



## Terms & Services

Please read these Terms and Services (“Agreement”) carefully before using the services offered by Beyond Med Plans Holding Inc., or any of its affiliates and subsidiaries (the “Company”). By visiting the website, mobile site, or any associated app or using the services in any manner, you agree that you have read and agree to be bound by and a party to the terms and conditions of this Agreement to the exclusions of all other terms. If the terms of this agreement are considered an offer, acceptance is expressly limited to such terms. If you do not unconditionally agree to all the terms and conditions of this agreement, you have no right to use the website or services. Use of the Company’s services is expressly conditioned upon your assent to all the terms and conditions of this Agreement, to the exclusion of all other terms.

The following Terms and Conditions shall govern your use of the information, tools and other content accessible via this website (the “Services”). Depending on the specific benefits provided, these services may include your Personal Health Record or other information as defined in the plan.

The Beyondmedplans.com website and domain name and any other linked pages, features, content, or application services (including without limitation any mobile application services) offered from time to time by Company in connection therewith (collectively, the “Website”) are owned and operated by Company. Subject to the terms and conditions of this Agreement, Company may offer to provide certain services, as described more fully on the Website, and that have been selected by You (together with the Website, the “Services”), solely for Your own use, and not for the use or benefit of any third party. The term “Services” includes, without limitation, use of the Website, any service Company performs for You and the Content (as defined below) offered by Company on the Website. Company may change, suspend or discontinue the Services at any time, including the availability of any feature, database, or Content. Company may also impose limits on certain features and services or restrict Your access to parts or all of the Services without notice or liability. Company reserves the right, in its sole discretion, to modify this Agreement at any time by posting a notice on the Website, or by sending You a notice via email or postal mail. You shall be responsible for reviewing and becoming familiar with any such modifications. Your use of the Services following such notification constitutes Your acceptance of the terms and conditions of this Agreement as modified.

Company does not knowingly collect or solicit personal information from anyone under the age of 18 or knowingly allow such persons to register for the Services. If You are under 18, please do not attempt to register for the Services or send any information about Yourself to us, including Your name, address, telephone number, or email address. No one under age 18 may provide any personal information to Company or on the Services. In the event that we learn that we have collected personal information from a child under age 18 without verification of parental consent, we will delete that information as quickly as possible. If You believe that we might have any information from or about a child under 18, please contact us at [info@beyondmedplans.com](mailto:info@beyondmedplans.com).

You represent and warrant to Company that: (i) You are an individual (i.e., not a corporation or other entity) and You are of legal age to form a binding contract and You are at least 18 years of age or older; (ii) all registration information You submit is accurate and truthful; and (iii) You will maintain the accuracy of such information. You also certify that you are legally permitted to use and access the Services and take full responsibility for the selection and use of and access to the Services. This Agreement is void where prohibited by law, and the right to access the Services is revoked in such jurisdictions.

### SUBSCRIPTION.

By confirming your subscription within the payment portal via Stripe merchant services page, you allow the Company to charge your debit or credit card for your initial payment and future payments. Depending on Your subscription, the Company shall charge your debit or credit card on either a monthly or annual basis.

- For annual memberships, i) the Company shall charge Your debit or credit card upon the annual anniversary of the initial subscription date; and ii) in order to terminate Your membership prior to the next annual charge, You must give notice to the Company no less than thirty (30) days prior to the annual anniversary of the initial subscription date.
  - o Example: If You purchased an annual membership effective January 1, 2022, You will be charged on January 1, 2023 for the next annual membership period.
  - o Example: If You purchased an annual membership effective January 1, 2022 and wished to terminate the membership prior to a renewal and any other annual charges, You must give notice to the Company by December 1, 2022.
- For monthly memberships, i) the Company shall charge Your debit or credit card each month, on the day within the following month(s) that is one month past your initial subscription date; and ii) in order to terminate Your membership prior to the next monthly charge, You must give notice to the Company no less than thirty days from Your next scheduled monthly charge.

- Example: If You purchased a monthly membership effective January 1, 2022, You will be charged on February 1, 2022 for the next monthly membership period.
- Example: You purchase a monthly membership on January 1, 2022. If on February 15, 2022, You give notice you wish to terminate your membership, You shall be charged March 1, 2022 and Your termination of membership shall be effective as of April 1, 2022.

## WEBSITE AND SERVICES CONTENT.

The Website, the Services, and their contents are intended solely for the personal, non-commercial use of Services users and may only be used in accordance with the terms of this Agreement. All materials displayed or performed on the Services (including, but not limited to text, graphics, articles, photographs, images, illustrations (also known as the “Content,” and which includes User Submissions (as defined below))) are protected by copyright. You shall abide by all copyright notices, trademark rules, information, and restrictions contained in any Content accessed through the Services, and shall not use, copy, reproduce, modify, translate, publish, broadcast, transmit, distribute, perform, upload, display, license, sell or otherwise exploit for any purposes whatsoever any Content or third party submissions or other proprietary rights not owned by You: (i) without the express prior written consent of the respective owners, and (ii) in any way that violates any third party right.

The Website and the Services are protected by copyright as collective works and/or compilations, pursuant to U.S. copyright laws, international conventions, and other intellectual property laws. You may not modify, publish, transmit, participate in the transfer or sale of, reproduce (except as expressly provided in this Section), create derivative works based on, distribute, perform, display, or in any way exploit, any of the Content, software, materials, or Services in whole or in part.

You may download or copy the Content (and other items displayed on the Website or Services for download) for personal non-commercial use only, provided that You maintain all copyright and other notices contained in such Content. You shall not store any significant portion of any Content in any form. Copying or storing of any Content other than personal, noncommercial use is expressly prohibited without prior written permission from Company or from the copyright holder identified in such Content’s copyright notice. If You link to the Website, Company may revoke Your right to so link at any time, at Company’s sole discretion. Company reserves the right to require prior written consent before linking to the Website.

Under no circumstances will Company be liable in any way for any Content, including, but not limited to, any errors or omissions in any Content, or any loss or damage of any kind incurred in connection with use of or exposure to any Content posted, emailed, accessed, transmitted, or otherwise made available via the Services.

## RESTRICTIONS.

You warrant, represent and agree that You will not contribute any Content or otherwise use the Services in a manner that (i) infringes or violates the intellectual property rights or proprietary rights, rights of publicity or privacy, or other rights of any third party; (ii) violates any law, statute, ordinance or regulation; (iii) is harmful, fraudulent, deceptive, threatening, abusive, harassing, tortious, defamatory, vulgar, obscene, libelous, or otherwise objectionable; (iv) involves commercial activities and/or sales without Company’s prior written consent such as contests, sweepstakes, barter, advertising, or pyramid schemes; (v) impersonates any person or entity, including without limitation any employee or representative of Company; or (vi) contains a virus, trojan horse, worm, time bomb, or other harmful computer code, file, or program. Company reserves the right to remove any Content from the Services at any time, for any reason (including, but not limited to, upon receipt of claims or allegations from third parties or authorities relating to such Content or if Company is concerned that You may have breached the immediately preceding sentence), or for no reason at all. You, not Company, remain solely responsible for all Content that You upload, post, email, transmit, or otherwise disseminate using, or in connection with, the Services, and You warrant that You possess all rights necessary to provide such content to Company and to grant Company the rights to use such information in connection with the Services and as otherwise provided herein.

You are responsible for all of Your activity in connection with the Services. Any fraudulent, abusive, or otherwise illegal activity may be grounds for termination of Your right to access or use the Services. You may not post or transmit, or cause to be posted or transmitted, any communication or solicitation designed or intended to obtain password, account, or private information from any other user of the Services. Use of the Services to violate the security of any computer network, crack passwords or security encryption codes, transfer or store illegal material (including material that may be considered threatening or obscene), or engage in any kind of illegal activity is expressly prohibited. You will not run Maillist, Listserv, any form of auto-responder, or “spam” on the Services, or any processes that run or are activated while You are not logged on to the Website, or that

otherwise interfere with the proper working of, or place an unreasonable load on, the Services' infrastructure. Further, the use of manual or automated software, devices, or other processes to "crawl," "scrape," or "spider" any page of the Website is strictly prohibited. You will not decompile, reverse engineer, or otherwise attempt to obtain the source code of the Services. You will be responsible for withholding, filing, and reporting all taxes, duties and other governmental assessments associated with Your activity in connection with the Services.

#### **MEMBERSHIP DISCLAIMER. COMPANY IS NOT DOING THE BUSINESS OF INSURANCE.**

The Company platform is not insurance and is licensed as a Discount Plan Organization or similarly licensed entity, where applicable and required. While the Company does contract with the providers who participate on the Company platform, the Company does not pay such providers a salary or any form of capitated or other periodic, fixed fee payment. Each contracted provider sets (or has the ability to set) his or her own service fees. All discount decisions (if any) are individually made by each contracted provider, provider group, or provider network. The consumer is then responsible for paying the provider for the service(s) provided. The Company does not directly or indirectly pay for any services provided by its contracted providers.

#### **WARRANTY DISCLAIMER.**

Company has no special relationship with or fiduciary duty to You. You acknowledge that Company has no control over, and no duty to take any action regarding: which users gain access to the Services; what Content You access via the Services; what effects the Content may have on You; how You may interpret or use the Content; or what actions You may take as a result of having been exposed to the Content. You release Company from all liability for You having acquired or not acquired Content through the Services. The Company is not a medical or cosmetic service provider or adviser; any material on the Website or otherwise provided through the Services is for informational purposes only, and is not a substitute for medical advice, diagnosis or treatment provided by a qualified health care provider. If You have any concerns regarding a procedure, You should raise those concerns with Your Service Provider prior to such procedure. The Company does not endorse any of the Service Providers offering services or procedures for purchase through the Website nor is the Company responsible for the results of any procedures performed by Service Providers. The Services may contain, or direct You to websites containing, information that some people may find offensive or inappropriate. Company makes no representations concerning any content contained in or accessed through the Services, and Company will not be responsible or liable for the accuracy, copyright compliance, legality or decency of material contained in or accessed through the Services. Company makes no representations or warranties regarding the accuracy of descriptions anywhere on the Services, or regarding suggestions or recommendations of services or products offered or purchased through the Services. Products and services purchased (whether or not following such recommendations and suggestions) are provided "AS IS" without any warranty of any kind from Company or others unless, with respect to others (only), otherwise made expressly and unambiguously in writing by a designated third party for a specific product or service. THE SERVICES, CONTENT, WEBSITE, PRODUCTS AND SERVICES OBTAINED THROUGH THE WEBSITE, AND ANY SOFTWARE, ARE PROVIDED ON AN "AS IS" BASIS, WITHOUT WARRANTIES OF ANY KIND, EITHER EXPRESS OR IMPLIED, INCLUDING, WITHOUT LIMITATION, IMPLIED WARRANTIES OF MERCHANTABILITY, FITNESS FOR A PARTICULAR PURPOSE, NON-INFRINGEMENT, OR THAT USE OF THE SERVICES WILL BE UNINTERRUPTED OR ERROR-FREE. SOME STATES DO NOT ALLOW LIMITATIONS ON HOW LONG AN IMPLIED WARRANTY LASTS, SO THE ABOVE LIMITATIONS MAY NOT APPLY TO YOU. WITHOUT LIMITING THE FOREGOING, NO WARRANTY OR GUARANTEE IS MADE (1) REGARDING THE ACCEPTANCE OF ANY OFFER, (2) THAT A USER WILL RECEIVE THE LOWEST AVAILABLE PRICE FOR GOODS AND/OR SERVICES AVAILABLE THROUGH THIS WEBSITE, (3) REGARDING THE AVAILABILITY OF PRODUCTS AND/OR SERVICES THROUGH THIS WEBSITE OR, WHERE APPLICABLE, WITH ANY SERVICE PROVIDER, OR (4) REGARDING THE RESULTS OBTAINED FROM THE USE OF THE WEBSITE. Any provider who makes one or more services available for purchase through the Website (a "Service Provider") is an independent contractor and not an agent or employee of the Company. To the extent permitted by law, the Company shall not assume liability for any injury, damage, death, loss, accident or delay due to an act or omission of a Service Provider, including, without limitation, an act of negligence or the default of a Service Provider, or an act of God. The Company shall not be responsible for any Service Provider's breach of any warranty including, but not limited to, implied warranties of fitness for a particular purpose or of merchantability, nor shall the Company be responsible for any other wrongdoing of a Service Provider (including but not limited to any liability in tort or contract). The Company shall not be responsible for any Service Provider's failure to comply with this Agreement nor for any Service Provider's failure to comply with applicable federal, state, provincial and local law.

You understand that you must provide, at your own expense, all Internet, telephone and other equipment and services necessary to access and use the Services.

All Service Providers available through the Services represent that they are validly licensed in the applicable State and that they are in good standing with their respective licensure board(s). Company may, but is not required nor responsible for

credentialing Service Providers, makes no representation regarding the accuracy of Service Providers' credentials, and expressly disclaims any liability for fraudulent credentials or claims by Service Providers. We recommend that You separately confirm that your Service Provider is in good standing with his or her respective licensing board(s).

## **HEALTH INFORMATION AND OTHER CONTENT.**

You understand and agree that the health information and other content appearing on this website or developed with your input as part the Services:

- Is compiled from a variety of sources ("Information Providers"), including but not limited to the Associated Press, government health agencies and other health organizations, and is for informational purposes only;
- Is presented in summary form and intended to provide broad consumer understanding and knowledge of health care topics;
- Does not cover all possible uses, directions, precautions, drug interactions or adverse effects, nor mean that a particular drug or course of treatment is safe, effective or appropriate for me;
- Is *not* a substitute for professional health care and is not meant to replace the advice of health care professionals; and
- Does not replace or modify any benefit plan documents or other member materials.

If you have specific health care needs, or for complete health information, please see a doctor or other health care provider. The Company makes no warranty as to the reliability, accuracy, timeliness, usefulness or completeness of any content appearing on this website. You should never disregard medical advice or delay seeking it because of something you read when accessing the Services. Consult your physician before taking any drug, changing your diet, starting or stopping any course of treatment or starting a new fitness regimen.

The content (which includes any text, graphics images or other material contained, accessed or entered on the Website ("Content")) on this Website is for educational/informational purposes only, and is not a substitute for medical advice, diagnosis or treatment provided by a qualified health care professional. Any communication between You and health care professionals on the Website or through the Service is for general informational purposes only and does not create nor is it intended to create a physician-patient relationship as defined by federal and state law. You have not entered into any doctor-patient relationship. Your reliance on any information or Content provided on the Website, whether or not it is provided by a health care professional, is solely at Your own risk. You should always seek the advice of Your physician or health care professional for any questions You may have about Your own medical condition.

This Agreement shall apply to any and all of your uses of the Services via this website. These Terms and Conditions shall survive any termination of your access to any one or more of the Services. Beyond Med Plans may terminate your access to any one or more of the Services if you violate any of these Terms and Conditions.

## **PRIVACY POLICY.**

For information regarding Company's treatment of personally identifiable information, please review Company's current Privacy Policy, which is hereby incorporated by reference; Your acceptance of this Agreement constitutes Your acceptance and agreement to be bound by Company's Privacy Policy.

## **INDEMNITY.**

You will indemnify and hold Company, its parents, subsidiaries, affiliates, officers, and employees harmless (including, without limitation, from all damages, liabilities, settlements, costs and attorneys' fees) from any claim or demand made by any third party due to or arising out of Your access to the Services, use of the Services, Your violation of this Agreement, or the infringement by You or any third party using Your account of any intellectual property or other right of any person or entity.

## **LIMITATION OF LIABILITY.**

TO THE FULLEST EXTENT ALLOWED BY APPLICABLE LAW, IN NO EVENT SHALL COMPANY OR ITS SUPPLIERS, OR THEIR RESPECTIVE OFFICERS, DIRECTORS, EMPLOYEES, OR AGENTS BE LIABLE WITH RESPECT TO THE WEBSITE OR THE SERVICES OR THE SUBJECT MATTER OF THIS AGREEMENT UNDER ANY CONTRACT, NEGLIGENCE, TORT, STRICT LIABILITY OR OTHER LEGAL OR EQUITABLE THEORY (I) FOR ANY INDIRECT, INCIDENTAL, SPECIAL, EXEMPLARY, PUNITIVE, OR CONSEQUENTIAL DAMAGES OF ANY KIND WHATSOEVER; (II) FOR LOSS OF PROFITS,

DATA LOSS OR COST OF PROCUREMENT OF SUBSTITUTE GOODS OR SERVICES ARISING OUT OF YOUR ACCESS TO OR USE OF THE WEBSITE OR SERVICES, OR THE INABILITY TO ACCESS OR USE THE WEBSITE OR SERVICES, WHETHER CAUSED BY COMPANY OR THIRD PARTIES, ONLINE SERVICE PROVIDERS, OR ANY AGENT OR SUBCONTRACTOR OF ANY OF THE FOREGOING; OR (III) FOR ANY MATTER BEYOND COMPANY'S REASONABLE CONTROL. IN NO EVENT SHALL COMPANY LIABILITY UNDER THIS AGREEMENT EXCEED IN THE AGGREGATE THE GREATER OF \$100 OR THE FEES PAID BY YOU FOR THE SERVICES DURING THE 12-MONTH PERIOD PRECEDING THE APPLICABLE CLAIM. SOME STATES DO NOT ALLOW THE EXCLUSION OR LIMITATION OF INCIDENTAL OR CONSEQUENTIAL DAMAGES, SO THE ABOVE LIMITATIONS AND EXCLUSIONS MAY NOT APPLY TO YOU.

#### **COMMUNICATION FEES AND CHARGES.**

You agree to be responsible for any telephone charges and/or Internet service fees You incur in accessing Your account(s) through the Services.

#### **CHANGES IN SERVICES/INTERRUPTIONS IN SERVICE.**

Company reserves the right, in its sole discretion, to revise, discontinue, or otherwise modify, temporarily or permanently, the Services or any part thereof (including, without limitation, the Website, these Service Provider Terms, and any materials related to the Services), or your access thereto, at any time by posting a notice on the Website, or by sending You a notice via email or postal mail. Without limiting the foregoing, Company reserves the right at any time to terminate this Agreement as to all prior versions of the Services and/or related materials and limit access to Company's more recent versions and updates. You shall be responsible for reviewing and becoming familiar with any such modifications.

You may choose to accept or decline our changes by closing, continuing or discontinuing use of the Services to which these changes relate. Your use of the Services following such notification constitutes your acceptance of the terms and conditions of this Agreement as modified.

The Company may, from time to time perform maintenance upon the Services or experience hardware, software or other problems related to the Services, resulting in interrupted service, delays or errors in the Services. The Company will attempt to provide prior notice of such interruptions, delays or errors but cannot guarantee that such notice will be provided.

#### **TERMINATION.**

This Agreement shall remain in full force and effect while you use the Services. You may terminate your use of the Services at any time. Company may terminate or suspend your access to the Services or your membership at any time, for any reason, and without warning, which may result in the forfeiture and destruction of all information associated with your membership.

Company may also terminate or suspend any and all Services and access to the Website immediately, without prior notice or liability, if you breach any of the terms or conditions of this Agreement. Upon termination of your account, your right to use the Services, access the Website, and any Content will immediately cease. All provisions of this Agreement which, by their nature, should survive termination, shall survive termination, including, without limitation, ownership provisions, warranty disclaimers, and limitations of liability.

#### **MISCELLANEOUS.**

This Agreement shall be governed by and construed in accordance with the laws of the State of Florida. You agree that any legal action or proceeding between the Company and you for any purpose concerning this Agreement or any obligations of you or the Company hereunder shall be brought exclusively in a court of competent jurisdiction sitting in Broward County, Florida. Any cause of action or claim you may have with respect to the Services must be commenced within one (1) year after the cause of action or claim arises. The Company's failure to insist upon or enforce strict performance of any provision of this Agreement shall not be construed as a waiver of any provision or right. Neither the course of conduct between you and the Company nor trade practices shall act to modify any provision of this Agreement. The Company may, at its own discretion, assign its rights and duties hereunder to any third party at any time without notice to you.

You acknowledge and agree that Company is not a covered entity as the term is defined by the rules and standards promulgated pursuant to the Health Insurance Portability and Accountability Act of 1996 ("HIPAA"), nor is Company performing a function on behalf of any Service Provider which would cause Company to be considered a business associate for purposes of HIPAA. You further acknowledge that Company does not and shall not collect, and shall have no responsibility for collecting, any medical history, individually identifiable health information, or any other personal health information of a User

which constitutes Protected Health Information (as defined by HIPAA) in connection with the provision of any service provided to you by a Service Provider (collectively, "User Health Information"). Service Providers are solely responsible for the collection and safeguarding of all such User Health information in full compliance with HIPAA and other applicable Laws.

No part of the Services and nothing contained in this Agreement is intended or shall be construed: (i) as a requirement, recommendation, endorsement, solicitation, or attempt to exert any influence in any manner upon You to purchase any items or services (including, without limitation, any procedures, opinions or other information) offered through the Company Services from any particular Service Provider; or (ii) to interfere with Your right to choose Your own health care provider, or with a Service Provider's judgment regarding Your ordering of any items or health care services through the Services. Company undertakes no responsibility for, and expressly disclaims any liability or obligation for, determining the quality of the items or services offered through, or the Service Providers participating in, the Services. **IN NO EVENT SHALL COMPANY BE LIABLE TO YOU OR ANYONE ELSE FOR ANY DECISION MADE OR ACTION TAKEN BY YOU IN RELIANCE ON SUCH INFORMATION PROVIDED BY A SERVICE PROVIDER.** Services are available for use only as offered by Company at the Website. You agree to use the Services at the Website and not through any other means. You further agree not to create or provide any other means through which the Services may be used by others, as through server emulators. acknowledge that You do not have the right to create, publish, distribute, reverse engineer, create derivative works from or use any software programs, utilities, applications, emulators or tools derived from or created for the Website. You may not take any action which imposes an unreasonable or disproportionately large load on our infrastructure. You may not sell or auction any of the Content or any of the rights relating to such Content. Failure to comply with the restrictions and limitations contained in this Section shall result in the immediate, automatic termination of the license granted hereunder and may subject You to civil and/or criminal liability.

#### **Notice**

We may deliver notice to you concerning this Agreement by means of electronic mail, by a general notice posted on the website, or by written communication delivered by first-class U.S. mail to your address on record in our files.

#### **Identification**

You represent that you have properly identified yourself by entering your own name and personal identifiers when registering for this site and not those of any other person.