

Terms of Service

KAYU Health — a brand of VytalBio, a California Professional Medical Corporation

Effective Date: April 21, 2026 | **Last Updated:** April 21, 2026

1. Agreement to These Terms

These Terms of Service (“**Terms**”) are a binding agreement between you and **VytalBio**, a California Professional Medical Corporation doing business as **KAYU Health** (“**KAYU**,” “**we**,” or “**us**”), governing your access to and use of the website **kayuhealth.com**, the KAYU HEALTH mobile application, the patient portal at **portal.kayuhealth.com**, and all related features, content, and telehealth services (collectively, the “**Services**”).

By creating an account, booking a consult, or otherwise using the Services, you agree to these Terms and to our **Privacy Policy**. If you do not agree, do not use the Services.

2. Eligibility

- You must be at least 18 years old, or 13–17 with a parent or guardian’s consent and participation.
- Clinical Services are available only to residents physically located in U.S. states where our clinicians are licensed at the time of the visit.
- You must provide accurate, complete, and current information when creating your account.

3. Nature of the Services; Not for Emergencies

KAYU provides non-emergency telehealth consultations, personalized protocols, laboratory ordering, and related wellness content. The Services are **not** appropriate for medical emergencies.

If you are experiencing a medical emergency, call 911 or go to the nearest emergency room. Do not use the Services to seek urgent or emergency care.

4. Provider-Patient Relationship

Your clinical interactions are with licensed clinicians employed by or contracted with VytalBio. A provider-patient relationship is established only after (a) you complete the intake, (b) a clinician accepts you as a patient, and (c) an initial consult is conducted. Clinicians may, in their professional judgment, decline to prescribe, order labs, or continue care at any time.

5. Accounts, Security, and Acceptable Use

- Keep your login credentials confidential; you are responsible for activity under your account.
- Notify us immediately at **support@kayuhealth.com** if you suspect unauthorized access.
- Do not share your account, impersonate another person, or provide false health information.
- Do not reverse-engineer, scrape, or interfere with the Services, or use them to violate any law.

6. Payment, Subscriptions, and Refunds

- Fees for consults, memberships, and prescriptions are displayed before checkout and charged through Stripe.
- Subscriptions automatically renew until cancelled in **Profile** → **Billing** or by emailing **support@kayuhealth.com**.
- Consult fees are generally non-refundable once a clinician has reviewed your intake. Membership fees are non-refundable except as required by law.
- Prescription and laboratory fees charged by third parties (pharmacies, labs) are their responsibility and may be non-refundable.

7. Text Messaging (SMS) Terms

By providing your mobile number and checking the SMS opt-in box during sign-up, intake, or on any KAYU Health form, you expressly consent to receive text messages from KAYU Health at that number, including through automated systems. Consent to receive SMS is **not** a condition of purchase or of receiving clinical Services.

- **Message types:** appointment reminders, portal and account alerts, care-team replies, shipping and lab updates, and occasional service announcements.
- **Message frequency:** varies with your activity (typically up to 10 messages per month).
- **Rates:** Message and data rates may apply. Your carrier's standard rates apply.
- **HELP:** Reply **HELP** at any time for assistance, or email **support@kayuhealth.com**.
- **STOP:** Reply **STOP** to any message to opt out. You will receive one final confirmation message.
- **Carriers:** Wireless carriers are not liable for delayed or undelivered messages.

No mobile information will be shared with third parties or affiliates for marketing or promotional purposes. Your mobile opt-in and consent data are never sold, rented, or shared for marketing.

8. Prescriptions and Controlled Substances

Prescriptions are issued only when a KAYU clinician determines, in their sole professional judgment, that a medication is appropriate and medically necessary. We do not guarantee that any particular medication will be prescribed. We do not prescribe Schedule II controlled substances. Additional identity verification may be required for controlled-substance prescriptions permitted under applicable law.

9. Laboratory Services

Laboratory tests are ordered at the discretion of a KAYU clinician and performed by independent laboratory partners. Results are delivered through the KAYU portal and reviewed by your clinician. KAYU is not responsible for laboratory errors, delays, or specimen issues outside our reasonable control.

10. Intellectual Property

The Services, including all software, content, designs, logos, and the name "KAYU Health," are owned by VytalBio or its licensors and are protected by intellectual-property laws. We grant you a limited, revocable, non-exclusive, non-transferable license to use the Services for your personal, non-commercial use.

11. Third-Party Services

The Services may link to or integrate with third-party services (e.g., Stripe, Daily.co, pharmacies, laboratories). Your use of those services is governed by their own terms and privacy policies. We are not responsible for third-party content or practices.

12. Disclaimers

THE SERVICES ARE PROVIDED “AS IS” AND “AS AVAILABLE.” TO THE FULLEST EXTENT PERMITTED BY LAW, VYTALBIO DISCLAIMS ALL WARRANTIES, EXPRESS OR IMPLIED, INCLUDING IMPLIED WARRANTIES OF MERCHANTABILITY, FITNESS FOR A PARTICULAR PURPOSE, AND NON-INFRINGEMENT. WE DO NOT WARRANT THAT THE SERVICES WILL BE UNINTERRUPTED, ERROR-FREE, OR FREE OF HARMFUL COMPONENTS.

13. Limitation of Liability

TO THE FULLEST EXTENT PERMITTED BY LAW, VYTALBIO AND ITS OFFICERS, DIRECTORS, EMPLOYEES, AND AGENTS SHALL NOT BE LIABLE FOR ANY INDIRECT, INCIDENTAL, SPECIAL, CONSEQUENTIAL, OR PUNITIVE DAMAGES, OR ANY LOSS OF PROFITS OR REVENUES, ARISING OUT OF OR RELATED TO YOUR USE OF THE SERVICES. OUR AGGREGATE LIABILITY FOR ANY CLAIM RELATING TO THE SERVICES WILL NOT EXCEED THE GREATER OF (A) THE AMOUNT YOU PAID US IN THE TWELVE MONTHS PRECEDING THE CLAIM, OR (B) ONE HUNDRED U.S. DOLLARS (USD \$100). NOTHING IN THESE TERMS LIMITS LIABILITY THAT CANNOT BE LIMITED UNDER APPLICABLE LAW (INCLUDING LIABILITY FOR A CLINICIAN’S PROFESSIONAL NEGLIGENCE).

14. Indemnification

You agree to indemnify and hold harmless VytalBio and its affiliates from any claim, loss, or expense (including reasonable attorneys’ fees) arising from your misuse of the Services, your breach of these Terms, or your violation of any law or the rights of a third party.

15. Dispute Resolution; Arbitration; Class-Action Waiver

Any dispute, claim, or controversy arising out of or relating to these Terms or the Services will be resolved through binding individual arbitration administered by JAMS under its Streamlined Arbitration Rules, seated in Los Angeles County, California. You and VytalBio each waive the right to a jury trial and the right to participate in a class, collective, or representative action. You may opt out of arbitration by emailing legal@kayuhealth.com within 30 days of first accepting these Terms. Nothing in this section prevents either party from seeking injunctive relief in court for intellectual-property misuse, or from filing a complaint with a government agency.

16. Governing Law; Venue

These Terms are governed by the laws of the State of California, without regard to its conflict-of-laws principles. For any matter not subject to arbitration, the exclusive venue is the state and federal courts located in Los Angeles County, California.

17. Termination

You may stop using the Services and delete your account at any time. We may suspend or terminate your access if you breach these Terms, misuse the Services, or if continued provision would be clinically, legally, or commercially impracticable. Sections 7, 8, 10, 12-16, and 18 survive termination.

18. Changes to These Terms

We may update these Terms from time to time. Material changes will be communicated via email or in-app notice, and the “Last Updated” date above will be revised. Your continued use of the Services after an update means you accept the revised Terms.

19. Contact

VytalBio (d/b/a KAYU Health)

1106 N La Cienega Blvd., Suite 204, Room 2

West Hollywood, CA 90069

Support: support@kayuhealth.com

Legal / Privacy: legal@kayuhealth.com | privacy@kayuhealth.com

Website: <https://kayuhealth.com>