly display, publicly perform, republish, download, store, or transmit any of the material on our Platform, in any form or medium whatsoever nor delete or alter any copyright, trademark or other proprietary rights or notices from copies of materials from our Services or platform except:

(i) Your computer and browser may temporarily store or cache copies of materials being accessed and viewed;

(ii) A reasonable number of copies for personal use only may be printed keeping any proprietary notices thereon, which may only be used for non-commercial and lawful personal use and not for further reproduction, publication, or distribution of any kind on any medium whatsoever;

- One single User copy may be downloaded with any proprietary notices intact, for your own personal, non-commercial use; and
- In the event that social media are linked to certain content on our Platform, you may take such actions as our Website and such third-party social media platforms permit.
- Use our Services or make User Submissions that:
- Are for any purposes other than logging and submitting your data to and communicating with your Authorized Provider;
- In any manner violates any applicable federal, provincial, local, or international law or regulation including, without limitation, any laws regarding the export of data or software, patent, trademark, trade secret, copyright or other intellectual property, legal rights (including the rights of publicity and privacy of others) or contain any material that could give rise to any civil or criminal liability under applicable laws or regulations or that otherwise may be in conflict with these Terms and Conditions and our Privacy Policy;
- In any manner, violates the terms of service of any third-party website that is linked to our Platform, including but not limited to, any third-party social media website;

- Includes or contains any material that is exploitive, obscene, harmful, threatening, abusive, harassing, hateful, defamatory, sexually explicit or pornographic, violent, inflammatory or discriminatory based on race, sex, religion, nationality, disability, sexual orientation or age or other such legally prohibited ground or be otherwise objectionable, such determination to be made in DrStellaMD's sole discretion;
  - Involves stalking, attempting to exploit or harm any individual (including minors) in any way by exposing them to inappropriate content or otherwise or asking for personal information as prohibited under applicable laws, regulations, or code;
  - Involves, provides, or contributes any false, inaccurate, or misleading information;
  - Includes sending, knowingly receiving, uploading, downloading, using, or reusing any material that does not comply with these Terms and Conditions;
  - Impersonates or attempts to impersonate DrStellaMD, an Authorized Provider, another User, or any other person or entity (including, without limitation, by using email addresses or screen names associated with any of the foregoing);
  - Transmits, or procures the sending of, any advertisements or promotions without our prior written consent, sales or encourage any other commercial activities, including, without limitation, any "spam", "junk mail", "chain letter", contests, sweepstakes, and other sales promotions, barter or advertising or any other similar solicitation;
  - Encourages any other conduct that restricts or inhibits anyone's use or enjoyment of our Platform, or which, as determined by us, may harm DrStellaMD or Users of our Platform, or may expose DrStellaMD or other Users to liability;
  - Causes annoyance, inconvenience, or needless anxiety or is likely to upset, embarrass, or alarm any other person;
  - Promotes any illegal activity, or advocates, promotes or assists any unlawful act; or
  - Gives the impression that you originate from or are endorsed by us or any other person or entity if this is not the case.
3. **Purchase and Payment Information.**

If you wish to purchase any product or service made available through the Services ("Purchase(s)"), you may be asked to supply certain information relevant to your Purchase including, without limitation, your credit card number, the expiration date of your credit card, your billing address, and your shipping information. Information about our collection and use of payment-related information is described in our Privacy Policy. If the credit or debit card information that you submit is incorrect or invalid, your payment will not be processed. We have no responsibility or liability if your credit or debit card is declined by your financial institution. Refunds will be determined at the sole discretion of DrStellaMD. You represent and warrant that you have the legal right to use any credit card(s) or other payment method(s) in connection with any Purchase. The Service may employ the use of third-party services for the purpose of facilitating payment and the completion of Purchases. By submitting your information, you grant us the right to provide the information to these third parties subject to our Privacy Policy.

#### 1. **Intellectual Property Rights and Ownership.**

The DrStellaMD Website and the information it contains is the property of DrStellaMD or its licensors and are protected from unauthorized copying and dissemination by copyright law,

trademark law, patent law, industrial design law, and other intellectual property laws. Subject to these Terms, DrStellaMD grants to you a revocable, non-transferable, non-exclusive license to download, install, and use one copy of our Platform on a mobile device or other supported device that you own or control for your personal, non-commercial use (the "License"). The Platform is hereby licensed to you and not sold. Source code as well as any other information pertaining to the logic, design, or structure of the DrStellaMD Services and Platform, including the object or executable code form thereof, is specifically excluded from the License granted hereunder.

Title to our Platform, and all documentation and material whatsoever related thereto, shall at all times remain with DrStellaMD, and all intellectual property rights of whatever nature with respect thereto shall be and remain the exclusive property of DrStellaMD. Nothing of these Terms gives you a right to use DrStellaMD's names, trademarks, logos, domain names, or other distinctive brand features without prior written consent from DrStellaMD. Any future release, update, or other addition to the functionality of our Website shall be subject to the Agreement. Use of any such property, except as expressly authorized, shall constitute an infringement or violation of the rights of the property owner and may be a violation of federal or other laws and could subject the infringer to legal action.

#### **4. Third-Party Content.**

The Platform may contain other content, products, or services that are offered or provided by third parties ("Third-Party Content"), links to Third-Party Content (including but not limited to links to other websites), or advertisements that are related to Third-Party Content. We have no responsibility for the creation of any such Third-Party Content, including (but not limited to) any related products, practices, terms, or policies, and we will not be liable for any damage or loss caused by any Third-Party Content.

While using our platform, you may choose to authorize DrStellaMD and its third-party contractors or affiliates to retrieve and disclose your health records and protected health information. These records may not be a complete 100% comprehensive record, and these records may not be useful for diagnostic purposes. These health records will be shared with Authorized Providers to ensure great healthcare services. DrStellaMD does not alter or modify medical records received from its third parties. Please note that if you are authorized to retrieve your medical records through our third party, you may receive a more comprehensive set of medical records if the following information is provided accurately: full address, first name, last name, gender, and date of birth. If at any time you wish to revoke this authorization, you may do so by deleting your profile on the DrStellaMD app.

#### **5. Warranty**

OUR WEBSITE ARE PROVIDED "AS IS". WHILE DRSTELLAMD ENDEAVORS TO PROVIDE ACCURATE, CURRENT AND TIMELY INFORMATION, DRSTELLAMD MAKES NO REPRESENTATION, WARRANTIES OR COVENANTS OF ANY KIND, EXPRESS OR IMPLIED, STATUTORY OR OTHERWISE, REGARDING OUR WEBSITE INCLUDING,

WITHOUT LIMITATION, NO REPRESENTATION, WARRANTY OR COVENANT THAT: (I) OUR WEBSITE AND ITS CONTENTS WILL BE ACCURATE, COMPLETE, CURRENT, RELIABLE, TIMELY, OF MERCHANTABLE QUALITY OR SUITABLE FOR A PARTICULAR PURPOSE; (II) THE OPERATION OF OUR WEBSITE WILL BE UNINTERRUPTED OR ERROR FREE; (III) OUR WEBSITE SHALL PROCESS DATE AND TIME-RELATED DATA WITHOUT CAUSING ANY PROCESSING INTERRUPTIONS, ABNORMAL TERMINATION OR WITHOUT PROCESSING OR MANIPULATING ANY TIME-RELATED DATA; (IV) OUR WEBSITE WILL BE FREE FROM MATERIAL DEFECTS OR THAT DEFECTS OR ERRORS, WHETHER HUMAN OR COMPUTER ERRORS, IN OUR WEBSITE WILL BE CORRECTED; (V) OUR WEBSITE WILL BE FREE FROM VIRUSES OR HARMFUL COMPONENTS THAT MAY DAMAGE OR INFECT YOUR DEVICE OR OTHER PROPERTY; OR THAT (VI) COMMUNICATIONS TO OR FROM OUR WEBSITE WILL BE SECURE AND/OR NOT INTERRUPTED.

YOU AGREE THAT YOU ARE RESPONSIBLE FOR MAINTAINING THE CONFIDENTIALITY OF YOUR PASSWORD AND ANY OTHER SECURITY INFORMATION RELATED TO YOUR USE OF THE PLATFORM. YOU AGREE TO NOTIFY DRSTELLAMD IMMEDIATELY OF ANY UNAUTHORIZED USE OF YOUR USERNAME OR PASSWORD.

#### **6. Limitation of Liability**

IN NO EVENT SHALL DRSTELLAMD OR ITS AFFILIATES, SUBSIDIARIES, AGENTS, INDEPENDENT CONTRACTORS, SHAREHOLDERS, DIRECTORS, OFFICERS, EMPLOYEES, OR THEIR RESPECTIVE SUCCESSORS AND ASSIGNS BE LIABLE FOR DAMAGES OF ANY KIND, INCLUDING BUT NOT LIMITED TO ANY DIRECT, INDIRECT, SPECIAL, PUNITIVE, INCIDENTAL, EXEMPLARY, OR CONSEQUENTIAL DAMAGES, ANY LOSS OR DAMAGES IN THE NATURE OF OR RELATING TO MEDICAL OR PERSONAL INJURY; WRONGFUL DEATH; INACCURATE INFORMATION; LOST BUSINESS; OR ANY OTHER LOSS INCURRED IN CONNECTION WITH YOUR OR YOUR AUTHORIZED PROVIDER'S USE, MISUSE OR RELIANCE UPON OUR WEBSITE ; YOUR OR YOUR AUTHORIZED PROVIDER'S INABILITY TO USE OUR WEBSITE ; THE ACTS, OMISSIONS, CONDUCT, CONTENT PROVIDED BY OR STATEMENTS AND OPINIONS EXPRESSED BY ANY THIRD-PARTY; OR THE HEALTH CARE YOU RECEIVE, REGARDLESS OF THE CAUSE AND WHETHER ARISING IN CONTRACT (INCLUDING FUNDAMENTAL BREACH), TORT (INCLUDING NEGLIGENCE), OR OTHERWISE. THE FOREGOING LIMITATION SHALL APPLY EVEN IF DRSTELLAMD OR ITS AFFILIATES, SUBSIDIARIES, AGENTS, INDEPENDENT CONTRACTORS, SHAREHOLDERS, DIRECTORS, OFFICERS, OR EMPLOYEES KNEW OF OR OUGHT TO HAVE KNOWN OF THE POSSIBILITY OF SUCH DAMAGES.

TO THE FULLEST EXTENT PROVIDED BY LAW, DRSTELLAMD WILL NOT BE LIABLE FOR ANY LOSS OR DAMAGE CAUSED BY DENIAL-OF-SERVICE ATTACK, DISTRIBUTED DENIAL-OF-SERVICE ATTACK, OVERLOADING, FLOODING, MAILBOMBING OR CRASHING, VIRUSES, TROJAN HORSES, WORMS, LOGIC BOMBS, OR OTHER TECHNOLOGICALLY HARMFUL MATERIAL THAT MAY INFECT YOUR COMPUTER

EQUIPMENT, COMPUTER PROGRAMS, DATA, OR OTHER PROPRIETARY MATERIAL DUE TO YOUR USE OF OUR WEBSITE OR TO YOUR DOWNLOADING OF ANY MATERIAL POSTED THEREON OR ON ANY WEBSITE LINKED TO OUR WEBSITE .

YOU UNDERSTAND, AGREE, AND ACKNOWLEDGE THAT OUR AGGREGATE LIABILITY FOR DAMAGES ARISING WITH RESPECT TO THIS AGREEMENT AND ANY AND ALL USE OF THE PLATFORM WILL NOT EXCEED THE TOTAL AMOUNT OF MONEY PAID BY YOU OR ON YOUR BEHALF THROUGH THE PLATFORM IN THE 12 MONTHS PERIOD PRIOR TO THE DATE OF THE CLAIM.

If the applicable law does not allow the limitation of liability as set forth above, the limitation will be deemed modified solely to the extent necessary to comply with applicable law.

This section (Limitation of Liability) shall survive the termination or expiration of this Agreement.

#### **1. Indemnification**

YOU AGREE TO INDEMNIFY, DEFEND, AND HOLD HARMLESS DRSTELLAMD AND ITS AFFILIATES, SUBSIDIARIES, AGENTS, INDEPENDENT CONTRACTORS, SHAREHOLDERS, DIRECTORS, OFFICERS, EMPLOYEES, AND THEIR RESPECTIVE SUCCESSORS AND ASSIGNS FROM AND AGAINST ANY AND ALL CLAIMS, ACTIONS, DEMANDS, LIABILITIES, COSTS, OR EXPENSES WHATSOEVER, INCLUDING, WITHOUT LIMITATION, LEGAL FEES AND DISBURSEMENTS, RESULTING DIRECTLY OR INDIRECTLY FROM: (I) YOUR BREACH OF ANY OF THESE TERMS AND CONDITIONS; (II) YOUR OR YOUR AUTHORIZED PROVIDER'S DOWNLOAD, USE, OR MISUSE OF, OR RELIANCE UPON, OR INABILITY TO ACCESS OR USE OUR WEBSITE ; (III) YOUR USE OR ACCESS OF ANY LINKED WEBSITES, SUCH AS THIRD-PARTY WEBSITES; (IV) ANY USER SUBMISSIONS, CONTENT, MATERIALS, POSTING OR INFORMATION ON OUR WEBSITE ; (V) UNAUTHORIZED ACCESS TO OR ALTERATION OF YOUR ACCOUNT, LOGIN CREDENTIALS, TRANSMISSIONS OR DATA, INCLUDING YOUR AUTHORIZED PROVIDER'S FAILURE TO KEEP PASSWORDS, ACCOUNT DETAILS AND ANY PERSONAL INFORMATION OR PERSONAL HEALTH INFORMATION SECURE AND CONFIDENTIAL; (VI) STATEMENTS OR CONDUCT OF ANY THIRD-PARTY; (VII) CHANGES TO OUR WEBSITE ; (VIII) OUTCOMES IN YOUR TREATMENT OR ENGAGEMENT WITH YOUR AUTHORIZED PROVIDER; (IX) INACCURACY OF THE INFORMATION YOU OR YOUR AUTHORIZED PROVIDER ENTERS OR ALLOWS SOMEONE ELSE TO ENTER INTO OUR APP; OR (X) MISUSE OF INFORMATION TRANSMITTED TO OR BY YOUR AUTHORIZED PROVIDER OR OTHERWISE.

This section (Indemnification) shall survive the termination or expiration of this Agreement.

#### **1. Modifications to our Website.**

DrStellaMD reserves the right at any time, and from time to time, to modify or discontinue, temporarily or permanently, our Platform or any part thereof, with or without notice to you. DrStellaMD shall not be liable to you or to any third party for any modifications, suspension, or discontinuance of our Platform or any part thereof. If DrStellaMD becomes involved in a merger, acquisition, or sale of some or all of its assets, DrStellaMD reserves the right to re-brand or relocate its services.

#### **1. Subscriptions and Promotions.**

DrStellaMD reserves the right, in its sole and absolute discretion, to determine your eligibility for any promotional offer pursuant to the applicable Promotional Terms. DrStellaMD reserves the right to change, amend, and alter then-current promotional offers or Promotional Terms as well as institute new promotional offers in its sole and absolute discretion. DrStellaMD does not guarantee that any promotional offers are or will be available to you at all, or in connection with any services desired by you.

The prices and availability of products and services made available on the Service may change at any time without notice to you. Prices remain valid while they are listed and offered on the Service. Prices will be as posted on the Service as of the date and time of your order, as applicable. Availability of products and services may be limited, and products may not be available for immediate delivery. Some products and services may not be available in certain areas.

#### **1. Contact Us**

If you have any questions about these Terms or the Service, please contact DrStellaMD at:

DrStellaMD

5207 E 5th St

Katy, TX 77493

Email Address: [customerservice@drstellamd.com](mailto:customerservice@drstellamd.com)

Phone: (832) 808-5574

#### **Mobile Terms of Service**

You agree to receive recurring automated promotional and personalized marketing text (e.g., SMS and MMS) messages (e.g. cart reminders) from DrStellaMD, including text messages that may be sent using an automatic telephone dialing system, to the mobile telephone number you provided when signing up or any other number that you designate. Consent to receive

automated marketing text messages is not a condition of any purchase. Msg & Data rates may apply. Text the keyword STOP to unsubscribe.

Message frequency will vary. DrStellaMD reserves the right to alter the frequency of messages sent at any time, so as to increase or decrease the total number of sent messages. DrStellaMD also reserves the right to change the shortcode or phone number from which messages are sent and we will notify you when we do so.

Not all mobile devices or handsets may be supported and our messages may not be deliverable in all areas. DrStellaMD, its service providers and the mobile carriers supported by the program are not liable for delayed or undelivered messages.

You also agree to DrStellaMD's Terms of Use and DrStellaMD's Privacy Policy.

### **Customer Care**

If you are experiencing any problems please contact us via email at:  
customerservice@drstellamd.com

### **Contact**

This message program is a service of DrStellaMD, located at 5207 E 5th St Katy, TX 77493

### **Refund policy**

#### **Refund & Cancellation Policy**

Updated: March 26, 2026

#### **Virtual Health Appointment Cancellations or No-Shows**

If you booked an appointment through DrStellaMD, you will have twenty-four (24) hours before the appointment to cancel. Cancellations less than twenty-four (24) hours before the appointment no-shows will result in a fee of \$30.00. Please contact customerservice@drstellamd.com

#### **Virtual Health Refunds**

Virtual Health consultation treatments, recommendations, prescriptions, and outcomes are at the sole discretion of the medical professional treating you. No refunds will be given because you do not agree with the decisions of the provider, nor are refunds given if you are pursuing services that are not a defined DrStellaMD consult type. You are paying for the provider's time to assess your medical needs and make the best determination for your health in their professional judgment.

Any issues with supplements and medical kits such as missing or damaged contents need to be brought to the attention of DrStellaMD within thirty (30) calendar days from the day of receipt in order to be investigated. Our team partnered pharmacies perform verifications and inspect everything thoroughly. However, bringing an issue to our attention will prompt an investigation by our team and allow us to respond appropriately. Each issue will be addressed on a case-by-case basis. Any requests received after thirty (30) calendar days of receipt will not be processed. Bringing an issue to our attention does not guarantee your desired outcome. Please keep in mind that where allergies are indicated, certain medications may be withheld from your kit.

Prescriptions are administered at the sole discretion of your provider. In the event of allergy or other medical condition that is a contraindication for a medication, it shall be omitted from the kit without substitution and the price of the medical kit will not be discounted, if medication is omitted.

Once you complete your required medical intake form here: <https://drstellamd.com/telehealth-services/>, one of our DrStellaMD providers may call you within 2-3 business days to verify your information and send your approved prescription to our partnered pharmacy to be fulfilled and delivered to your address.

This kit is not intended for an acute illness, but for use at the direction of a healthcare provider after appropriate assessment and diagnosis or in the event of an emergency, thus there should be no expectation for the kit to have expedited shipping, etc...

Customer must reach out to Customer Support at [customerservice@drstellamd.com](mailto:customerservice@drstellamd.com) within 30 days of ordering or signing up to notify of any issues with delivered medicine kit or supplements. After 30 days, no changes may be made, and no refunds will be issued.

### **Product Refunds and Returns**

We cannot accept returns; refunds may be issued at the sole discretion of the Company. If you receive the wrong item or an item arrives damaged, please contact customer service to request a refund or replacement.

While we take great care to ensure all shipments arrive to you without difficulty, DrStellaMD is not responsible for inaccurate addresses, customs, or other import issues. Refunds may not be honored if a shipment is returned if undeliverable. If a refund is issued, a service fee of \$15 will be deducted from the refund amount.

Please contact [customerservice@drstellamd.com](mailto:customerservice@drstellamd.com) for more information or if you believe there is an issue with product quality. Photos of the product(s) in question along with other identifiable information will need to be sent to Customer Service for review and refund approval. Refunds for product quality issues are not subject to a restocking fee. All complaints about product quality or damage must be reported to customer service within one (1) week of the delivery date to be eligible for a refund or replacement.

We are unable to refund after 30 days of any supplement and/or emergency kit purchase.

### **Memberships & Subscription Cancellations**

Annual memberships are a year-long commitment and will not be partially refunded if canceled. Cancellations will be effective upon the next scheduled annual renewal date. Monthly memberships and subscriptions may be canceled at any time, with the cancellation effective at the next scheduled monthly renewal date. DrStellaMD does not issue partial refunds for the cancellation of a monthly membership and/or monthly subscription. All memberships and subscriptions can be managed through the "Account" section of DrStellaMD's website.

**Please contact Customer Service at [customerservice@drstellamd.com](mailto:customerservice@drstellamd.com) for further assistance.**

### **OTHER IMPORTANT TERMS**

We may transfer our rights and obligations under a contract to another organization, but this will not affect your rights or our obligations under these Terms of Sale.

You may only transfer your rights or your obligations under these Terms of Sale to another person if we agree in writing.

We sell and deliver our marketplace products to international consumers through [marketplace.drstellamd.com](https://marketplace.drstellamd.com) and deliver using USPS which works with the local postal services of different nations wherever available.