

U.S. Terms of Use

Last updated: June 12, 2020

DO NOT USE ASSIST CARD'S SERVICES OR THE ASSIST CARD PLATFORM TO SEEK HEALTH CARE SERVICES FOR SOMEONE WHO IS UNCONSCIOUS, NOT BREATHING OR GASPING FOR AIR, EXPERIENCING AN ALLERGIC REACTION, HAVING CHEST PAIN, UNCONTROLLABLY BLEEDING, EXPERIENCING A BEHAVIORAL HEALTH EMERGENCY, OR ANY OTHER SYMPTOMS THAT REQUIRE IMMEDIATE OR EMERGENT MEDICAL ATTENTION. CALL 911 OR GO TO THE NEAREST EMERGENCY ROOM (ER) IMMEDIATELY IF YOU HAVE AN EMERGENCY MEDICAL NEED.

1. Contractual Relationship

These Terms of Use ("Terms") govern your access or use, from within the Miami-Dade County, Florida, United States, of the applications, websites, content, products, and services (the "Services," as more fully defined below in Section 3) made available in the Miami-Dade County, Florida, United States by ASSIST-CARD CORPORATION OF AMERICA and the subsidiaries of ASSIST CARD INTERNATIONAL HOLDINGS S.A., its representatives, affiliates, officers and directors (collectively, "ASSIST CARD"). PLEASE READ THESE TERMS CAREFULLY, AS THEY CONSTITUTE A LEGAL AGREEMENT BETWEEN YOU AND ASSIST CARD. In these Terms, the words "including" and "include" mean "including, but not limited to."

By accessing or using the Services, you confirm your agreement to be bound by these Terms. If you do not agree to these Terms, you may not access or use the Services. These Terms expressly supersede prior agreements or arrangements with you. ASSIST CARD may immediately terminate these Terms or any Services with respect to you, or generally cease offering or deny access to the Services or any portion thereof, at any time for any reason.

Supplemental terms may apply to certain Services, such as policies for a particular event, program, activity or promotion, and such supplemental terms will be disclosed to you in separate region-specific disclosures or in connection with the applicable Service(s). Supplemental terms are in addition to, and shall be deemed a part of, the Terms for the purposes of the applicable Service(s). Supplemental terms shall prevail over these Terms in the event of a conflict with respect to the applicable Services.

ASSIST CARD may amend the Terms from time to time. Amendments will be effective upon ASSIST CARD's posting of such updated Terms at this location or in the amended policies or supplemental terms on the applicable Service(s). Therefore, you should review it periodically so that you are up to date on our most current Terms. Your continued access or use of the Services after such posting confirms your consent to be bound by the Terms, as amended.

ASSIST CARD's collection and use of personal information in connection with the Services is described in ASSIST CARD's Privacy Policy attached hereto as Exhibit A.

2. The Services

The Services comprise a mobile application and related services, including ASSIST CARD's call centers, (the "ASSIST CARD Platform"), which enable users to arrange, schedule and pay for a non-emergent health care service at locations designated by the users (a "House Call") with independent medical doctors, who are third party providers of such service under agreement with ASSIST CARD ("Third Party Providers" and/or "Medical Doctors").

Unless otherwise agreed by ASSIST CARD in a separate written agreement with you, the Services are made available solely for your personal, noncommercial use.

YOU ACKNOWLEDGE THAT YOUR ABILITY TO OBTAIN A HOUSE CALL THROUGH THE USE OF THE SERVICES DOES NOT ESTABLISH ASSIST CARD AS A PROVIDER OF MEDICAL SERVICES.

Please note, ASSIST CARD is an administrative and technology service provider that owns the ASSIST CARD Platform. Pursuant to its contract with the Third Party Providers, ASSIST CARD licenses the ASSIST CARD Platform to the Third Party Providers. ASSIST CARD does not provide any health care services, nor does it refer or recommend any physician or medical practice or any other health care provider or personnel

The ASSIST CARD Platform is a platform that (1) allows you to request and pay for a House Call, (2) provides ASSIST CARD the capability to respond and schedule a House Call for you, and (3) facilitates communication between you and the Medical Doctor by transmitting to the Medical Doctor the information you provide to ASSIST CARD. Upon receipt of your request for a House Call, the ASSIST CARD Platform will notify the Medical Doctor and transmit your information, including your location and any personal information. Once you pay for a House Call through the ASSIST CARD Platform, the House Call will remain available for you to schedule for the next 2 days from the time you purchased the Service. The Medical Doctor may, in his or her best judgment, based on information received prior to the House Call or during the House Call, determine that he or she is unable to provide treatment.

You understand that there may be no Medical Doctors in your area. Neither your registration with the ASSIST CARD Platform, nor anything else contained herein guarantees that any Medical Doctor will be available to provide House Calls in your area.

License.

Subject to your compliance with these Terms, ASSIST CARD grants you a limited, non-exclusive, non-sublicensable, revocable, non-transferable license to: (i) access and use the ASSIST CARD Platform on your personal device solely in connection with your use of the Services; and (ii) access and use any content, information and related materials that may be made available through the Services, in each case solely for your personal, noncommercial use. Any rights not expressly granted herein are reserved by ASSIST CARD and ASSIST CARD's licensors.

Restrictions.

You may not: (i) remove any copyright, trademark or other proprietary notices from any portion of the Services; (ii) reproduce, modify, prepare derivative works based upon, distribute, license, lease, sell, resell, transfer, publicly display, publicly perform, transmit, stream, broadcast or otherwise exploit the Services except as expressly permitted by ASSIST CARD; (iii) decompile, reverse engineer or disassemble the Services except as may be permitted by applicable law; (iv) link to, mirror or frame any portion of the Services; (v) cause or launch any programs or scripts for the purpose of scraping, indexing, surveying, or otherwise data mining any portion of the Services or unduly burdening or hindering the operation and/or functionality of any aspect of the Services; or (vi) attempt to gain unauthorized access to or impair any aspect of the Services or its related systems or networks.

Third Party Services and Content.

The Services may be made available or accessed in connection with third party services and content (including advertising) that ASSIST CARD does not control. You acknowledge that different terms of use and privacy policies may apply to your use of such third party services and content. ASSIST CARD does not endorse such third party services and content and in no event shall ASSIST CARD be responsible or liable for any products or services of such third party providers. Additionally, some software, telephone, and mobile services providers will be a third-party beneficiary to this contract if you access the Services using Applications developed for them. These third party beneficiaries are not parties to this contract and are not responsible for the provision or support of the Services in any manner. Your access to the Services using these devices is subject to terms set forth in the applicable third party beneficiary's terms of service.

Ownership.

The Services and all rights therein are and shall remain ASSIST CARD's property or the property of ASSIST CARD's licensors. Neither these Terms nor your use of the Services convey or grant to you any rights: (i) in or related to the Services except for the limited license granted above; or (ii) to use or reference in any manner ASSIST CARD's company names, logos, product and service names, trademarks or services marks or those of ASSIST CARD's licensors.

3. Access and Use of the Services

User Accounts.

In order to use most aspects of the Services, you must register for and maintain an active personal user Services account ("Account"). You must be at least 18 years of age, or the age of legal majority in your jurisdiction (if different than 18), to obtain an Account, unless a specific Service permits otherwise. Account registration requires you to submit to ASSIST CARD certain personal information, such as your name, address, mobile phone number and age. You agree to maintain accurate, complete, and up-to-date information in your Account. Your failure to maintain accurate, complete, and up-to-date Account information, may result in your inability to access or use the Services. You are responsible for all activity that occurs under your Account, and you agree to maintain the security and secrecy of your Account username and password at all times. Unless otherwise permitted by ASSIST CARD in writing, you may only possess one Account.

User Requirements and Conduct.

You may not assign or otherwise transfer your Account to any other person or entity. You agree to comply with all applicable laws when accessing or using the Services, and you may only access or use the Services for lawful purposes. In certain instances you may be asked to provide proof of identity or other method of identity verification to access or use the Services, and you agree that you may be denied access to or use of the Services if you refuse to provide proof of identity or other method of identity verification.

You must be 18 years of age or older to use the ASSIST CARD Platform and you may not authorize third parties to use your Account. By using the ASSIST CARD Platform and requesting a House Call you represent that you are at least 18 years of age:

Minors and patients with legal guardians. To request a House Call for a minor patient or an adult patient who has a legal guardian, you must be the legal guardian, or an individual with

uncontested legal authority to arrange for and consent to the treatment of the patient. By using the ASSIST CARD Platform and requesting a House Call for a patient that has a legal guardian, you represent that you have the legal authority to make that request and you guarantee that the legal guardian who can consent to the provision of health services to the patient will be physically present for the duration of the requested House Call. If a legal guardian is unable to be physically present during the House Call, the legal guardian must provide the Medical Doctor with a prior written authorization that identifies by name an individual who has the power and authority to consent to the treatment of the patient. If the required legal guardian is not present upon the Medical Doctor's arrival at the House Call, or authorization to consent to treatment is not received prior to the visit, then the requested medical care will not be provided.

Text Messaging and Telephone Calls.

You agree that ASSIST CARD may contact you by telephone or text messages (including by an automatic telephone dialing system) at any of the phone numbers provided by you or on your behalf in connection with an ASSIST CARD Account, including for marketing purposes. You understand that you are not required to provide this consent as a condition of purchasing any services. You also understand that you may opt out of receiving text messages from ASSIST CARD at any time by contacting us at 1-866-978-4704. If you do not choose to opt out, ASSIST CARD may contact you as outlined in its User Privacy Policy.

User Provided Content.

ASSIST CARD may, in ASSIST CARD's sole discretion, permit you from time to time to submit, upload, publish or otherwise make available to ASSIST CARD through the Services textual, audio, and/or visual content and information, including commentary and feedback related to the Services, initiation of support requests, and submission of entries for competitions and promotions ("User Content"). Any User Content provided by you remains your property. However, by providing User Content to ASSIST CARD, you grant ASSIST CARD a worldwide, perpetual, irrevocable, transferable, royalty-free license, with the right to sublicense, to use, copy, modify, create derivative works of, distribute, publicly display, publicly perform, and otherwise exploit in any manner such User Content in all formats and distribution channels now known or hereafter devised (including in connection with the Services and ASSIST CARD's business and on third-party sites and services), without further notice to or consent from you, and without the requirement of payment to you or any other person or entity.

You represent and warrant that: (i) you either are the sole and exclusive owner of all User Content or you have all rights, licenses, consents and releases necessary to grant ASSIST CARD the license to the User Content as set forth above; and (ii) neither the User Content, nor your submission, uploading, publishing or otherwise making available of such User Content, nor ASSIST CARD's use of the User Content as permitted herein will infringe, misappropriate or violate a third party's intellectual property or proprietary rights, or rights of publicity or privacy, or result in the violation of any applicable law or regulation.

You agree to not provide User Content that is defamatory, libelous, hateful, violent, obscene, pornographic, unlawful, or otherwise offensive, as determined by ASSIST CARD in its sole discretion, whether or not such material may be protected by law. ASSIST CARD may, but shall not be obligated to, review, monitor, or remove User Content, at ASSIST CARD's sole discretion and at any time and for any reason, without notice to you.

Network Access and Devices.

You are responsible for obtaining the data network access necessary to use the Services. Your mobile network's data and messaging rates and fees may apply if you access or use the Services from your device. You are responsible for acquiring and updating compatible hardware or devices necessary to access and use the Services and the ASSIST CARD Platform and any updates thereto. ASSIST CARD does not guarantee that the Services, or any portion thereof, will function on any particular hardware or devices. In addition, the Services may be subject to malfunctions and delays inherent in the use of the Internet and electronic communications.

4. Payment

You understand that your use of the Services may result in charges to you for the Services you receive (the "Services Fee"). Also, ASSIST CARD will collect from you the House Call fee, on behalf of the Medical Doctor (the "House Call Fee" and together with the Services Fee, the "Charges". ASSIST CARD will collect and/or enable your payment of the applicable Charges for services obtained through your use of the Services.

Charges paid by you are final and non-refundable, unless otherwise determined by ASSIST CARD.

ASSIST CARD may from time to time provide certain users with promotional offers and discounts that may result in different amounts charged for the same or similar services obtained through the use of the Services, and you agree that such promotional offers and discounts, unless also made available to you, shall have no bearing on your use of the Services or the Charges applied to you.

You may elect to cancel your request for House Call at any time prior to schedule the visit, in which case you may be charged a cancellation fee on a Third Party Provider's behalf.

After you have received services obtained through the Service, you may have the opportunity to rate your experience and leave additional feedback.

With respect to Third Party Providers, the House Call Fee you incur will be owed directly to Third Party Providers, and ASSIST CARD will collect payment of those charges from you, on the Third Party Provider's behalf as their limited payment collection agent, and payment of the House Call Fee shall be considered the same as payment made directly by you to the Third Party Provider. This payment structure is intended to fully compensate a Third Party Provider, if applicable, for the services obtained in connection with your use of the Services.

5. Third Party Providers

None of the Medical Doctors are employees of ASSIST CARD. Employees of ASSIST CARD never provide health care services or advice and do not take part in your diagnosis and/or treatment.

ASSIST CARD does not recommend or endorse any specific tests, health care or service providers, medications, products, or procedures. You acknowledge that your reliance on any Medical Doctor that you book for a House Call using the ASSIST CARD Services or information provided by such Medical Doctor to you is solely at your own risk and you assume full responsibility for all risk associated therewith, as allowable by the extent of the law.

You understand and agree that ASSIST CARD is not liable for any actions or inactions of any providers, including without limitation the Medical Doctors. ASSIST CARD is not liable for any

professional advice from a Medical Doctor that is provided to you in-person, or through any other means of communication, even if the communication is facilitated by ASSIST CARD.

Consult with your current licensed health care provider as necessary and before seeking any new treatment or before you alter, suspend, or initiate any change in your medical treatment, medication routine, or health care related procedure or activity. Do not disregard medical advice issued to you by your regular licensed health care provider.

The Medical Doctors are entirely independent of ASSIST CARD. ASSIST CARD is not responsible for any issues you may have with respect to your Medical Doctor's professionalism, timeliness, health care treatment, diagnosis or advice, information provided, or any other actions or omissions arising from, or incident to, any services provided by the Medical Doctor.

6. Disclaimers; Limitation of Liability; Indemnity.

DISCLAIMER.

THE SERVICES ARE PROVIDED "AS IS" AND "AS AVAILABLE." ASSIST CARD DISCLAIMS ALL REPRESENTATIONS AND WARRANTIES, EXPRESS, IMPLIED, OR STATUTORY, NOT EXPRESSLY SET OUT IN THESE TERMS, INCLUDING THE IMPLIED WARRANTIES OF MERCHANTABILITY, FITNESS FOR A PARTICULAR PURPOSE AND NON-INFRINGEMENT. IN ADDITION, ASSIST CARD MAKES NO REPRESENTATION, WARRANTY, OR GUARANTEE REGARDING THE RELIABILITY, TIMELINESS, QUALITY, SUITABILITY, OR AVAILABILITY OF THE SERVICES OR ANY SERVICES REQUESTED THROUGH THE USE OF THE SERVICES, OR THAT THE SERVICES WILL BE UNINTERRUPTED OR ERROR-FREE. ASSIST CARD DOES NOT GUARANTEE THE QUALITY, SUITABILITY, SAFETY OR ABILITY OF THIRD PARTY PROVIDERS. YOU AGREE THAT THE ENTIRE RISK ARISING OUT OF YOUR USE OF THE SERVICES, AND ANY SERVICE REQUESTED IN CONNECTION THEREWITH, REMAINS SOLELY WITH YOU, TO THE MAXIMUM EXTENT PERMITTED UNDER APPLICABLE LAW.

IMPORTANT HEALTH CARE NOTICES AND DISCLAIMERS

IF YOU REQUEST TO BE CONNECTED WITH A MEDICAL DOCTOR, A HOUSE CALL REQUEST NOTIFICATION WILL BE SENT TO THE MEDICAL DOCTOR. IF THE MEDICAL DOCTOR IS AVAILABLE, AN IN-PERSON MEETING BETWEEN YOU AND A PHYSICIAN, AT A LOCATION OF YOUR CHOOSING, MAY OCCUR. WITH RESPECT TO THE REQUESTING, SCHEDULING AND FACILITATION OF HOUSE CALLS, THE ASSIST CARD SERVICE IS EXCLUSIVELY FOR ACCOUNT MANAGEMENT AND TO PROVIDE YOU WITH THE ABILITY TO TRANSMIT YOUR REQUEST AND YOUR INFORMATION TO A MEDICAL DOCTOR THAT PROVIDES SERVICE IN YOUR AREA AND TO COLLECT YOUR HOUSE CALL FEE PAYMENT. NO HEALTH CARE OR ADVICE SHALL BE PROVIDED DIRECTLY TO YOU FROM ASSIST CARD.

BY USING THE ASSIST CARD PLATFORM OR OUR SERVICES YOU EXPRESSLY AGREE AND ACKNOWLEDGE THAT ASSIST CARD IS NOT A MEDICAL PROVIDER, ORGANIZATION OR HOSPITAL. YOU FURTHER UNDERSTAND AND AGREE THAT ASSIST CARD IS NOT STAFFED BY MEDICALLY TRAINED PERSONNEL, AND IS NOT RESPONSIBLE FOR VETTING, RECOMMENDING OR REFERRING ANY PARTICULAR HEALTH CARE PROVIDER, HEALTH CARE PROFESSIONAL, OR HEALTH CARE SERVICES.

PLEASE NOTE THAT ASSIST CARD'S EMPLOYEES CANNOT PROVIDE YOU WITH MEDICAL ADVICE AND NOTHING THAT YOU MAY READ IN OR THROUGH THE USE OF THE ASSIST CARD PLATFORM OR OUR SERVICES SHOULD BE CONSTRUED AS MEDICAL ADVICE. ALTHOUGH ASSIST CARD AND ITS INDEPENDENT CONTRACTORS AND EMPLOYEES MAKE AN EFFORT TO PROVIDE QUALITY INFORMATION TO YOU, ASSIST CARD EXPRESSLY DISCLAIMS ANY IMPLIED GUARANTEE OR WARRANTY REGARDING THE ACCURACY, COMPLETENESS, TIMELINESS, OR RELEVANCE OF ANY INFORMATION PROVIDED THROUGH THE ASSIST CARD PLATFORM, OR THE SERVICES OF HEALTH CARE PROFESSIONALS SENT TO YOU OR ANY MEMBER OF YOUR FAMILY THROUGH THE ASSIST CARD PLATFORM

ASSIST CARD DOES NOT REFER, RECOMMEND, OR ENDORSE ANY OF THE MEDICAL DOCTORS THAT LICENSE THE ASSIST CARD PLATFORM. ANY STATEMENTS, PROGRAMS, OPINIONS, OR OTHER INFORMATION THAT MAY BE PROVIDED TO YOU BY A MEDICAL DOCTOR ARE SOLELY ATTRIBUTABLE TO THE MEDICAL DOCTOR AND NOT ASSIST CARD. RELIANCE ON ANY INFORMATION PROVIDED BY ANY MEDICAL DOCTOR ON OR THROUGH THE ASSIST CARD PLATFORM, SERVICES OR OUR WEBSITE IS SOLELY AT YOUR OWN RISK. ASSIST CARD MAKES NO REPRESENTATIONS OR WARRANTIES AS TO THE CONDUCT, ABILITY OR THE EFFICACY, ACCURACY, COMPLETENESS, TIMELINESS OR RELEVANCE OF THE INFORMATION PROVIDED BY ANY MEDICAL DOCTOR AND/OR THE SERVICES PROVIDED BY SAID MEDICAL DOCTOR OR BY THIRD PARTIES FEATURED ON OR THROUGH THE ASSIST CARD PLATFORM, OR SERVICES. THE MEDICAL DOCTORS ARE RESPONSIBLE FOR COMPLYING WITH REGULATORY AND LOCAL REQUIREMENTS FOR MALPRACTICE AND LIABILITY INSURANCE. ALL INTERACTIONS WITH HEALTH CARE PROFESSIONALS ARE BETWEEN YOU AND THE LICENSED HEALTH CARE PROFESSIONAL. BY USING THE ASSIST CARD PLATFORM OR SERVICES, YOU AGREE NOT TO HOLD ASSIST CARD LIABLE IN ANY WAY FOR ANY MALPRACTICE OR SUBSTANDARD TREATMENT THE MEDICAL DOCTOR MAY RENDER TO YOU OR ANY PERSON FOR WHOM YOU ARE RESPONSIBLE. IN NO EVENT SHALL ASSIST CARD BE LIABLE FOR ANY DAMAGES WHATSOEVER, WHETHER DIRECT, INDIRECT, GENERAL, SPECIAL, COMPENSATORY, CONSEQUENTIAL, AND/OR INCIDENTAL, ARISING OUT OF OR RELATING TO THE CONDUCT OF YOU, ANY PERSON FOR WHOM YOU ARE RESPONSIBLE, OR ANYONE ELSE IN CONNECTION WITH YOUR USE OF THE ASSIST CARD PLATFORM OR SERVICES, INCLUDING WITHOUT LIMITATION, BODILY INJURY, EMOTIONAL DISTRESS, AND/OR ANY OTHER DAMAGES RESULTING FROM YOUR USE OF ANY INFORMATION, PROGRAM OR SUGGESTION PROVIDED TO YOU BY A MEDICAL DOCTOR OR COMMUNICATIONS OR MEETINGS BETWEEN OR AMONG YOU, ANY PERSON FOR WHOM YOU ARE RESPONSIBLE, AND ANY PHYSICIANS, MEMBERS OR ANY OTHER PERSONS YOU MEET THROUGH THE ASSIST CARD PLATFORM OR SERVICES. YOU AGREE TO TAKE REASONABLE PRECAUTIONS IN ALL INTERACTIONS WITH MEDICAL DOCTORS. FURTHER, ASSIST CARD DOES NOT RECOMMEND, AND YOU AGREE TO BE WHOLLY RESPONSIBLE, IF YOU OR ANY MINOR OR PATIENT FOR WHOM YOU ARE RESPONSIBLE DECIDES TO MEET OFFLINE OR IN PERSON WITH ANY MEDICAL DOCTOR.

LIMITATION OF LIABILITY.

ASSIST CARD SHALL NOT BE LIABLE FOR INDIRECT, INCIDENTAL, SPECIAL, EXEMPLARY, PUNITIVE, OR CONSEQUENTIAL DAMAGES, INCLUDING LOST PROFITS, LOST DATA, PERSONAL INJURY, OR PROPERTY DAMAGE RELATED TO, IN CONNECTION

WITH, OR OTHERWISE RESULTING FROM ANY USE OF THE SERVICES, REGARDLESS OF THE NEGLIGENCE (EITHER ACTIVE, AFFIRMATIVE, SOLE, OR CONCURRENT) OF ASSIST CARD, EVEN IF ASSIST CARD HAS BEEN ADVISED OF THE POSSIBILITY OF SUCH DAMAGES.

ASSIST CARD SHALL NOT BE LIABLE FOR ANY DAMAGES, LIABILITY OR LOSSES ARISING OUT OF: (i) YOUR USE OF OR RELIANCE ON THE SERVICES OR YOUR INABILITY TO ACCESS OR USE THE SERVICES; OR (ii) ANY TRANSACTION OR RELATIONSHIP BETWEEN YOU AND ANY THIRD PARTY PROVIDER, EVEN IF ASSIST CARD HAS BEEN ADVISED OF THE POSSIBILITY OF SUCH DAMAGES. ASSIST CARD SHALL NOT BE LIABLE FOR DELAY OR FAILURE IN PERFORMANCE RESULTING FROM CAUSES BEYOND ASSIST CARD'S REASONABLE CONTROL.

THE SERVICES MAY BE USED BY YOU TO REQUEST AND SCHEDULE HOUSE CALL WITH THIRD PARTY PROVIDERS, BUT YOU AGREE THAT ASSIST CARD HAS NO RESPONSIBILITY OR LIABILITY TO YOU RELATED TO ANY HOUSE CALL OR MEDICAL SERVICES PROVIDED TO YOU BY THIRD PARTY PROVIDERS OTHER THAN AS EXPRESSLY SET FORTH IN THESE TERMS.

THE LIMITATIONS AND DISCLAIMER IN THIS SECTION DO NOT PURPORT TO LIMIT LIABILITY OR ALTER YOUR RIGHTS AS A CONSUMER THAT CANNOT BE EXCLUDED UNDER APPLICABLE LAW. BECAUSE SOME STATES OR JURISDICTIONS DO NOT ALLOW THE EXCLUSION OF OR THE LIMITATION OF LIABILITY FOR CONSEQUENTIAL OR INCIDENTAL DAMAGES, IN SUCH STATES OR JURISDICTIONS, ASSIST CARD'S LIABILITY SHALL BE LIMITED TO THE EXTENT PERMITTED BY LAW. THIS PROVISION SHALL HAVE NO EFFECT ON ASSIST CARD'S CHOICE OF LAW PROVISION SET FORTH BELOW.

IN NO EVENT SHALL ASSIST CARD'S TOTAL LIABILITY TO YOU OR ANY INDIVIDUAL OR ENTITY FOR WHOM YOU ARE RESPONSIBLE FOR ANY AND ALL DAMAGES, LOSSES, AND CAUSES OF ACTION (WHETHER IN CONTRACT, TORT – INCLUDING, BUT NOT LIMITED TO, NEGLIGENCE – OR OTHERWISE) EXCEED THE AMOUNT PAID BY YOU TO US IN THE IMMEDIATELY PRECEDING TWELVE (12) MONTH PERIOD.

Indemnity.

You agree to indemnify and hold ASSIST CARD and its affiliates and their officers, directors, employees, and agents harmless from any and all claims, demands, losses, liabilities, and expenses (including attorneys' fees), arising out of or in connection with: (i) your use of the Services or services obtained through your use of the Services; (ii) your breach or violation of any of these Terms; (iii) ASSIST CARD's use of your User Content; or (iv) your violation of the rights of any third party, including Third Party Providers.

7. Other Provisions

Governing Law and Dispute Resolution.

These Terms are governed by and construed in accordance with the laws of the State of Florida, United States, without giving effect to any conflict of law principles. The sole and exclusive jurisdiction and venue for any litigation arising out of this Terms or in any way related to the Services will be an appropriate federal or state court located in the City of Miami, Florida, United States.

Notice.

ASSIST CARD may give notice by means of a general notice on the Services, electronic mail to your email address in your Account, telephone or text message to any phone number provided in connection with your account, or by written communication sent by first class mail or pre-paid post to any address connected with your Account. Such notice shall be deemed to have been given upon the expiration of 48 hours after mailing or posting (if sent by first class mail or pre-paid post) or 12 hours after sending (if sent by email or telephone). You may give notice to ASSIST CARD, with such notice deemed given when received by ASSIST CARD, at any time by first class mail or pre-paid post to registered office. The contact information for the registered office is available here:

ASSIST CARD CORPORATION OF AMERICA
175 SW 7th Street, Suite 2407
Miami, FL, 33130, United States

General.

You may not assign these Terms without ASSIST CARD's prior written approval. ASSIST CARD may assign these Terms without your consent to: (i) a subsidiary or affiliate; (ii) an acquirer of ASSIST CARD's equity, business or assets; or (iii) a successor by merger. Any purported assignment in violation of this section shall be void. No joint venture, partnership, employment, or agency relationship exists between you, ASSIST CARD or any Third Party Provider as a result of this Agreement or use of the Services. If any provision of these Terms is held to be invalid or unenforceable, such provision shall be struck and the remaining provisions shall be enforced to the fullest extent under law. ASSIST CARD's failure to enforce any right or provision in these Terms shall not constitute a waiver of such right or provision unless acknowledged and agreed to by ASSIST CARD in writing.

Exhibit A.
ASSIST CARD's Privacy Policy

PRIVACY POLICY

Effective Date: June 12, 2020

This Privacy Policy describes how Assist-Card Corporation of America and its subsidiaries and affiliates (“ASSIST CARD,” “we”, “our”, or “us”) collect, use, and share personal information collected both online (e.g., from this website) and offline (e.g., in person at conferences and events or through our client service channels) (collectively, the “Services”).

Further notices highlighting certain uses we wish to make of your personal information together with the ability to opt in or out of selected uses may also be provided when we collect personal information from you.

Click on the links below to jump to the different sections of our Privacy Policy.

- [How We Collect Personal Information](#)
- [Automated Collection](#)
- [Information We Collect](#)
- [Special Categories Of Personal Information](#)
- [How We Use Personal Information](#)
- [How We Share Personal Information](#)
- [Automated Decisions](#)
- [Marketing](#)
- [Your Rights and Choices](#)
- [International Transfers of Personal Information](#)
- [How We Protect Personal Information](#)
- [Retention](#)
- [Third Party Links](#)
- [Children's Privacy](#)
- [Changes To This Privacy Policy](#)
- [Personal Information of Other Individuals](#)
- [Contact Us](#)

HOW WE COLLECT PERSONAL INFORMATION

We may collect personal information from various sources including:

- directly from you, such as information you provide to us when you inquire or purchase our products and use our Services. Where you are providing us with personal information other than yourself, you agree to provide this notice to them;
- from our vendors; partners; and third parties who we work with to provide the Services such as brokers, third party administrators, loss adjusters, coverholders, etc;
- from companies and organizations that partner with us to deliver Services;
- during conversations and correspondences between you and our representatives, including our agents;
- automatically, from your use of our website or apps, such as your IP address, usage data, and geolocation data; and
- other sources such as public databases, social media platforms, and other third parties.

The third parties we collect personal information from may include third party companies such as credit reporting agencies, law enforcement agencies and other government entities. We may collect personal information about you from our group companies. From time to time, we may use or augment the personal information we have about you with information obtained from other sources, such as public databases, social media platforms and other third parties. For example, we may use such third party information to confirm contact information or to better understand your interests by associating demographic information with the information you have provided.

AUTOMATED COLLECTION

We automatically collect some information and data about your computer and mobile devices when you visit our website. To collect this information, we may use cookies, web beacons, and similar technologies.

At this time, we do not respond to Do-Not-Track signals.

INFORMATION WE COLLECT

We may collect different types of personal information, including:

- contact information, such as first and last name, telephone number, postal and billing address;
- demographic information such gender, marital status, employment and occupation details, and income;
- financial information and other information required to process your transaction such as financial account details and numbers;
- information necessary to verify your identity and provide you with our products and Services, such as driver's license number, passport number, national insurance number and social security number;
- username and password for any account you may create with ASSIST CARD
- family details such as information about beneficiaries (e.g., spouse, child, joint applicant, next of kin, dependent, trustee, etc.);
- information necessary to process claims such as health information, medical history, and treatment plans;
- background information to the extent permitted by applicable laws, we may obtain reports from public records of criminal convictions;
- professional licensure information and details;
- geolocation data; and
- usage information, such as IP address, operating system, and date, time, and length of stay on our website

We may aggregate and/or irreversibly de-identify personal information collected in connection with the Services and use it for any purpose, including product and service development and improvement activities.

SPECIAL CATEGORIES OF PERSONAL INFORMATION

Some of the categories of personal information that we collect are sensitive personal information (also known as special categories of personal information). In particular, we may process data concerning health in connection with the administration of insurance policies and any claims.

In some circumstances, we may need to collect and use this sensitive personal information and information relating to criminal convictions and offences. Where this is required, unless another ground applies, your consent to this processing is necessary for us to provide you with the

relevant Services and you hereby consent to such processing. Although you may withdraw your consent at any time.

HOW WE USE PERSONAL INFORMATION

We use personal information for the purposes set out below.

With respect to individuals located in the EU/UK, use of personal information must be based on one of a number of legal bases and we are required to set out the grounds in respect of each use. In the list below, we have set out the legal bases that apply to the purposes for which we use your personal information. You can find an explanation of each of these legal bases at Appendix 1 of this Privacy Policy.

- To administer the product you may have bought and to manage, process, defend/prosecute and/or investigate claims.
- To allow you to apply for our products and Services and to evaluate your eligibility for such products and Services, and to process your applications to use our products and Services (including setting you up as a client which may include fraud, sanctions, credit and anti-money laundering checks).
- To contact you regarding renewals, evaluate risks and pay associated premiums as required.
- To communicate with you about our Services, including to fulfill your requests, respond to your inquiries, and to inform you of changes related to our products and Services

Legal bases for above purposes: contract performance, legitimate interests (in order to allow us to perform our obligations and provide our services to you). With respect to special categories of personal information, where we cannot rely on another ground such as legal claims or substantial public interest (e.g. to prevent and detect crime/fraud), we rely on consent.

- To provide you with information about our products and Services, including to personalize such communications to present products and offers tailored to your interests and eligibility. For further information, please see the “Marketing” section below.

Legal bases for the above purpose: legitimate interests (in order to allow us to market to you) or consent (where this is required by law).

- To prevent fraud, including by confirming your identity and location. If false or inaccurate information is provided and fraud is identified or suspected, details may be passed to fraud prevention agencies and may be recorded by us or by them.
- To comply with our legal obligations and to exercise and defend our legal rights.

Legal bases for the above purposes: *legal obligations, legitimate interests (to comply with our obligation and cooperate with law enforcement and regulatory authorities), legal claims. With respect to special categories of personal information, where we cannot rely on another ground including legal claims or substantial public interest (to prevent and detect crime/fraud) we rely on consent.*

- To improve our products and Services
- In the event we sell or transfer or restructure all or a portion of our business or assets, or conduct negotiations relating to the foregoing. If we engage in such a sale or transfer, we will make reasonable efforts to direct the recipient (and their advisors) to use your personal information in a manner that is consistent with this

Privacy Policy. After such a sale or transfer, you may contact the recipient with any inquiries concerning the recipient's privacy practices.

Legal bases for the above purposes: *legitimate interests (in order to allow us to improve our Service or change our business (as applicable)).*

As mentioned above, we may also use and share de-identified personal information for any other legitimate purposes, including product and service development and improvement activities. We base this de-identification on the ground that it is within our legitimate interests (to enable us to improve our business, products and Services).

HOW WE SHARE PERSONAL INFORMATION

We may share your personal information for the purposes (and the legal bases) set out above as follows:

- within our company and with our affiliates and with insurers and reinsurers who help us manage our risk;
- with service providers that perform Services on our behalf, including for the purposes of operating our website, assisting us to perform business functions, claims handling, and operations, and professional services such as legal advisors, accountants and consultants;
- with select partners we may collaborate with;
- with other parties with your consent and at your direction; and
- we reserve the right to disclose your personal information as required by law, when we believe disclosure is necessary or appropriate to comply with a regulatory requirement, judicial proceeding, court order, government request, or legal process served on us, or to protect the safety, rights, or property of our customers, the public, us or others.

AUTOMATED DECISIONS

Your personal information may be profiled to assess risk and patterns. We may make automated decisions about you based on such profiles where such decisions are required or authorized by law or where necessary for the performance of a contract with you, for example for sanctions, fraud prevention and money laundering purposes.

We may use criteria such as demographics, employment status and other related factors to determine your eligibility to purchase ASSIST CARD products and Services on an automated basis or without human/manual intervention. The outcome of such decision may include an effect on the rates you are charged, and may limit your ability to obtain products and Services from us.

Subject to local legal requirements and limitations, you have a right to object to our use of automated decision-making or request an automated decision to be reviewed by a human being.

MARKETING

We (or our service providers and advertising partners) may send you direct marketing communications and information about our products and services that we consider may be of interest to you and, where required by law, we will ask for your consent at the time we collect your personal information to conduct any of these types of marketing. We will provide an option to unsubscribe or opt-out of further communication on any electronic marketing communication sent to you or you may opt out by contacting us as set out in the “Contact Us” section below.

Marketing profiles: Please note that we may use or augment the personal information we have about you with information obtained from other sources, such as public databases, social media platforms and other third parties to provide you with tailored marketing communications.

You have the right to opt out of such analysis of your personal information that we use to tailor the direct marketing that we send to you, at any time. You can exercise this right by contacting us as set out in the “Contact Us” section below.

Please note that we also carry out digital advertising campaigns from time to time that do not rely on your personal information. Subject to any local law requirements, your opt-out will not have effect on such advertising campaign.

If you opt out of receiving marketing or commercial communications, we retain the right to send you non-marketing communications such as correspondence about your relationship with us, information about transactions, or notifying you of updates to our Privacy Policy or Terms of Use.

YOUR RIGHTS AND CHOICES

You may have the right to access and correct your personal information as described below. Individuals in certain jurisdictions, (e.g., EU, UK), may have certain additional rights and choices regarding our processing of their personal information.

We reserve the right to verify your identity in connection with any requests regarding personal information to help ensure that we provide the information we maintain to the individuals to whom it pertains, and allow only those individuals or their authorized representatives to exercise rights with respect to that information. Please note that your exercise of these rights is subject to certain exemptions to safeguard the public interest (e.g., the prevention or detection of crime) and our interests (e.g. the maintenance of legal privilege). We endeavor to comply with your request as soon as reasonably practicable and in compliance with all applicable laws.

- **Access and correction of your personal information:** You may access the personal information we maintain about you by submitting a request to us using the contact details below. If we grant your request, we will provide you with a copy of the personal information we maintain about you in the ordinary course of business, in a commonly used format. You may request access to correct any errors in your personal information. We may reject your request to access or correct personal information, as permitted by applicable law. If we reject your request, we will notify you of the reason(s) for the rejection.
- **Portability of your personal information:** Under certain conditions, you may request that we transfer your personal information to another entity in the format in which we maintain it in the ordinary course of business. We may reject your

request, as permitted by applicable law. If we reject your request, we will notify you of the reason(s) for the rejection.

- **Deletion of personal information:** You may request that we delete your personal information that we no longer have a lawful basis to use. We may reject your request, as permitted by applicable law. For example, ASSIST CARD may be required by legal other reasons to retain your personal information in its business records. If we reject your request, we will notify you of the reason(s) for the rejection.
- **Objection to processing of personal information.** Under certain conditions, you may have the right to object to our processing of personal information about you, including our use of your personal information for marketing purposes and marketing profiles.
- **Restrict the processing of your personal information.** Under certain conditions, you may have the right to require us to restrict the processing of your personal information.
- **Withdrawal of consent:** If ASSIST CARD relies on your consent for the processing of your personal information, we will obtain your consent at the time we collect your personal information. To the extent provided by applicable law, you may withdraw any consent previously provided to us, or object at any time on legitimate grounds, to the processing of your personal information. We will apply these preferences going forward. In some circumstances, withdrawing consent to our use or disclosure of your personal information will mean that ASSIST CARD may no longer be able to provide you with the Services.

Please contact us using the contact details below in the “Contact Us” section if you would like to exercise any of these rights or request more information. Where required by applicable law, we will notify you if we reject your request and notify you of the reasons we are unable to honor your request.

INTERNATIONAL TRANSFERS OF PERSONAL INFORMATION

Any personal information you provide to us may be stored and processed, transferred between and accessed from the United States (including our group companies and our external IT service providers), and other countries which may not guarantee the same level of protection of personal information as the one in which you reside. However, we will handle your personal information in accordance with this Privacy Policy regardless of where your personal information is stored/accessed.

We take reasonable steps to ensure that the overseas recipients of your personal information do not breach the privacy obligations relating to your personal information. Where required by certain jurisdictions, we will transfer your personal information subject to jurisdiction-approved safeguards, such as standard contractual clauses.

HOW WE PROTECT PERSONAL INFORMATION

We maintain reasonable administrative, technical and physical safeguards designed to protect the personal information we maintain against accidental, unlawful or unauthorized destruction, loss, alteration, access, disclosure or use. However, because no security measure is 100% effective, unauthorized entry or use, hardware or software failure, and other factors may compromise the security of information about you at any time, and to the extent permitted by applicable law, we bear no liability for uses or disclosures of personal information or other data arising in connection with theft of the information or other malicious actions.

RETENTION

We retain personal information for the period necessary to fulfil the purposes outlined in this Privacy Policy, unless a longer retention period is required or permitted by applicable law. Please note that we often need to retain certain data for recordkeeping purposes, for purposes connected with the establishment, exercise or defense of legal claims and/or to complete any transactions that you began prior to requesting a change or deletion. In addition, there may be certain data (including personal information) that we may not allow you to review for legal, security or other reasons.

THIRD PARTY LINKS

Our website may contain links to other websites operated by third parties. We make no representations or warranties in relation to the privacy practices of any third party website and we are not responsible for the privacy policies or the content of any third party website. Third party websites are responsible for informing you about their own privacy practices. Please check these policies before you submit any personal information to such third party websites.

CHILDREN'S PRIVACY

ASSIST CARD does not knowingly collect personal information from children under 13. If a parent or guardian becomes aware that his or her child has provided us with personal information without their consent, he or she should contact us at personal.data@assistcard.com. If we become aware that a child under 13 has provided us with personal information, we will delete such personal information from our files.

CHANGES TO THIS POLICY

We may change this Privacy Policy from time to time. If we do so, we will post the updated policy on our sites and will indicate when the Privacy Policy was last revised and, if required by law, notify you of the changes. If we make any material changes, we will provide you with additional notice. You should periodically review our current Privacy Policy to stay informed of our personal information practices.

PERSONAL INFORMATION OF OTHER INDIVIDUALS

If you provide personal information to us regarding other individuals, you agree: (a) to inform the individual about the content of this Privacy Policy, and any other of our applicable privacy notices provided to you; and (b) to obtain any legally-required consent of personal information about the individual in accordance with this Privacy Policy, other privacy notices, and applicable law and/or regulation.

CONTACT US

If you have any questions about this Privacy Policy, any concerns or a complaint regarding the treatment of your personal information or a possible breach of your personal information, please contact us at personal.data@assistcard.com

Assist-Card Corporation of America

175 SW 7th Street, Suite 2407
Miami, Florida, 33130

Lawful bases under EU law (this only applies to individuals located within the EU/UK)

1.1 The main lawful bases for our use of personal information are as follows:

- q. **Consent:** where you have consented to our use of your personal information. You may withdraw your consent to the use of your personal information by contacting us as per the “Contact us” section of the privacy policy. If you do so, we may be unable to provide a service that requires the use of such personal information.
- r. **Contract performance:** where we are required to collect and handle your personal information in order to provide you with the services that we have contractually agreed to provide to you.
- s. **Legal obligation:** where we need to use your personal information to comply with our legal obligations;
- t. **Legal claims: where your personal information is necessary for us to establish, exercise of defend any legal claims; and**
- u. **Legitimate interests: where we have a legitimate interest in using your personal information. We will only rely on this lawful basis if we consider that our interest in using your personal information for the relevant purpose is not outweighed by any interests that you may have, or any prejudice that you may suffer, from the relevant use of your personal information.**

The main lawful bases for our use of your special categories of personal information are as follows:

- v. **Legal claims: where your personal information is necessary for us to establish, exercise of defend any legal claims;**
- w. **Substantial public interest: where we need to process your personal information for reasons of substantial public interest set out in EU law or the laws of the member state in which you are based;**
- x. **Explicit consent: You have given your explicit consent to the processing of that personal information for one or more specified purposes. You are free to withdraw your consent by contacting us as per the “Contact us” section of the privacy policy. If you do so, we may be unable to provide a service that requires the use of such personal information.**