

**THIS IS NOT AN INSURANCE PRODUCT.  
COMPANION WELLNESS, LLC (“WE” or THE “COMPANY”) IS RESPONSIBLE FOR THIS PRODUCT**

**Wellness and Preventative Care Plan Terms and Conditions**

**Section I – Coverage**

The Plan applies only to your designated pet while you own it. You may not transfer the Plan to another pet or assign it to another person. You agree that veterinary care visits for Provided Services will be made during normal working hours and that the Plan does not cover emergency or after-hours visits.

**Section II – Term**

This Plan will commence upon the day following submission of your application for enrollment (the “**Start Date**”) and will continue in effect for the one-year period thereafter. THE PLAN WILL AUTOMATICALLY RENEW ON EACH ANNIVERSARY OF THE START DATE FOR SUBSEQUENT ONE-YEAR PERIODS UNTIL YOU OR WE CANCEL THE AGREEMENT AS DESCRIBED IN SECTION VII BELOW.

**Section III – Available Reimbursements**

Upon submission of reimbursement request in accordance with the Plan, we will reimburse you for the following services up to the following amounts (“**Provided Reimbursements**”) under the terms of the Plan:

**Covered Expenses** incurred (with no deductible) up to the following aggregate amounts per plan year:

*Veterinary Services*

- |  |       |
|--|-------|
| • Routine Dental Cleaning                | \$125 |
| • Routine Physical Examination           | \$70  |
| • Heartworm, Blood, Fecal, Urine Tests   | \$70  |
| • De-Worming                             | \$30  |
| • Vaccinations (not including exam fees) | \$80  |

*Supplements*

- |                       |       |
|-----------------------|-------|
| • Preventatives       | \$100 |
| • Vitamin Supplements | \$50  |

If you do not claim an available reimbursement within the Plan Year, you may not transfer or carry it over to the next plan year and it is non-refundable.

**Section IV - Reimbursement Requests**

In order to obtain a Provided Reimbursement, you must submit proof of payment of all services or supplements purchased. Reimbursement requests for Veterinary Services must include proof of payment issued by a licensed Veterinarian and such other information regarding the treatment as we may request from time to time. The information must be submitted to us through the online portal. We may request additional materials or explanations from you, and you agree to cooperate with us in conducting any investigation or settlement of such Provided Reimbursement request.

Requests for a Provided Reimbursement must be made no later than the EARLIER of (i) the sixtieth (60th) day after the date of performance of the Veterinary Service or purchase of the supplement, (ii) the

thirtieth (30th) day after the end of the Plan Year in which the expense was incurred or the service received, or (iii) the deadline for submission upon cancellation as set forth in Section VII.

### **Section V – Fees and Collections**

You agree to pay the stated monthly fee in effect on the date of enrollment for each month during the Plan Year with the first payment due on the date of enrollment. You authorize the Company to charge the credit card or bank account indicated in your enrollment according to the terms outlined in this paragraph. If any of the monthly payment dates fall on a weekend or holiday, the payment may be executed on the next business day. You understand that this authorization will remain in effect through the Plan Year and any renewals. You must notify us by writing through the customer portal of any changes in credit card or bank account information at least 15 days prior to the next billing date. **You hereby represent, warrant and agree that you are an authorized user of the credit card or bank account and that you will not dispute the scheduled payments with the issuer of the credit card or the banking institutions provided the transactions correspond to the terms and conditions as set forth in the Plan.**

If you fail to pay any installment by its due date, we may immediately suspend Plan services and products and Provided Reimbursements until you pay all past due amounts. If all past due amounts are not paid within thirty (30) days of the due date, we may cancel the Plan.

Whether or not we commence legal action, you agree to pay and reimburse us for all fees, costs, and expenses, including reasonable attorney's fees and any collection agency fees (which may be based on a percentage of the debt), that we incur in such collection efforts.

### **Section VI – Adjustments**

We reserve the right to adjust monthly fees, services, Provided Reimbursements, and other terms and conditions of the Plan and these Terms and Conditions at any time by providing you with notice. Such changes will take effect on the effective date of the next Plan Year after notice of the change. It is your responsibility to read and understand the Terms and Conditions and services included in any changes to the Plan (renewal, upgrade, downgrade, or change options).

### **Section VII - Cancellation**

Either you or we may cancel this Agreement at any time.

- *Cancellation by Us:* We reserve the right to cancel or modify the Plan at any time and for any reason. In the event we choose to cancel the Plan for any reason except as set forth below, we will waive any future payments due under the Plan and discharge your obligation under this Agreement in full. We will not make any Provided Reimbursements and we may void or cancel the Plan if you have (i) concealed, misrepresented, or omitted a material fact or committed fraud in enrollment for or submission of a reimbursement request under this Plan or any other wellness plan or insurance policy administered by the Company or its affiliates or (ii) breached any of the Plan Terms and Conditions, including without limitation for failure to pay fee installments when due ("**Cause**"). If your Plan has been terminated for Cause, the Company may, in its sole discretion, refuse to accept a new enrollment from you.
- *Cancellation by Subscriber:* You may cancel this agreement at any time prior to the start of the next Plan year, and for any reason through the online customer portal. Cancellation of this Agreement will be effective immediately upon our receipt of notice of cancellation.

- *Post Cancellation Reimbursement Requests:* Upon cancellation by us other than for Cause, you may submit a reimbursement request up to thirty (30) days after the effective date of cancellation for services or purchases made prior to the effective date of cancellation. Upon cancellation by us for Cause, no further reimbursement requests will be considered. If you cancel other than at the end of a Plan year, you may not submit any reimbursement requests following the effective date of cancellation.
- *Cancellation Fee:* Based upon the date of cancellation and the Provided Reimbursements that you have received prior to the date of termination; you may owe us a cancellation payment in accordance with the following:

Date of Cancellation	Cancellation Payment
During the Plan Year	<p>If <u>you</u> cancel or if we cancel as a result of your failure to pay a monthly fee installment, you will owe a cancellation fee equal to the lesser of (i) the amount by which Provided Reimbursements exceed the Fees paid and (ii) the remaining fees through the end of the Plan Year. If your fees paid exceed the Provided Reimbursements, you will not owe a cancellation fee. If a cancellation fee is due, you will be asked to provide a method of payment upon submission of the cancellation notice.</p> <p>If <u>we</u> cancel at any time during the Plan Year other than for Cause and the Fees paid exceed the Provided Reimbursements for the Plan Year, we will reimburse you the difference. We will not pay a Reimbursement if cancellation is due to nonpayment of Fees or for Cause.</p> <p>As used in the above calculations, the Provided Reimbursements and Fees paid are determined from the beginning of the then current Plan Year through the cancellation date.</p>
Upon the end of any given Plan Year	No cancellation payment will be payable upon termination of the Plan at the end of any Plan Year.

**Section VIII – Services for which Reimbursement is not Included**

The following items and services are not included in the Plan:

- Emergency or After-Hours visits

- Treatment of Illness, Injury, or Accident
- Other services of the type covered by an accident or injury insurance program
- Any services not specifically covered by Provided Reimbursement as listed above.

### **Section IX – Messaging Consent**

You agree, in order for us and our employees or agents to service your account, that we may contact you by telephone, text message, email, at any telephone number or email address that you have provided to us, including residential or wireless telephone numbers. This contact may include the use of automatic dialing devices, pre-recorded or artificial automated voice, or text messages. The purpose of such contacts may include, without limitation, providing medical reminders, notifying of product recalls, or collecting any amounts owed. Furthermore, for us to verify the services provided, you agree that we may contact you or your pet’s veterinarian or both.

### **Section X – Dispute Resolution**

Most of your concerns about the Plan can be addressed by contacting us through the customer portal. For any dispute with us, you agree to first contact us and attempt to resolve the dispute informally. **IF WE ARE NOT ABLE TO RESOLVE THE DISPUTE, YOU AGREE TO RESOLVE ANY DISPUTES THROUGH ARBITRATION OR SMALL CLAIMS COURT INSTEAD OF THROUGH COURTS OF GENERAL JURISDICTION. YOU AND WE AGREE THAT ANY ARBITRATION WILL TAKE PLACE ON AN INDIVIDUAL BASIS ONLY. YOU AND WE AGREE TO WAIVE ALL RIGHTS TO A JURY TRIAL OR TO PARTICIPATE IN CLASS ACTIONS OR OTHER REPRESENTATIVE PROCEEDINGS.** Unless you and we agree otherwise, the arbitrator may not consolidate your dispute with any other person’s dispute and may not preside over any form of representative proceeding. If this specific provision is found to be unenforceable, then the entirety of this Section X. is null and void.

This Section X will survive the termination of the Plan and is governed by the Commercial Arbitration Rules of the American Arbitration Association (“**AAA**”) under the Federal Arbitration Act. This includes, without limitation, any claims, controversies, or disputes that would otherwise be subject to class actions. This Agreement is governed by the substantive laws of Kansas. Judgment of the arbitration award may be entered in any court of competent jurisdiction.

This Section X does not prevent you from bringing an individual action against us in small claims court instead of pursuing arbitration nor does it prevent you from informing any government agency of your dispute.

### **Section XI – Defined Terms**

For purposes of this Plan, the following terms will be defined as follows:

**Cause** is defined in Section VII.

**Covered Expenses** means the actual cost paid by Subscriber for the services and up to the stated Plan Limits as set forth in Section III. Reimbursement only applies to the cost of the actual vaccine, test, applicable product or service and excludes applicable sales tax and any veterinarian or other fees, including without limitation, waste disposal, injection fees, treatment for illness, injury, or adverse reactions. **Covered Expenses** do not include any vaccines, tests, or services that you administer yourself.

**Plan** means this Wellness and Preventative Care Plan.

**Plan Year** is defined in Section II.

**Preventatives** means flea, tick and heartworm preventatives that are commonly used for such purposes. Such preventatives may be prescription or over the counter. Does not include cleaning washes, sprays, deworming treatments, or items not sold for pets.

**Provided Reimbursements** is defined in Section III.

**Revocation Period** is defined in Section VII.

**Start Date** is defined in Section II.

**Vitamin Supplement** means products prescribed or recommended by a veterinarian to provide nutritional support, to prevent or treat health issues, or to enhance the well-being of dogs or cats. Note that a prescription is not required for reimbursement for a vitamin supplement, we recommend that you seek the advice and recommendation of a veterinarian before giving your pet a vitamin supplement.