

PRIKME, INC.

TERMS OF SERVICE

Effective Date: May 4, 2026

These Terms of Service (these “Terms”) govern access to and use of the Prikme mobile applications, related websites, and online services (collectively, the “Platform”), operated by Prikme, Inc., a Delaware corporation qualified to do business in California (“Prikme,” “we,” “us,” or “our”). By creating an account, accessing, or using the Platform, you agree to be bound by these Terms. If you do not agree, you may not access or use the Platform.

Important notices. These Terms include a binding arbitration provision and class action waiver in Section 18, an assumption of risk and release of claims in Section 12, and significant limitations on Prikme’s liability in Section 13. Please read them carefully.

1. The Platform; What Prikme Is and Is Not

Prikme operates an internet-based technology marketplace within the meaning of California Business and Professions Code section 650(h) that provides advertising, appointment booking, and patient information services connecting prospective patients (“Patients”) with independent licensed healthcare professionals (“Providers”) offering aesthetic and wellness services. Prikme is not a healthcare provider, medical practice, hospital, clinic, pharmacy, or medical organization. Prikme does not provide, supervise, direct, or control any medical, nursing, aesthetic, wellness, or other healthcare services. Prikme does not employ, retain, or act as the agent of any Provider in any clinical capacity. All clinical decisions, treatment protocols, and healthcare services are exclusively within the professional discretion and responsibility of the Provider.

2. Eligibility

To use the Platform, you must be at least eighteen (18) years of age and capable of forming a binding contract with Prikme under applicable law. By accessing or using the Platform, you represent and warrant that you meet these requirements. The Platform is intended for use within the United States, and at launch is offered only in California.

3. Accounts and Registration

To use most features of the Platform, you must create an account and provide accurate and complete information. You are responsible for safeguarding your account credentials, for any activity that occurs under your account, and for promptly notifying Prikme of any unauthorized use. Prikme may refuse, suspend, or terminate any account for any reason consistent with applicable law and these Terms.

Provider accounts are subject to additional terms set forth in the Platform Provider Agreement, which is incorporated into these Terms by reference for all Providers and business account administrators. In the event of any conflict between these Terms and the Platform Provider Agreement, the Platform Provider Agreement controls with respect to the Provider's relationship with Prikme.

4. Patient Platform Waiver

As a condition of creating a Patient account and booking services through the Platform, each Patient must execute the Patient Platform Waiver and Release. The Patient Platform Waiver is incorporated into these Terms by reference. In the event of any conflict between these Terms and the Patient Platform Waiver with respect to the matters addressed in the Patient Platform Waiver, the Patient Platform Waiver controls.

5. Independent Selection of Providers; No Endorsement

Patients independently select Providers based on Provider profiles, credentials, services offered, pricing, and other information made available on the Platform. Prikme does not recommend, endorse, or select any specific Provider for any specific Patient. Where displayed, Prikme's "Verified" badge indicates only that Prikme has confirmed the designated Provider's licensure status at the time of verification; the Verified badge is not an endorsement, recommendation, or guarantee of the Provider's qualifications, clinical skills, safety record, or services. Sponsored or promoted listings, where available, are clearly disclosed to Patients as paid advertising and do not constitute a recommendation by Prikme.

6. Bookings and Payments

6.1 Booking Flow.

Patients submit appointment requests through the Platform. Each booking creates a contractual relationship between the Patient and the selected Provider. Prikme is not a party to that contract. Provider sets the price, scope, location, and terms of the appointment, including the cancellation and no-show policy applicable to that booking.

6.2 Payment Processing.

Payments are processed by Stripe, Inc. and Stripe Connect Express. Patient payments are charged to the Provider's connected Stripe account using a destination-charge model, with Prikme's platform fee deducted at the time of charge. Prikme does not hold Patient payment funds in its own balance. Patients authorize Prikme and its payment processor to charge the payment method on file for any amounts due in connection with a booking, including the deposit, service fees, applicable taxes, gratuities elected by the Patient, and any cancellation, no-show, or other fees authorized by the Provider's policy in effect at the time of booking.

6.3 Cancellation and No-Show.

Each Provider sets the cancellation window and cancellation, no-show, and refund rules applicable to that Provider's services. The cancellation policy in effect at the time a booking is created is applied to that booking; subsequent changes by the Provider do not affect existing bookings. The applicable policy is presented to the Patient before checkout, and the Patient's confirmation of the booking constitutes acceptance of that policy.

6.4 Tipping.

After an appointment is completed, Patients may, but are not required to, provide a gratuity to the Provider through the Platform. Prikme retains no portion of any gratuity; the entire gratuity is paid to the Provider. Gratuities, once charged, are non-refundable except as required by law or as authorized by Prikme in its discretion.

6.5 Refunds.

Refunds are processed exclusively through Prikme's administrative function and are not issued directly by Providers. Refunds may be issued at Prikme's discretion, including in connection with provider cancellations or declines, account suspensions, dispute resolutions, and good-faith Patient support requests. Prikme's decision to issue or decline a refund does not constitute admission of liability and does not waive any other right or remedy.

6.6 Cash-Pay Marketplace.

The Platform is a cash-pay marketplace. Providers are prohibited from billing Medicare, Medicaid, Medi-Cal, or any other federal or state healthcare program for services booked through the Platform, and Prikme does not facilitate or process any such billing.

7. User Content

7.1 Definition.

"User Content" means any content you submit to the Platform, including profile information, photographs, intake-form responses, treatment notes, in-app messages, reviews, ratings, and any other materials. As between you and Prikme, you retain ownership of your User Content.

7.2 License to Prikme.

You grant Prikme a non-exclusive, royalty-free, worldwide license to host, store, reproduce, modify (for technical purposes only), display, and transmit your User Content as reasonably necessary to operate the Platform and to provide the services described in these Terms and our Privacy Policy. The license terminates with respect to a particular item of User Content when you delete that item, except that Prikme may retain copies as required by law, for backup and disaster-recovery purposes, and for the legal-evidence and audit-record purposes described in our Privacy Policy.

7.3 Representations.

You represent and warrant that you have all rights necessary to submit your User Content and to grant the license in Section 7.2, and that your User Content does not violate any applicable law or third-party right, including intellectual property, privacy, and publicity rights.

7.4 Prohibited Content and Conduct.

You will not submit User Content or use the Platform in any manner that: (a) is unlawful, defamatory, obscene, harassing, threatening, hateful, or invasive of another's privacy; (b) infringes any patent, trademark, copyright, trade secret, or other intellectual property right; (c) contains any virus, malware, or other harmful code; (d) attempts to circumvent the Platform's payment processing or other security features; (e) impersonates any person or entity or misrepresents your affiliation with any person or entity; (f) collects information about other users without their consent; (g) interferes with or disrupts the Platform; or (h) violates these Terms, the Patient Platform Waiver, or the Platform Provider Agreement, as applicable.

8. Reviews and Ratings

The Platform permits Patients who have completed a booking with a Provider to submit a star rating and a written review of that Provider. Reviews must be the Patient's honest, first-hand experience and must comply with Section 7.4. Prikme may, in its sole discretion, hide or remove a review for violation of these Terms or for content that is defamatory, profane, harassing, off-topic, fake or incentivized, or that discloses protected health information of any third party. Prikme does not edit the substantive content of reviews and will not hide or remove a review based solely on rating, sentiment, or a Provider's objection. A reviewer whose review is hidden may appeal through Prikme's support channels. Section 230(c) of the Communications Decency Act, 47 U.S.C. § 230, applies to user-generated content on the Platform.

9. Intellectual Property

The Platform, including all software, technology, designs, text, graphics, logos, trademarks, service marks, and other content (other than User Content), is the property of Prikme or its licensors and is protected by United States and international intellectual property laws. Prikme grants you a limited, non-exclusive, non-transferable, revocable license to access and use the Platform solely as permitted by these Terms and the End User License Agreement. All rights not expressly granted are reserved.

10. Copyright Complaints

Prikme respects the intellectual property rights of others. If you believe that material on the Platform infringes your copyright, you may submit a notice complying with the Digital Millennium Copyright Act, 17 U.S.C. § 512, to Prikme's designated agent at legal@prikme.com. Repeat infringers will be terminated.

11. Privacy

Use of the Platform is also governed by Prikme's Privacy Policy, which is incorporated into these Terms by reference. By using the Platform, you acknowledge that you have read and understood the Privacy Policy.

12. Assumption of Risk; Release

Patient acknowledges that the aesthetic and wellness services available for booking through the Platform, including without limitation injectable treatments (such as botulinum toxin products, dermal fillers, Kybella, and weight-loss injections), intravenous therapy, PDO threads, microneedling, chemical peels, and dermaplaning or body contouring, carry inherent risks, including adverse reactions, complications, and in rare cases serious injury. Patient assumes all risks associated with any service booked through the Platform. The Patient Platform Waiver contains a release of claims against Prikme arising from Provider services and an express waiver of California Civil Code section 1542. Patient's acceptance of these Terms confirms Patient's acceptance of the Patient Platform Waiver.

13. Disclaimer of Warranties

THE PLATFORM IS PROVIDED ON AN "AS IS" AND "AS AVAILABLE" BASIS, WITH ALL FAULTS. TO THE FULLEST EXTENT PERMITTED BY LAW, PRIKME DISCLAIMS ALL WARRANTIES OF ANY KIND, WHETHER EXPRESS, IMPLIED, OR STATUTORY, INCLUDING WITHOUT LIMITATION WARRANTIES OF MERCHANTABILITY, FITNESS FOR A PARTICULAR PURPOSE, TITLE, NON-INFRINGEMENT, ACCURACY, AND ANY WARRANTY ARISING FROM COURSE OF DEALING OR USAGE OF TRADE. PRIKME DOES NOT WARRANT THAT THE PLATFORM WILL BE UNINTERRUPTED, SECURE, OR ERROR-FREE, THAT DEFECTS WILL BE CORRECTED, OR THAT THE PLATFORM IS FREE OF VIRUSES OR OTHER HARMFUL COMPONENTS.

PRIKME MAKES NO WARRANTY REGARDING THE QUALIFICATIONS, CREDENTIALS, CONDUCT, OR SERVICES OF ANY PROVIDER, AND DOES NOT WARRANT THE SAFETY, EFFICACY, OR REGULATORY STATUS OF ANY PRODUCT OR TREATMENT OFFERED THROUGH THE PLATFORM, INCLUDING WITHOUT LIMITATION ANY COMPOUNDED MEDICATION.

14. Limitation of Liability

TO THE FULLEST EXTENT PERMITTED BY LAW, IN NO EVENT SHALL PRIKME OR ITS OFFICERS, DIRECTORS, EMPLOYEES, AGENTS, SUCCESSORS, OR ASSIGNS BE LIABLE TO YOU FOR ANY INDIRECT, INCIDENTAL, SPECIAL, CONSEQUENTIAL, EXEMPLARY, OR PUNITIVE DAMAGES, INCLUDING

WITHOUT LIMITATION LOSS OF PROFITS, LOSS OF REVENUE, LOSS OF DATA, LOSS OF GOODWILL, PERSONAL INJURY, OR PROPERTY DAMAGE ARISING OUT OF OR RELATING TO YOUR USE OF THE PLATFORM OR ANY SERVICES BOOKED THROUGH THE PLATFORM, REGARDLESS OF WHETHER PRIKME HAS BEEN ADVISED OF THE POSSIBILITY OF SUCH DAMAGES AND REGARDLESS OF THE FORM OF ACTION.

THE TOTAL CUMULATIVE LIABILITY OF PRIKME ARISING OUT OF OR RELATING TO THESE TERMS OR YOUR USE OF THE PLATFORM SHALL NOT EXCEED THE GREATER OF: (A) THE TOTAL FEES PAID BY YOU TO PRIKME IN THE THREE (3) MONTHS IMMEDIATELY PRECEDING THE EVENT GIVING RISE TO THE CLAIM, OR (B) ONE HUNDRED DOLLARS (\$100). THESE LIMITATIONS APPLY NOTWITHSTANDING ANY FAILURE OF ESSENTIAL PURPOSE OF ANY LIMITED REMEDY.

Some jurisdictions do not allow the exclusion or limitation of certain damages, so portions of this Section 14 may not apply to you. Nothing in these Terms limits liability that cannot be limited under applicable law.

15. Indemnification

You agree to defend, indemnify, and hold harmless Prikme and its officers, directors, employees, agents, successors, and assigns from and against any claims, demands, actions, liabilities, losses, damages, costs, and expenses, including reasonable attorneys' fees, arising out of or relating to: (a) your access to or use of the Platform; (b) your User Content; (c) your violation of these Terms, the Patient Platform Waiver, or the Platform Provider Agreement, as applicable; (d) your violation of any applicable law or third-party right; and (e) in the case of a Provider, the services Provider renders to any Patient and any claim by a Patient or third party arising therefrom.

16. Suspension and Termination

Prikme may suspend or terminate your access to the Platform, with or without notice, at any time and for any reason consistent with applicable law, including for violation of these Terms or any incorporated agreement, suspected fraud or unlawful conduct, or risk to the safety of users or to Prikme. You may terminate your account at any time through the in-app account-deletion function or by contacting Prikme. Termination does not relieve any party of obligations that accrued before termination. The provisions of these Terms that by their nature are intended to survive termination shall survive, including Sections 7.2, 9, 10, 12, 13, 14, 15, 17, 18, 19, and 20.

17. Modifications to the Platform and These Terms

Prikme reserves the right to modify, suspend, or discontinue any feature of the Platform at any time. Prikme may also modify these Terms from time to time. Material changes will be

communicated through the Platform or by other reasonable means in advance of the effective date. Your continued use of the Platform after the effective date constitutes acceptance of the modified Terms. If you do not accept the modified Terms, your sole remedy is to discontinue use of the Platform and delete your account.

18. Dispute Resolution; Binding Arbitration; Class Action Waiver

18.1 Mandatory Arbitration.

ANY DISPUTE, CONTROVERSY, OR CLAIM ARISING OUT OF OR RELATING TO THESE TERMS, THE PLATFORM, OR ANY SERVICES BOOKED THROUGH THE PLATFORM SHALL BE FINALLY AND EXCLUSIVELY RESOLVED BY BINDING ARBITRATION ADMINISTERED BY JAMS PURSUANT TO ITS CONSUMER ARBITRATION MINIMUM STANDARDS THEN IN EFFECT. THE ARBITRATION SHALL BE CONDUCTED BEFORE A SINGLE ARBITRATOR IN LOS ANGELES, CALIFORNIA. THE ARBITRATOR MAY AWARD ANY REMEDY THAT A COURT OF COMPETENT JURISDICTION COULD ORDER. THE AWARD SHALL BE FINAL AND BINDING AND MAY BE ENTERED AS A JUDGMENT IN ANY COURT OF COMPETENT JURISDICTION.

18.2 Class Action Waiver.

EACH PARTY WAIVES ANY RIGHT TO ASSERT ANY CLAIM AGAINST THE OTHER PARTY AS A PLAINTIFF OR CLASS MEMBER IN ANY CLASS ACTION, COLLECTIVE ACTION, OR OTHER REPRESENTATIVE PROCEEDING. THE ARBITRATOR SHALL HAVE NO AUTHORITY TO CONSOLIDATE OR JOIN THE CLAIMS OF MULTIPLE PARTIES.

18.3 Exceptions.

Notwithstanding Section 18.1, either party may (a) seek emergency injunctive or other equitable relief from a court of competent jurisdiction to prevent irreparable harm pending resolution of an arbitration, (b) bring an individual claim in small claims court if the claim qualifies, and (c) pursue claims of intellectual property infringement in court.

18.4 Mass Filings.

If twenty-five (25) or more substantially similar arbitration demands are filed against Prikme by or with the assistance of the same counsel or coordinated counsel, the parties agree that JAMS shall administer the demands as a coordinated proceeding under its mass arbitration procedures or successor procedures, and that bellwether arbitrations and staged filing fees may be used to manage the proceeding. This Section is intended to ensure orderly resolution of mass claims and is not a waiver of any party's right to arbitrate.

18.5 Governing Law and Forum.

These Terms shall be governed by and construed in accordance with the laws of the State of California, without regard to its conflict of law principles. The Federal Arbitration Act governs the interpretation and enforcement of Section 18.1. Subject to Section 18.1, any action permitted to be brought in court shall be brought exclusively in the state or federal courts located in Los Angeles County, California, and each party consents to the personal jurisdiction of those courts.

19. Notices

Notices to Prikme shall be delivered to legal@prikme.com or to Prikme, Inc., 3555 Valley Meadow Road, Sherman Oaks, California 91403. Notices to you may be delivered to the email address or mobile telephone number associated with your account or by in-app message and shall be deemed given when sent.

20. General

These Terms, together with the Privacy Policy, the End User License Agreement, the Patient Platform Waiver (for Patients), and the Platform Provider Agreement (for Providers), constitute the entire agreement between you and Prikme regarding the Platform and supersede all prior agreements and understandings on the subject. If any provision is held invalid or unenforceable, that provision shall be modified to the minimum extent necessary to make it enforceable, and the remaining provisions shall continue in full force and effect. The failure to enforce any provision is not a waiver of the right to enforce that provision in the future. You may not assign these Terms without Prikme's prior written consent; Prikme may assign these Terms freely. There are no third-party beneficiaries to these Terms. Section headings are for convenience only and do not affect interpretation.