

IMPORTANT

PLEASE CAREFULLY READ AND UNDERSTAND THESE TERMS AND CONDITIONS OF USE BEFORE ACCESSING OR USING MEDCARDS MADE EASY, INC.'S ("MEDCARDS MADE EASY" OR THE "COMPANY") SITES OR SERVICES. THESE TERMS CONTAIN DISCLAIMERS OF WARRANTIES AND LIMITATIONS OF LIABILITIES. THESE TERMS FORM AN ESSENTIAL BASIS OF OUR AGREEMENT.

BY USING MEDCARDS MADE EASY, INC.'S SITES OR SERVICES YOU AGREE TO BE BOUND BY THESE TERMS AND CONDITIONS OF USE ("TERMS"). TOGETHER WITH OUR PRIVACY POLICY AND ANY ADDITIONAL TERMS OR CONDITIONS THAT ARE SPECIFIC TO A PARTICULAR PRODUCT OR SERVICE, FORM A LEGALLY BINDING AGREEMENT ("AGREEMENT") BETWEEN YOU AND MEDCARDS MADE EASY. THIS AGREEMENT GOVERNS YOUR ACCESS TO AND USE OF THE WEBSITE WWW.MEDCARDSMADEEASY.COM ("WEBSITE"), THE PRODUCTS AND SERVICES PROVIDED BY MEDCARDS MADE EASY, ANY ORDER YOU PLACE THROUGH THE WEBSITE, BY TELEPHONE, OR OTHER ACCEPTED METHOD OF PURCHASE AND, AS APPLICABLE, YOUR USE OR ATTEMPTED USE OF THE PRODUCTS OR SERVICES OFFERED ON OR AVAILABLE THROUGH THE WEBSITE, BY VISITING THIS WEBSITE AND/OR PURCHASING SOMETHING FROM MEDCARDS MADE EASY.

THIS AGREEMENT CONTAINS ARBITRATION AND CLASS ACTION WAIVER PROVISIONS THAT WAIVE YOUR RIGHT TO A COURT HEARING, RIGHT TO A JURY TRIAL, AND RIGHT TO PARTICIPATE IN A CLASS ACTION. ARBITRATION IS MANDATORY AND IS THE EXCLUSIVE REMEDY FOR ANY AND ALL DISPUTES. UNLESS SPECIFIED BELOW IN SECTION XIX OR IF YOU OPT-OUT. PLEASE CAREFULLY REVIEW THE DISPUTE RESOLUTION PROVISIONS IN SECTION XIX BELOW WHICH ALSO DESCRIBES YOUR RIGHT TO OPT-OUT.

YOU CAN REVIEW THE MOST CURRENT VERSION OF THE TERMS AT ANY TIME ON THIS PAGE ([HTTPS://WWW.MEDCARDS MADE EASY.COM/TERMS-AND-CONDITIONS/](https://www.medicardsmadeeasy.com/terms-and-conditions/)). WE RESERVE THE RIGHT TO UPDATE, CHANGE, OR REPLACE ANY PART OF THESE TERMS BY POSTING UPDATES AND/OR CHANGES TO OUR WEBSITE. IT IS YOUR RESPONSIBILITY TO CHECK THIS PAGE PERIODICALLY FOR CHANGES.

YOUR CONTINUED USE OF OR ACCESS TO THE WEBSITE FOLLOWING THE POSTING OF ANY CHANGES CONSTITUTES BINDING ACCEPTANCE OF THOSE CHANGES.

INTRODUCTION TO MEDCARDS MADE EASY

MEDCARDS MADE EASY is not a medical marijuana collective or cooperative. We offer to receive information from medical cannabis patients, to perform patient pre-verification checks in compliance with all applicable laws and regulations, and provide a virtual environment, such as a website and mobile app, through which patients and lawfully operated collectives, cooperatives, and general businesses may establish a relationship for the provision of medical cannabis. It is the sole responsibility of the third-party doctors, or collective, cooperative, or delivery service to be in compliance with applicable state laws and regulations. While we make reasonable efforts, such as by reviewing state licenses, to ensure that any third party providers with whom we affiliate operate in compliance with applicable regulations, we make no representations, promises, or warranties with respect to the legality, suitability, or otherwise regarding such third party providers and have no responsibility or liability with respect to services provided to you by such third parties.

I. ELIGIBILITY

In order to qualify to use MEDCARDS MADE EASY's Services, you must:

- Be 18 years of age or older, or have a parent/guardian assist you;
- Be located in a state where medical cannabis is legal; and
- Agree to be legally bound by and comply with this Agreement

You understand and agree that satisfying the above requirements does not guarantee that you will receive Services through MEDCARDS MADE EASY. In addition to the above requirements, MEDCARDS MADE EASY and certain affiliated professional entities reserve the right to change or include new requirements as deemed appropriate in their sole discretion without providing prior notice to you. By using MEDCARDS MADE EASY's Service, you expressly represent and warrant that you are at least 18 years old, have capacity to enter into this agreement, are located in a jurisdiction where medical cannabis is legal, agree to the terms of this Agreement, and that you will comply with this agreement in all respects.

II. REQUIREMENTS FOR USE

You may only access MEDCARDS MADE EASY's Services using authorized means. You must have compatible computing and/or mobile devices, access to the Internet, and certain necessary software in order to use the Website or mobile applications. Fees and charges may apply to your use of the mobile services and to the Internet. MEDCARDS MADE EASY reserves the right to terminate this Agreement should you be using the Service with an incompatible or unauthorized device.

III. PRIVACY POLICY

MEDCARDS MADE EASY understands the importance of confidentiality and privacy regarding your information. Please see our Privacy Policy available on the at <https://www.MEDCARDS MADE EASY.com/privacy-policy/> for a

description of how we may collect and use your personal information MEDCARDS MADE EASY's Privacy Policy is incorporated into these Terms by reference and constitute a part of these Terms.

IV. YOUR RELATIONSHIP WITH MEDCARDS MADE EASY

MEDCARDS MADE EASY does not provide any medical services, including via the Sites and Services. Rather, MEDCARDS MADE EASY provides a technology platform for you to access an independent licensed health care provider or similar affiliated professional entities and obtain access to additional information, which you may or may not choose to utilize in planning your health care and wellness. The health and wellness resources made available through our Services are not a substitute for direct in-person health care services in all cases. The decision to focus on diagnosis, treatment recommendations, or both, rests with you and the health care provider. You understand that by coordinating and, in certain cases, consulting with a licensed healthcare provider or an affiliate health care provider through the Services, you are not entering into a provider-patient relationship with MEDCARDS MADE EASY. You further agree that the opinions expressed by a licensed health care provider are solely those of the provider and are not an expression of opinion or medical diagnosis by MEDCARDS MADE EASY.

MEDCARDS MADE EASY is not responsible for any fraud, falsifying, or misrepresentation that has been made from people falsely claiming to work with MEDCARDS MADE EASY. If you do get in contact with such person(s) you are required to contact us to verify they are an official representative of MEDCARDS MADE EASY.

By accepting the Terms, you agree and consent to MEDCARDS MADE EASY, MEDCARDS MADE EASY affiliates, or licensed health care providers sending you

disclosures, notices, messages, reports, and other communications. It is your responsibility to monitor these communications. You acknowledge and agree that you will not hold us or any MEDCARDS MADE EASY affiliate liable for any loss, injury, or claim of any kind resulting from your failure to read these communications or for your failure to comply with any treatment recommendations contained in these communications.

V. CONSULTATIVE SERVICE

In some cases, a licensed healthcare provider or affiliated health care provider may use the Services to provide advice or treatment to you. A licensed health care provider consulting with you through the Services may not have the benefit of information that would be obtained by examining you in person and observing your physical condition, in each instance. Therefore, the health care provider may not be aware of facts or information that may affect his or her opinion regarding a potential diagnosis or treatment recommendation. To reduce the risk to you of this limitation, MEDCARDS MADE EASY strongly encourages you to provide all relevant information and discuss any and all diagnosis and treatment options with a health care provider. Moreover, a health care provider utilizing MEDCARDS MADE EASY may be limited by state law in prescribing certain medications to you without first conducting an in-person physical examination. By deciding to engage the Services, you acknowledge and agree that you are aware of these limitations and agree to assume the risk of these limitations. Furthermore, you agree and accept that: (i) any diagnosis you may receive is limited and, in some cases, provisional; (ii) the health care services are not intended, in all cases, to replace a full medical evaluation or an in-person visit with a health care provider; (iii) a health care provider acting through the Services may not have important information that is usually obtained through a “hands-on” physical examination; and (iv) the absence of a physical examination may affect the health care provider’s ability to diagnose any potential condition, disease or injury.

You further understand that the opinions and recommendations that you receive through the Service are solely those of the licensed healthcare provider and not MEDCARDS MADE EASY. MEDCARDS MADE EASY has no employment or agency relationship with any of the licensed healthcare providers using the Service and, as such, is not responsible or liable for any of the provider's opinions or recommendations.

VI. PERSONALIZED COUNSELING

In some cases, a qualified cannabis consultant may use the Services to provide you general information about the cannabis plant. By electing to have a personalized consultation, you understand and agree that that the information provided by the cannabis consultant is for informational purposes only, is not medical advice, and is not intended to diagnose or treat any medical condition. You further understand and agree that the cannabis consultant's opinions and recommendations are solely those of the consultant and not MEDCARDS MADE EASY. MEDCARDS MADE EASY has no employment or agency relationship with any of the cannabis consultants using the Service and, as such, is not responsible or liable for any of the consultant's opinions or recommendations.

VII. COMPLIANCE WITH ALL APPLICABLE MEDICAL CANNABIS LAWS

By signing up for MEDCARDS MADE EASY and/or using any of MEDCARDS MADE EASY's Services, you expressly acknowledge that MEDCARDS MADE EASY is solely for qualified patients residing in states who have adopted legislation providing medical use of marijuana. You further represent that you are such a patient or, where permissible, the primary caregiver for such a patient. You expressly acknowledge that you are familiar and assume full responsibility for cooperating with all laws regarding the use, possession, cultivation, transportation, and distribution of medical cannabis. You further acknowledge

that any of these activities may be illegal under state law unless all participants are acting completely within the scope of their respective states' medical marijuana laws. You further acknowledge that you understand that the use, possession, cultivation, transportation, and/or distribution of cannabis is illegal under federal law, and that individuals are subject to arrest and/or prosecution by federal officials. You acknowledge and agree that MEDCARDS MADE EASY neither provides nor has any obligation to provide any legal protections, such as indemnification, with respect to any civil, criminal, or administrative proceeding, investigation, litigation, or prosecution. MEDCARDS MADE EASY has its principal place of business in Washington D.C. However, MEDCARDS MADE EASY may be accessible to all states. Regardless of the state in which you live, you must abide by and follow the laws of the state in which you are a resident.

VIII. MEDCARDS MADE EASY'S SERVICES ARE EXCLUSIVELY FOR PERSONAL USE AND IN COMPLIANCE WITH APPLICABLE LAWS

Your use of MEDCARDS MADE EASY's Services is for your sole, personal use. You agree that you may not and shall not authorize others to use your user status, that you may not and shall not assign or otherwise transfer your user account to any other person or entity, and that you may not and shall not share with or distribute to any third party any medical cannabis except to the extent you are the primary caregiver for a qualified patient, where applicable law provides for the same. You further agree that you will at all times act in full compliance with the laws of your state concerning medical (or recreational) use of cannabis collectives and/or cooperatives, and all applicable marijuana laws.

IX. PAYMENT

You agree to pay all fees due for services requested. You will see a prompt for your payment details, such as your credit card information and any promotional codes you may have. By entering your payment information and submitting your

request, you authorize us, our affiliates, or our third-party payment processors to charge the amount due.

Your payments to MEDCARDS MADE EASY may include fees charged by health care organization(s) or provider(s) for health care services and/or pharmacy services, which MEDCARDS MADE EASY collects on their behalf. Any health care services not made available through MEDCARDS MADE EASY's Service are not included in the payments collected by MEDCARDS MADE EASY and you may be separately charged by the applicable health care providers for such services. In the event that your credit card expires or MEDCARDS MADE EASY, our affiliates, or our third-party payment processors are unable to process your payment, you may receive notice for you to provide an alternative payment method. MEDCARDS MADE EASY and/or the health care organization(s) and/or provider(s) have no obligation to provide any health care services unless and until full payment has been received and/or verified.

X. SUBMITTED MATERIALS AND USER-GENERATED CONTENT

All information, ideas, suggestions, concepts, or other materials submitted by you voluntarily or at our request, such as questions sent to us via the Website or user-generated content on our Social Media Presence (collectively, "Submitted Materials") may be used by us in any lawful manner, provided that personal information portions of Submitted Materials will only be used as described in our Privacy Policy. By providing Submitted Materials you: (a) represent and warrant that you own or otherwise have all necessary rights to do so and that the Submitted Materials comply with all applicable laws; and (b) grant to us a royalty-free, worldwide, perpetual, irrevocable, non-exclusive, and fully transferable, assignable, and sublicensable right and license to copy, reproduce, modify, adapt, publish, translate, create derivative works from, distribute, perform, display, make, sell, export, and otherwise use such material (in whole or

part) and/or to incorporate it in other works in any form, media, or technology now known or later developed. We cannot be responsible for maintaining any Submitted Materials that you provide to us; therefore, you should retain copies of all such data and information in your own records.

XII. SOCIAL MEDIA

This section applies to everyone who interacts with our social media presence, including comment sections, feeds, and other elements of social media presence viewable on Facebook, Instagram, Twitter, YouTube, Google+, LinkedIn, or any of the many other available external third party social media platforms we may utilize (“Social Media Presence”).

Social media platforms are places of public information exchange, and you should have no expectation of privacy when using them. Specifically, neither these Terms nor our Privacy Statement apply to our Social Media Presence. The sites and platforms that host our Social Media Presence are not controlled by us and therefore have their own privacy policies and terms of use. The comments and opinions expressed by users on social media are theirs alone and do not reflect the opinions of MEDCARDS MADE EASY. Comments that some would consider inappropriate or offensive may appear on our Social Media Presence and may remain there until they have been identified by us or called to our attention and we are able to work through the necessary procedures and technical processes to have them removed. If you see an offensive or inappropriate post or comment on our Social Media Presence, you should report it to the operator of the applicable site or platform using the procedures they have established for that purpose.

XIII. DIGITAL MILLENNIUM COPYRIGHT ACT NOTICE

This Website maintains specific contact information provided below, including an e-mail address, for notifications of claimed infringement regarding materials

posted to this Website. All notices should be addressed to the contact person specified below (our agent for notice of claimed infringement):

Notification of Claimed Infringement:

MEDCARDS MADE EASY, Inc.

9112 S Walker Avenue

Oklahoma City, Ok

Email Address: Help@MedCardsMadeEasy.com

Telephone: 918-521-9349

XIV. DISCLAIMER OF WARRANTIES

YOU EXPRESSLY AGREE THAT YOUR USE OF THE WEBSITE IS AT YOUR SOLE RISK. YOU ACKNOWLEDGE AND AGREE THAT THE PRODUCTS AND SERVICES ARE PROVIDED THROUGH THE WEBSITE ON AN “AS IS” AND “AS AVAILABLE” BASIS AND WITHOUT WARRANTIES OF ANY KIND EITHER EXPRESS OR IMPLIED. TO THE MAXIMUM EXTENT PERMITTED BY LAW, MEDCARDS MADE EASY, ITS AFFILIATED PROFESSIONAL ENTITIES, AND THEIR OFFICERS, DIRECTORS, EMPLOYEES, AGENTS, MEMBERS, MANAGERS, SHAREHOLDERS, AND REPRESENTATIVES (THE “MEDCARDS MADE EASY PARTIES”) DISCLAIM ALL WARRANTIES OF ANY KIND, EXPRESS OR IMPLIED, OR STATUTORY, WITH RESPECT TO THE WEBSITE AND PRODUCTS AND SERVICES, INCLUDING, BUT NOT LIMITED TO, ANY WARRANTIES OF MERCHANTABILITY, FITNESS FOR A PARTICULAR PURPOSE, AND NON-INFRINGEMENT. IF YOU ARE DISSATISFIED, YOUR SOLE REMEDY IS TO DISCONTINUE USE OF THE WEBSITE AND PRODUCTS.

WE DO NOT GUARANTEE, REPRESENT OR WARRANT THAT YOUR USE OF OUR WEBSITE WILL BE UNINTERRUPTED, TIMELY, SECURE OR ERROR-FREE. WE DO NOT WARRANT THAT THE RESULTS THAT MAY BE OBTAINED FROM THE USE OF THE WEBSITE WILL BE ACCURATE OR RELIABLE. YOU AGREE THAT FROM TIME TO TIME WE MAY REMOVE THE WEBSITE FOR INDEFINITE PERIODS OF TIME OR CANCEL THE WEBSITE OR ANY PRODUCT AT ANY TIME, WITHOUT NOTICE TO YOU.

XV. LIMITATION OF LIABILITIES

EXCEPT WHERE OTHERWISE INAPPLICABLE OR PROHIBITED BY LAW, IN NO CASE SHALL MEDCARDS MADE EASY, THE MEDCARDS MADE EASY PARTIES, THEIR DIRECTORS, OFFICERS, EMPLOYEES, AFFILIATES, AGENTS, CONTRACTORS, INTERNS, SUPPLIERS, SERVICE PROVIDERS, OR LICENSORS BE LIABLE FOR ANY INJURY, LOSS, CLAIM, OR ANY DIRECT, INDIRECT, INCIDENTAL, PUNITIVE, SPECIAL, OR CONSEQUENTIAL DAMAGES OF ANY KIND, INCLUDING, WITHOUT LIMITATION LOST PROFITS, LOST REVENUE, LOST SAVINGS, LOSS OF DATA, REPLACEMENT COSTS, OR ANY SIMILAR DAMAGES, OR FOR ANY DAMAGES FOR PERSONAL OR BODILY INJURY OR EMOTIONAL DISTRESS, INCLUDING DEATH OR ANY SIMILAR INJURY OR DAMAGES, WHETHER BASED IN CONTRACT, TORT (INCLUDING NEGLIGENCE), STRICT LIABILITY OR OTHERWISE, ARISING FROM YOUR USE OR ATTEMPTED USE OF ANY PART OF THE WEBSITE OR ANY PRODUCTS OR SERVICES PROCURED ON OR THROUGH THE WEBSITE, OR FOR ANY OTHER CLAIM RELATED IN ANY WAY TO YOUR USE OR ATTEMPTED USE OF THE WEBSITE OR ANY PRODUCT OR SERVICE, INCLUDING, BUT NOT LIMITED TO, ANY ERRORS OR OMISSIONS IN ANY CONTENT, OR ANY LOSS OR DAMAGE OF ANY KIND INCURRED AS A RESULT OF THE USE OF THE WEBSITE OR ANY CONTENT (OR PRODUCT OR SERVICE) POSTED, TRANSMITTED, OR OTHERWISE MADE AVAILABLE VIA THE WEBSITE, EVEN IF ADVISED OF THEIR POSSIBILITY.

IF, NOTWITHSTANDING THE LIMITATION OF LIABILITY SET FORTH ABOVE, MEDCARDS MADE EASY IS FOUND LIABLE UNDER ANY THEORY, MEDCARDS MADE EASY'S LIABILITY AND YOUR EXCLUSIVE REMEDY WILL BE LIMITED TO THE TOTAL AMOUNT OF MONEY YOU PAID TO MEDCARDS MADE EASY IN THE ONE (1) YEAR PERIOD IMMEDIATELY PRECEDING THE INCIDENT ON WHICH YOUR ALLEGED CLAIM IS BASED. THIS LIMITATION OF LIABILITY SHALL APPLY FOR ALL CLAIMS, REGARDLESS OF WHETHER MEDCARDS MADE EASY WAS AWARE OF OR ADVISED IN ADVANCE OF THE POSSIBILITY OF DAMAGES OR SUCH CLAIMS. SOME STATES DO NOT ALLOW THE EXCLUSION OF CERTAIN WARRANTIES, SO SOME OF THE ABOVE EXCLUSIONS MAY NOT APPLY TO YOU AND YOU MAY HAVE ADDITIONAL RIGHTS. NOTWITHSTANDING ANYTHING IN THESE TERMS TO THE CONTRARY.

XVI. INDEMNIFICATION

To the fullest extent permitted by law, you agree to indemnify, defend, and hold harmless MEDCARDS MADE EASY, its affiliates (including without limitation all affiliated professional entities), subsidiaries, and their directors, officers, employees, contractors, licensors, suppliers, representatives, proprietors, partners, shareholders, servants, principals, agents, predecessors, successors, assigns, accountants, and attorneys from and against any claims, actions, losses, liabilities, damages, expenses, demands, and costs of any kind, including, but not limited to, reasonable attorneys' fees, arising out of, resulting from, or in any way connected with or related to (1) your breach of these Terms, the documents they incorporate by reference, or the Agreement; (2) your breach of any representations or warranties in this Agreement; or (3) your violation of any law or the rights of a third-party.

XII. DISPUTE RESOLUTION BY MANDATORY BINDING ARBITRATION AND CLASS ACTION WAIVER

PLEASE READ THIS ARBITRATION AND CLASS ACTION WAIVER PROVISION CAREFULLY. IT REQUIRES YOU TO ARBITRATE DISPUTES WITH MEDCARDS MADE EASY AND LIMITS THE MANNER IN WHICH YOU CAN SEEK RELIEF FROM US.

EXCEPT WHERE PROHIBITED BY LAW, YOU AGREE THAT ANY CLAIM THAT YOU MAY HAVE IN THE FUTURE MUST BE RESOLVED THROUGH FINAL AND BINDING CONFIDENTIAL ARBITRATION. YOU ACKNOWLEDGE AND AGREE THAT YOU ARE WAIVING THE RIGHT TO A TRIAL BY JURY. THE RIGHTS THAT YOU WOULD HAVE IF YOU WENT TO COURT, SUCH AS DISCOVERY OR THE RIGHT TO APPEAL, MAY BE MORE LIMITED OR MAY NOT EXIST. YOU AGREE THAT YOU MAY ONLY BRING A CLAIM IN YOUR INDIVIDUAL CAPACITY AND NOT AS A PLAINTIFF (LEAD OR OTHERWISE) OR CLASS MEMBER IN ANY PURPORTED CLASS OR REPRESENTATIVE PROCEEDING. YOU FURTHER AGREE THAT THE ARBITRATOR MAY NOT CONSOLIDATE PROCEEDINGS OR CLAIMS OR OTHERWISE PRESIDE OVER ANY FORM OF A REPRESENTATIVE OR CLASS PROCEEDING.

THERE IS NO JUDGE OR JURY IN ARBITRATION, AND COURT REVIEW OF AN ARBITRATION AWARD IS LIMITED. HOWEVER, AN ARBITRATOR CAN AWARD ON AN INDIVIDUAL BASIS THE SAME DAMAGES AND RELIEF AS A COURT (INCLUDING INJUNCTIVE AND DECLARATORY RELIEF OR STATUTORY DAMAGES) AND MUST FOLLOW THE TERMS OF THESE CONDITIONS OF USE AS A COURT WOULD.

a. General

Arbitration is a manner of resolving a “Claim” without filing a lawsuit. “Claim” means any dispute between you, MEDCARDS MADE EASY, or any involved third-party relating to your account, your use of the Website, your relationship with MEDCARDS MADE EASY, these Terms, or the Privacy Policy. This includes any

and all claims that relate in any way to your use or attempted use of the products, and any act or omission by MEDCARDS MADE EASY or any third-party related to your use or attempted use of the products. You, MEDCARDS MADE EASY, or any involved third-party may pursue a Claim. MEDCARDS MADE EASY agrees to final and binding confidential arbitration should it have any Claims against you. Likewise, you agree to final and binding confidential arbitration should you have any Claims against MEDCARDS MADE EASY. By agreeing to arbitrate, you waive the right to go to court and agree instead to submit any Claims to final and binding confidential arbitration. You further agree that all claims must be arbitrated on an individual basis and not on a class basis, only individual relief is available, and that claims of more than one customer cannot be arbitrated or consolidated with those of any other customer. This arbitration provision sets forth the terms and conditions of our agreement to final and binding confidential arbitration and is governed by and enforceable under the Federal Arbitration Act (the "FAA"), 9 U.S.C. §§ 1-16, as amended.

Notwithstanding anything to the contrary herein, (a) a representative action for public injunctive relief pursuant to California's Consumer Legal Remedies Act (Cal. Civ. Code § 1750 et seq.), Unfair Completion Law (Cal. Bus. & Prof. Code § 17200 et seq.) and/or False Advertising Law (Cal. Bus. & Prof. Code § 17500 et seq.) must be arbitrated on a class basis, (b) in the event that the foregoing clause is deemed invalid or unenforceable, a representative action for public injunctive relief pursuant to California's Consumer Legal Remedies Act (Cal. Civ. Code § 1750 et seq.), Unfair Completion Law (Cal. Bus. & Prof. Code § 17200 et seq.) and/or False Advertising Law (Cal. Bus. & Prof. Code § 17500 et seq.) may be brought in the state or federal courts located in the District of Columbia on a class basis, and (c) any claims other than for public injunctive relief must be arbitrated on an individual, non-class basis as otherwise set forth in this Section.

b. Exceptions

Notwithstanding the foregoing, and as an exception to final and binding confidential arbitration, you and MEDCARDS MADE EASY both retain the right to pursue, in small claims court, any claim that is within that court's jurisdiction and proceeds on an individual (non-class) basis, including overdue account matters within the small claims court's jurisdiction. MEDCARDS MADE EASY will not demand arbitration in connection with any individual claim that you properly file and pursue in a small claims court, so long as the claim is and remains pending in that court.

The following claims shall not be subject to final and binding arbitration and must be adjudicated only in the state or federal courts located in the District of Columbia: (i) an action by MEDCARDS MADE EASY relating to the infringement or validity of our proprietary rights, including without limitation, trademarks, service marks, trade dress, copyrights, trade secrets, or patents; or (ii) an action by MEDCARDS MADE EASY for temporary, preliminary, or permanent injunctive relief, whether prohibitive or mandatory, or other provisional relief, against you for breach or threatened breach of this Agreement. You expressly agree to refrain from bringing or joining any claims that are excluded from final and binding arbitration pursuant to this subsection "b" in any representative or class-wide capacity, including but not limited to bringing or joining any claims in any class action or any class-wide arbitration. Small claims matters may be filed in any small claims court with personal and subject matter jurisdiction over the parties. For all other matters excluded from final and binding arbitration by this subsection "b," the parties consent to exclusive jurisdiction and venue in the state and federal courts located in the District of Columbia, and forever waive any challenge to said courts' jurisdiction and venue.

c. Required Pre-Dispute Procedures

We acknowledge and agree that before initiating any Claim against the other, we agree to first contact the other with a written description of the dispute, which

shall include all relevant documents and information, and the proposed resolution. You may send the written description of any dispute you have with us by us by e-mail to Help@MedCardsMadeEasy.com. MEDCARDS MADE EASY will contact you by letter at the billing address you provided to us or at the email address you provided to us. You agree to negotiate with MEDCARDS MADE EASY or its designated representative in good faith about your problem or dispute. If for some reason the dispute is not resolved within 60 days after receipt of the written dispute, we agree to the dispute resolution provisions below.

Notwithstanding the foregoing or any other term of this arbitration agreement, we will have the right to seek injunctive or other equitable relief in state or federal court located in District of Columbia to enforce these Terms or prevent an infringement of a third-party's rights or our intellectual property rights, as stated in subsection "b" above. You hereby expressly consent to, and forever waive any challenge to, the exclusive personal jurisdiction and venue of said courts in such actions.

d. Commencing Arbitration

You and MEDCARDS MADE EASY agree to commence any arbitration proceeding within 1 year after the Claim arises (the 1-year period includes the required pre-dispute procedures set forth above) and that any arbitration proceeding commenced after 1 year shall be forever barred.

e. Arbitration Location

If the amount in controversy is \$500 or less, then the arbitration may be conducted by telephone or by written submissions. Otherwise, the arbitration shall be conducted in the District of Columbia unless MEDCARDS MADE EASY otherwise agrees to arbitrate in another forum requested by you.

f. Organization, Rules and the Arbitrator

We each agree that any and all Claims other than those exempted under subsection "b" above shall be submitted to final and binding confidential

arbitration before a single arbitrator of the American Arbitration Association (“AAA”). Either party may commence the arbitration process by submitting a written demand for arbitration with the AAA, and providing a copy to the other party, within the time period set forth in subsection “d” above. The arbitrator shall be selected by agreement of the parties or, if the parties cannot agree, chosen in accordance with Rules of the AAA. The arbitration will be conducted in accordance with the provisions of the AAA’s Consumer Arbitration Rules, in effect at the time of submission of the demand for arbitration. The AAA’S Rules are available at www.adr.org or by calling 1-800-778-7879. The arbitrator shall have the exclusive and sole authority to resolve any dispute relating to the interpretation, construction, validity, applicability, or enforceability of these Terms, the Privacy Policy, and this arbitration provision. The arbitrator shall have the exclusive and sole authority to determine whether any dispute is arbitrable. The arbitrator shall have the exclusive and sole authority to determine whether this arbitration agreement can be enforced against a non-signatory to this agreement and whether a non-signatory to this agreement can enforce this provision against you or MEDCARDS MADE EASY.

g. Fees

Payment of all filing, administration and arbitrator fees will be governed by the AAA’s Rules.

h. Governing Law and Award

The arbitrator shall follow the substantive law of the District of Columbia without regard to its conflicts of laws principles. Any award rendered shall include a confidential written opinion and shall be final, subject to appeal under the FAA. Judgment on the award rendered by the arbitrator may be entered in any court of competent jurisdiction.

i. Enforceability

This provision survives termination of your account or relationship with MEDCARDS MADE EASY, bankruptcy, assignment, or transfer. If the class action waiver is deemed unenforceable (i.e., unenforceability would allow arbitration to proceed as a class or representative action), then this entire arbitration provision shall be rendered null and void and shall not apply. If a portion of this arbitration provision (other than the class action waiver) is deemed unenforceable, the remaining portions of this arbitration provision shall remain in full force and effect.

j. Miscellaneous

Failure or any delay in enforcing this arbitration provision in connection with any particular Claim will not constitute a waiver of any rights to require arbitration at a later time or in connection with any other Claims except all Claims must be brought within the 1 year limitation period set forth above. This provision is the entire arbitration agreement between you and MEDCARDS MADE EASY and shall not be modified except in writing by MEDCARDS MADE EASY.

k. Amendments

MEDCARDS MADE EASY reserves the right to amend this arbitration provision at any time. Your continued use of the Website, purchase of a product on or through the Website, or use or attempted use of a MEDCARDS MADE EASY product, is affirmation of your consent to such changes. Should the changes to this arbitration provision be material, MEDCARDS MADE EASY will provide you notice and an opportunity to opt-out. Your continued use of the Website, purchase of a product on or through the Website, or use or attempted use of a MEDCARDS MADE EASY product, is affirmation of your consent to such material changes.

YOU UNDERSTAND AND AGREE TO HAVE ANY CLAIMS DECIDED INDIVIDUALLY AND ONLY THROUGH BINDING, FINAL, AND CONFIDENTIAL ARBITRATION. YOU HAVE THE RIGHT TO OPT-OUT OF THIS ARBITRATION PROVISION WITHIN THIRTY (30) DAYS FROM THE DATE THAT YOU PURCHASE, USE, OR ATTEMPT TO USE A PRODUCT PURCHASED ON OR THROUGH THE WEBSITE (WHICHEVER COMES FIRST) BY WRITING TO US AT HELP@MEDCARDSMADEEASY.COM. FOR YOUR OPT-OUT TO BE EFFECTIVE, YOU MUST SUBMIT A SIGNED WRITTEN NOTICE IDENTIFYING ANY PRODUCT YOU PURCHASED, USED OR ATTEMPTED TO USE WITHIN THE 30 DAYS AND THE DATE YOU FIRST PURCHASED, USED OR ATTEMPTED TO USE THE PRODUCT. IF MORE THAN THIRTY (30) DAYS HAVE PASSED, YOU ARE NOT ELIGIBLE TO OPT OUT OF THIS PROVISION AND YOU MUST PURSUE YOUR CLAIM THROUGH BINDING ARBITRATION AS SET FORTH IN THIS AGREEMENT.

XIII. FEE AND REFUND POLICY

Any fees that the Company may charge you for the Application or Service are due immediately and are non-refundable. In the event that you do receive a refund, there will be a \$40 cancellation fee assessed. The Company does not have to refund you for any charges or fees you have paid no matter what the scenario. The Company reserves the right to refund you if deemed necessary. This no-refund policy shall apply at all times regardless of your decision to terminate your usage, our decision to terminate your usage, disruption caused to our Application or Service either planned, accidental or intentional, or any reason whatsoever. The Company reserves the right to determine final prevailing pricing. Please note the pricing information published on the website may not reflect the prevailing pricing.

The Company, at its sole discretion, may make promotional offers with different features and different rates to any of our customers. These promotional offers, unless made to you, shall have no bearing whatsoever on your offer or contract.

The Company may change the fees for our Service or Application, as we deem necessary for our business. We encourage you to check back at our website periodically if you wish to learn more regarding how we charge for the Service of Application.

XIV. NON-WAIVER

No waiver by MEDCARDS MADE EASY of any term or condition set forth in these Terms of Use shall be deemed a further or continuing waiver of such term or condition or a waiver of any other term or condition, and any failure by MEDCARDS MADE EASY to assert a right or provision under these Terms of Use shall not constitute a waiver of such right or provision.

XV. SEVERABILITY

In the event that any provision of these Terms is determined to be unlawful, void or unenforceable, such provision shall nonetheless be enforceable to the fullest extent permitted by applicable law, and the unenforceable portion shall be deemed to be severed from these Terms. Such determination shall not affect the validity and enforceability of any other remaining provisions.

XVI. TERMINATION

The Terms of Use, and any policy incorporated herein, will remain in full force and effect as long as you continue to access or use MEDCARDS MADE EASY's Website or Services. You may terminate the Terms of Use at any time by discontinuing use of the Sites. Your permission to use the Sites automatically terminates if you violate these Terms of Use.

MEDCARDS MADE EASY may terminate or suspend any of the rights granted by these Terms of Use and your access to and use of the Website or Services with or without prior notice, for any reason, and at any time. The following provisions survive the expiration or termination of these Terms of Use for any reason

whatsoever: Disclaimer of Warranties; Limitation of Liability; Indemnification; Dispute Resolution Provisions, Non-Waver; Assignment; Severability, and Entire Agreement.

XV11. ENTIRE AGREEMENT

These Terms, the Agreement, and any policies or operating rules posted by us on the Website or in respect to the Website constitutes the entire agreement and understanding between you and MEDCARDS MADE EASY and supersedes and replaces any prior or contemporaneous agreements. Any ambiguities in the interpretation of these Terms or attendant policies shall not be construed against the drafting party.

Data last updated 04/02/2022