

Terms and Conditions

TERMS OF USE

Last Modified: 10/6/2023

These Terms of Use ("Terms") apply to and govern your access to and use of any website, mobile site or app, social media site, software, applications, email exchange of information, and any other digital platform, including any services, features, pages, and functions contained or offered therein, including any transactions, orders, sales, purchases, or the acquisition of goods or services (collectively the "Service"), that are owned, operated, or provided by Four The People Corp or its subsidiaries, divisions, and affiliates ("Four The People", "we", "our" or "us").

Four The People offers the Service, including all information, tools, services, goods, and products available through the Service, to you, conditioned upon your acceptance of all terms, conditions, policies, and notices stated herein or incorporated by reference. Please read these Terms carefully before using our Service or making any transaction, order or purchase. By making any transaction, order or purchase or by visiting or otherwise using our Service, you acknowledge, accept, and agree to be bound and abide by these Terms. You also acknowledge, agree, and consent to our Privacy Policy which is incorporated herein by reference. If you do not agree to these Terms or our Privacy Policy, then accessing the Service is strictly prohibited, and you must immediately exit.

By using the Service, you agree that you are at least the legal age of majority in the jurisdiction in which you reside or, if you are not, that you have obtained parental or guardian consent. The Service is only offered and available to users who are at least eighteen (18) years of age or older. IF YOU ARE UNDER THE AGE OF EIGHTEEN (18) YOU ARE NOT AUTHORIZED TO USE THE SERVICE.

We reserve the right to change these Terms at any time and at our sole discretion. Any changes to the Terms will be effective immediately upon posting and you agree to the new posted Terms by continuing your use of the Service. It is your responsibility to check periodically for any changes we may make to these Terms.

THESE TERMS AFFECT YOUR LEGAL RIGHTS, RESPONSIBILITIES, AND OBLIGATIONS, GOVERN YOUR USE OF THE SERVICE, ARE LEGALLY BINDING, LIMIT FOUR THE PEOPLE'S LIABILITY TO YOU, AND REQUIRE YOU TO INDEMNIFY FOUR THE PEOPLE AND TO SETTLE CERTAIN DISPUTES THROUGH ARBITRATION. YOUR CONTINUED USE OF THE SERVICE AFFIRMS YOUR AGREEMENT TO THESE TERMS. IF YOU DO NOT WISH TO BE BOUND BY THESE TERMS OR ANY FUTURE MODIFICATIONS OR AMENDMENTS TO THESE TERMS, DO NOT USE OUR SERVICE.

These Terms are written in the English language. We do not guarantee the accuracy of any translated versions of these Terms. To the extent any translated versions of these Terms conflict with the English language version, the English language version of these Terms shall control.

Accuracy of Information and Reliance on Information Posted

We built the Service to be a resource for consumers seeking to make health insurance and other healthcare purchase decisions. We provide search, comparison, and other tools to help consumers make smarter choices about their healthcare expenditures. Some of our customers may, in addition to browsing through our website, elect to ask us questions about the purchase of health insurance or healthcare products or services, or find an insurance company that can address their needs. To answer these questions, we gather information from a variety of data sources including the government, nonprofit and leading commercial resources.

The information presented on or through the Service is made available solely for general information purposes, is not intended as a substitute for professional or financial advice, and should not be construed as the provision of professional advice or recommendations. Four The People attempts to ensure that information on this Service is complete, accurate, and current. However, despite our efforts, the information on the Service may occasionally be inaccurate, incomplete, or out of date. Thus, the Service may contain certain historical information. Historical information, necessarily, is not current and is provided for your reference only.

Accordingly, we do not warrant the completeness, accuracy, timeliness, or usefulness of any information on this Service, and you should not rely upon or use such information as the sole basis for making decisions or taking any action without consulting primary, more accurate, more complete, or more timely sources of information. Any reliance on the material on the Service is strictly at your own risk. We reserve the right to modify the contents of the Service at any time, but we have no obligation to update any information on our Service. You agree that it is your responsibility to monitor changes to our Service and to evaluate the accuracy, completeness, or usefulness of any content available through the Service. Always seek the advice of a qualified professional with respect to any questions that you may have, and never disregard professional advice or postpone seeking it because of something that you have read on the Service.

While Four The People provides you the opportunity to receive insurance quotations from insurance agents, insurance carriers, lead aggregators, and other insurance service providers and third parties in our network that provide services to our users (collectively, "Network Partners"), by using the Service you understand and agree that Four The People is not a health insurer or insurance carrier and does not provide any of the insurance products or services advertised on the Service or act as an insurance agent or broker. We do not issue insurance contracts or bind coverage ourselves, nor do we endorse or recommend any companies or specific types of insurance policies. We may provide you with the opportunity to submit requests for information on a wide variety of products and services offered by certain Network Partners (each a "Request"). Once you provide us with the information required on our forms, we attempt to match you with Network Partners to help you acquire the type of product or service you are seeking.

We disclaim all liability and responsibility arising from any reliance placed on any materials or information by you or any other visitor to the Service, or by anyone who may be informed of any of its contents. This Service may include content provided by third parties. All statements and opinions expressed in these materials, and all articles and responses to questions and other content, other than the content provided by the Four The People, are solely the opinions and the responsibility of the person or entity providing those materials. These materials do not necessarily reflect the opinion of the Four The People. We are not responsible, or liable to you or any third party, for the content or accuracy of any materials provided by any third parties.

Requests

By submitting a Request, you agree to allow us to refer the information that you provide to our Network Partners and that, if any Network Partners wish to provide information to you in connection with your Request, you will be contacted by such Network Partners regarding the offerings and related pricing.

We may request that the Network Partners make contact with you via the preferred medium that you have listed, but this does not prevent such Network Partners from contacting you by any other means that they deem appropriate. In working with Network Partners, we seek to work with companies that are reputable, professional and can service the needs of our users. However, we strongly recommend that you perform your own due diligence and research each potential Network Partner prior to selecting or entering into any agreement or arrangement with any particular Network Partner.

Once we refer your Request to a Network Partner, you acknowledge and agree that we have no further involvement in, or responsibility for, any transactions that occur between you and such Network Partner. We are not responsible or liable for any expenses, losses, or damages (financial or otherwise) incurred in any such transactions or as a result of any Network Partner's acts or omissions including, without limitation, with respect to any quotes or services that any such Network Partner may provide, for such Network Partner's contact or delay or failure to contact you, for such Network Partner's performance or failure to perform, or for any agreement or transaction between you and any such Network Partner. We cannot and do not guarantee that Network Partners will provide information for every Request received or that Network Partners who do respond to your Request can in fact meet your requirements. We reserve the right to reject any Request and elect not to forward a Request to participating Network Partners at our sole and absolute discretion.

Accessing the Service

We also reserve the right to withdraw or amend our Service at our sole discretion and without notice. We will not be liable if for any reason all or any part of the Service is unavailable at any time or for any period. From time to time, we may restrict access to some parts of the Service, or the entire Service, to users.

To access the Service, you may be asked to provide information about yourself. It is a condition of your use of the Service that all the information you provide on the Service is correct, current, and complete. You agree that all information you provide to access or use this Service, including, but not limited to, through the use of any interactive features or webforms on the Service, is governed by our Privacy Policy, and you consent to all actions we take with respect to your information consistent with our Privacy Policy. You also agree that you are the person described in the information you provide.

YOU ARE SOLELY RESPONSIBLE FOR ALL ACCESS TO AND USE OF THE SERVICE BY ANYONE USING YOUR IDENTIFICATION WHETHER OR NOT SUCH ACCESS TO AND USE OF THE SERVICE IS ACTUALLY AUTHORIZED BY YOU, INCLUDING WITHOUT LIMITATION, ALL COMMUNICATIONS, TRANSMISSIONS, AND OTHER OBLIGATIONS INCURRED THROUGH SUCH ACCESS OR USE.

Intellectual Property Rights and Ownership of Service

The Service and its entire contents, features, and functionality, including without limitation all information, copyrights, patents, trademarks, service marks, and trade names, as well as all logos, text, design, graphics, displays, video, logos, icons, images, audio, downloads, interfaces, code, and software, as well as the selection and arrangement thereof, and all other intellectual property (collectively, the "Content"), are all proprietary and owned or controlled by Four The People, its licensors, or other providers of such material and are protected by United States and international copyright, trademark, patent, trade secret, and other intellectual property or proprietary rights laws to the fullest extent possible.

These Terms permit you to use the Service and Content for your personal, non-commercial use only. A limited, revocable, nontransferable license is granted to temporarily download one copy of the Content for personal, non-commercial transitory viewing only. This is not a transfer of title, right, or interest in the Service or Content. The license does not give you the right to, and you are strictly prohibited from, copying the Content, modifying the Content, using the Content for any commercial purpose, publicly displaying the Content, attempting to decompile or reverse engineer the Content, removing any copyright, trademark, or other proprietary notations from the Content, or otherwise infringing upon the intellectual property rights of Four The People or its licensors. This license shall automatically terminate if you violate any of these restrictions, or any provision of the Terms, and may be terminated by Four The People at any time for any or no reason. Upon termination of this license, you must destroy any downloaded materials in your possession whether in electronic or printed format. Except as expressly provided in these Terms, no assignments or license of intellectual property are granted by Four The People.

Four The People owns and uses several trademarks on the Service and all related names, logos, product and service names, designs, and slogans. You must not use such marks without the prior written permission of Four The People. All other names, logos, product and service names, designs, and slogans on the Service are the trademarks of their respective owners.

Linking to Our Service

Creating or maintaining any link to any page or portion of the Service, or running or displaying this Service or any Content in any format without Four The People's prior written permission, is strictly prohibited. Any permitted links to this Service must comply with all applicable laws, rules, and regulations.

In the event you are permitted to link to this Service, you must also do so in a way that is fair and legal and complies with our Terms, does not damage our reputation or take advantage of it, and does not suggest any form of association, approval, or endorsement on our part. The website from which you are linking, or on which you make certain content accessible, must comply in all respects with the Content Standards set out in these Terms.

You agree to cooperate with us in immediately ceasing any unauthorized display or linking of our Service or Content. We reserve the right to withdraw permission without notice, and we may disable all or any social media features and any links at any time without notice in our discretion.

Linked Sites

The Service may provide links to other third-party websites ("Linked Sites"). Four The People has not reviewed all of the information on the Linked Sites, does not maintain Linked Sites, and cannot control the completeness, accuracy, or security of the content contained on any Linked Site. The content of, including materials and information contained on, any Linked Site is solely the responsibility of the provider of that Linked Site. Four The People is not responsible for the contents of any such Linked Site, and the inclusion of any link to a Linked Site does not imply endorsement by Four The People of the Linked Site. The views and opinions expressed in Linked Sites are those of the authors or third parties and do not necessarily reflect the official policy or position of Four The People. If you decide to access any Linked Site, you do this entirely at your own risk. References to any names, marks, products, or services of any third parties, third-party information, or Linked Sites are provided solely as a convenience to you, and do not constitute or imply an endorsement, sponsorship, recommendation of, or affiliation with, the third party or its products and services. Four The People makes no representation or warranty as to any Linked Site content, products, or services, and you agree that Four The People shall not be responsible or liable, directly or indirectly, for any damage or loss caused or alleged to be caused by or in connection with use of or reliance on any such third-party content, products, or services available on or through any Linked Site or similar resource.

AS PERMITTED BY APPLICABLE LAW, WE SHALL UNDER NO CIRCUMSTANCES BE LIABLE FOR ANY DIRECT, INDIRECT, INCIDENTAL OR SPECIAL LOSS, OR OTHER DAMAGE, WHETHER ARISING FROM NEGLIGENCE, BREACH OF CONTRACT, DEFAMATION, INFRINGEMENT OF COPYRIGHT, OR OTHER INTELLECTUAL PROPERTY RIGHTS, CAUSED BY THE EXHIBITION, DISTRIBUTION, OR EXPLOITATION OF ANY INFORMATION OR CONTENT CONTAINED WITHIN THESE THIRD-PARTY SERVICES.

Prohibited Uses

You may use the Service only for lawful purposes and in accordance with these Terms. You agree not to use the Service:

In any way that violates any applicable federal, state, local, or international law or regulation (including, without limitation, any laws regarding the export of data or software to and from the US or other countries).

For the purpose of exploiting, harming, or attempting to exploit or harm minors in any way by exposing them to inappropriate content, asking for personally identifiable information, or otherwise.

To send, knowingly receive, upload, download, use, or re-use any material that does not comply with the Content Standards set out in these Terms.

To transmit, or procure the sending of, any advertising or promotional material without our prior written consent, including any “junk mail,” “chain letter,” “spam,” or any other similar solicitation.

To impersonate or attempt to impersonate the Four The People, a Four The People employee, another user, or any other person or entity (including, without limitation, by using email addresses or screen names associated with any of the foregoing).

To engage in any other conduct that restricts or inhibits anyone’s use or enjoyment of the Service, or which, as determined by us, may harm the Four The People or users of the Service, or expose them to liability.

Additionally, you agree not to:

Use the Service in any manner that could disable, overburden, damage, or impair the site or interfere with any other party’s use of the Service, including their ability to engage in real time activities through the Service.

Use any robot, spider, or other automatic device, process, or means to access the Service for any purpose, including monitoring or copying any of the material on the Service.

Use any manual process to monitor or copy any of the material on the Service, or for any other purpose not expressly authorized in these Terms, without our prior written consent.

Use any device, software, or routine that interferes with the proper working of the Service.

Introduce any viruses, Trojan horses, worms, logic bombs, or other material that is malicious or technologically harmful.

Attempt to gain unauthorized access to, interfere with, damage, or disrupt any parts of the Service, the server on which the Service is stored, or any server, computer, or database connected to the Service.

Attack the Service via a denial-of-service attack or a distributed denial-of-service attack.

Otherwise attempt to interfere with the proper working of the Service.

User Content

The Service may contain interactive features that allow users to post, submit, publish, display, or transmit to Four The People, other users or other persons content or materials (collectively, “User Content”) on or through the Service. Other than personally identifiable information, which is subject to our Privacy Policy, any such User Content, including but not limited to any creative

material, information, suggestions, ideas, concepts, know-how, techniques, questions, comments, or other communications you transmit or post to or through this Service in any manner, is and will be considered non-confidential and non-proprietary. All User Content must comply with the Content Standards set out in these Terms.

Your User Content may be posted and transmitted to others at your own risk. We cannot control the actions of other users of the Service with whom you may choose to share your User Content. All User Content may be retained by us indefinitely, even after you terminate your account. By submitting any User Content, you grant to Four The People a perpetual, worldwide, irrevocable, non-exclusive, royalty-free license to use the User Content in any manner, including to create derivative works, without any compensation or notice to you. By providing any User Content on the Service, you grant us and our affiliates and service providers, and each of their and our respective licensees, successors, and assigns the right to use, reproduce, transmit, publish, broadcast, develop, manufacture, market, modify, perform, display, distribute, and otherwise disclose to third parties any such material for any purpose whatsoever. Four The People will have no liability related to any User Content.

You further represent and warrant that:

You own or control all rights in and to the User Content and have the right to grant the license granted above to us and our affiliates and service providers, and each of their and our respective licensees, successors, and assigns.

All of your User Content do and will comply with these Terms.

You understand and acknowledge that you are responsible for any User Content you submit or contribute, and you, not the Four The People, have full responsibility for such content, including its legality, reliability, accuracy, and appropriateness.

We are not responsible or liable to any third party for the content or accuracy of any User Content posted by you or any other user of the Service.

We may, but have no obligation to, monitor, edit or remove content that we determine in our sole discretion are unlawful, offensive, threatening, libelous, defamatory, pornographic, obscene or otherwise objectionable or violates any party's intellectual property or these Terms.

We have the right to:

Remove or refuse to post any User Content for any or no reason in our sole discretion.

Take any action with respect to any User Content that we deem necessary or appropriate in our sole discretion, including if we believe that such User Content violates the Terms, including the Content Standards, infringes any intellectual property right or other right of any person or entity, threatens the personal safety of users of the Service or the public, or could create liability for the Four The People.

Disclose your identity or other information about you to any third party who claims that material posted by you violates their rights, including their intellectual property rights or their right to privacy.

Take appropriate legal action, including without limitation, referral to law enforcement, for any illegal or unauthorized use of the Service.

Terminate or suspend your access to all or part of the Service for any or no reason, including without limitation, any violation of these Terms.

Without limiting the foregoing, we have the right to cooperate fully with any law enforcement authorities or court order requesting or directing us to disclose the identity or other information of anyone posting any materials on or through the Service. YOU WAIVE AND HOLD HARMLESS Four The People AND ITS AFFILIATES, LICENSEES, AND SERVICE PROVIDERS FROM ANY CLAIMS RESULTING FROM ANY ACTION TAKEN BY ANY OF THE FOREGOING PARTIES DURING, OR TAKEN AS A CONSEQUENCE OF, INVESTIGATIONS BY EITHER SUCH PARTIES OR LAW ENFORCEMENT AUTHORITIES.

We cannot review all material before it is posted on or through the Service, and cannot ensure prompt removal of objectionable material after it has been posted. Accordingly, we assume no liability for any action or inaction regarding transmissions, communications, or content provided by any user or third party. We have no liability or responsibility to anyone for performance or nonperformance of the activities described in this section.

Content Standards

These content standards (the “Content Standards”) apply to any and all User Content and use of the Service. User Content must in their entirety comply with all applicable federal, state, local, and international laws and regulations. Without limiting the foregoing, User Content must not:

Contain any material that is defamatory, obscene, indecent, abusive, offensive, harassing, violent, hateful, inflammatory, or otherwise objectionable.

Promote sexually explicit or pornographic material, violence, or discrimination based on race, sex, religion, nationality, disability, sexual orientation, or age.

Infringe any patent, trademark, trade secret, copyright, or other intellectual property or other rights of any other person.

Violate the legal rights (including the rights of publicity and privacy) of others or contain any material that could give rise to any civil or criminal liability under applicable laws or regulations or that otherwise may be in conflict with these Terms and our Privacy Policy.

Be likely to deceive any person.

Promote any illegal activity, or advocate, promote, or assist any unlawful act.

Cause annoyance, inconvenience, or needless anxiety or be likely to upset, embarrass, alarm, or annoy any other person.

Impersonate any person or misrepresent your identity or affiliation with any person or organization.

Involve commercial activities or sales, such as contests, sweepstakes, and other sales promotions, barter, or advertising.

Give the impression that they emanate from or are endorsed by us or any other person or entity, if this is not the case.

Be posted through a false email address, while pretending to be someone other than yourself, or under any other circumstances that could mislead us or third-parties as to the origin of any User Content.

Copyright Complaints and DMCA Copyright Agent

Four The People complies with the copyright notice-and-takedown procedures set out in the United States Digital Millennium Copyright Act (DMCA), which applies to content reported and removed for violating U.S. copyrights. Please note that any notice or counter-notice you submit must be truthful and must be submitted under penalty of perjury. A false notice or counter-notice may give rise to personal liability. You may therefore want to seek the advice of legal counsel before submitting a notice or a counter-notice. We may share any notices and counter-notices submitted to us with others including your contact information, and by submitting any notices, you agree you have no expectation of privacy in your submission.

DMCA Takedown Notices

Content owners of copyrighted material or their representing agents may submit a DMCA notice to our registered Copyright Agent if they believe that infringing activity has taken place on our Service. The abuse team will only consider valid reports of infringement, and you may submit a complete DMCA notice that features all of the points described below only if the representing party sending the request is the content owner or the authorized agent acting on behalf of the copyright owner. If you are not sure if Four The People has control over the allegedly infringed content, please obtain legal representation before contacting us. To be effective under the DMCA, any notification of claimed infringement must be in a written communication that includes substantially the following which must include a certification made under penalty of perjury:

A physical or electronic signature of a person authorized to act on behalf of the owner of an exclusive right that is allegedly infringed, as well as information sufficient for Four The People to determine the legitimacy of the signature and the identity of the signatory;

Identification of the copyrighted work claimed to have been infringed, or, if a single notification covers multiple copyrighted works at a single online site, a representative list of such works at that site, including citation to the applicable copyright registrations where available;

Identification of the material that is claimed to be infringing or to be the subject of infringing activity and that is to be removed or access to which is to be disabled, and information reasonably sufficient to permit Four The People to locate the material, including a timestamp and visible identification of the material in a screenshot or comparable medium, with all metadata intact, as well as a hyperlink or URL to the website or online content at issue;

Information reasonably sufficient to permit Four The People to contact the complaining party, including an email address, telephone number, and, if available, physical mail address;

A statement that the complaining party has a good faith belief that use of the material in the manner complained of is not authorized by the copyright owner, its agent, or the law; and

A statement that the information in the notification is accurate, and under penalty of perjury, that the complaining party is authorized to act on behalf of the owner of an exclusive right that is allegedly infringed.

Any such notifications of claimed infringement must be sent to the below contact with the subject line "DMCA NOTICE:"

Four The People Copyright Agent

8000 N Federal Hwy
Suite 300
Boca Raton FL 33487

4tp@fourthepeople.com

Please note if any notification of claimed infringement does not meet the above requirements, Four The People has no responsibility to respond to or act on any such defective notification of claimed infringement.

DMCA Counter Notification

If you receive a notification of claimed infringement, you may submit a counter notification to us under the DMCA. It must include the following, which includes a certification made under penalty of perjury:

Your physical or electronic signature, as well as information sufficient for Four The People to determine the legitimacy of the signature and the identity of the signatory;

Identification of the material that has been removed or to which access has been disabled and the location at which the material appeared before it was removed or access to it was disabled;

A statement under penalty of perjury that you have a good faith belief that the material was removed or disabled as a result of mistake or misidentification of the material to be removed or disabled; and

Your name, address, and telephone number, and a statement that you consent to the jurisdiction of the Federal District court (i) in the judicial district where your address is located if the address is in the United States, or (ii) located in Middle District of Florida, if your address is located outside the United States, and that you will accept service of process from the Complainant submitting the notice or the Complainant's authorized agent.

Any such counter notification must be sent to:

Four The People Copyright Agent

8000 N Federal Hwy
Suite 300
Boca Raton FL 33487

4tp@fourthepeople.com

Information Collected about You

All information we collect on this Service is subject to our Privacy Policy. By using the Service, you consent to all actions taken by us with respect to your information in compliance with our Privacy Policy.

Geographic Restrictions

Four The People is based in the United States; as such, we provide the Service for use only by persons located in the United States. We make no claims that the Service or any of its Content is accessible or appropriate outside of the United States. Access to the Service may not be legal by certain persons or in certain countries. If you access the Service from outside the United States, you do so on your own initiative and are responsible for compliance with local laws.

SMS/MMS Mobile Messaging Program

Four The People offers a mobile messaging program in connection with its various services (the "Program"), where, by opting into the Program, you agree to these Terms and to receive marketing text messages from us and our affiliates, Network Partners, and their agents (collectively, "Contacts") directly, through the Service, or through third parties such as platform providers, phone companies, and other vendors or service providers who assist us and our Contacts in making phone calls and delivering text messages. The Program is optional and not a condition of purchase of any goods or services.

The Program allows you to receive SMS/MMS mobile messages by voluntarily and affirmatively opting into the Program, such as through online or application-based enrollment forms. The messages we send to you include marketing messages. Service-related messages may include updates, alerts, and other information about the Service. Messaging frequency may vary. You must have a wireless device of your own, capable of two-way messaging, be using a participating wireless carrier, and be a wireless service subscriber with text messaging service. Not all cellular phone providers carry the necessary service to participate. Check your phone capabilities for specific text messaging instructions.

Regardless of the opt-in method you utilized to join the Program, you agree that these Terms apply to your participation in the Program. By participating in the Program, you agree to receive autodialed or prerecorded marketing mobile messages at the phone number associated with your opt-in, and you understand that consent is not required to make any purchase of goods or services from Four The People. While you consent to receive messages sent using an autodialer, the foregoing shall not be interpreted to suggest or imply that any or all of Four The People's mobile messages are sent using an automatic telephone dialing system ("ATDS" or "autodialer"). Message and data rates may apply. Please consult your mobile service carrier's

pricing plan to determine the charges for browsing data and sending and receiving mobile messages. Under no circumstances will we be responsible for any messaging or wireless charges incurred by you or by a person that has access to your wireless device or telephone number.

Data obtained from you in connection with the Program may include your cell phone number, your provider's name and the date, time and content of your text messages. We may use this information in accordance with our Privacy Policy to contact you and to provide the services you request from us.

SMS/MMS Mobile Messaging Opt-Out. If you do not wish to continue participating in the Program, you agree to reply "STOP" to any mobile message from Four The People in order to opt out of the Program. You may receive an additional mobile message confirming your decision to opt out. You understand and agree that the foregoing options are the only reasonable methods of opting out. You also understand and agree that any other method of opting out, including, but not limited to, texting words other than those set forth above or verbally requesting one of our employees to remove you from our list, is not a reasonable means of opting out.

Without limiting the scope of the Program, users that opt into the Program can expect to receive messages concerning the marketing and sale of digital and physical products, services, and events. Message and data rates may apply. The Program involves recurring mobile messages, and additional mobile messages may be sent periodically based on your interaction with us. For support regarding the Program, text "HELP" to the number you received messages from or email us at 4tp@fourthepeople.com. Opt-outs should be submitted in accordance with the procedures set forth above.

The Program is offered on an "as-is" basis and may not be available in all areas at all times and may not continue to work in the event of product, software, coverage or other changes made by your wireless carrier. We will not be liable for any delays or failures in the receipt of any mobile messages connected with this Program. Four The People and the carriers are not liable for delayed or undelivered mobile messages.

We endeavor to comply with all applicable telemarketing laws, including but not limited to the Telephone Consumer Protection Act ("TCPA"), Florida Telemarketing Act, and Florida Do Not Call Act. For purposes of compliance, you agree that we may assume that you are a resident of a certain state if, at the time of opt-in to Program, (1) your address, as provided, is located in that state or (2) the area code for the phone number used to opt-into the Program is an area code for that state. You agree that the requirements of a state's telemarketing laws do not apply to you, and you shall not assert that you are resident of that state, if you do not meet either of the foregoing criteria or, in the alternative, do not affirmatively advise us in writing that you are a resident of the state by sending written notice to us. You further agree that mobile messages sent by us in direct response to mobile messages or requests from you (including but not limited to response to keywords, opt-in, help or stop requests, and shipping notifications) shall not constitute a "telephonic sales call" or "commercial telephone solicitation phone call" (e.g., for

purposes of Florida Statutes Section 501 (including but not limited to sections 501.059 and 501.616)), "telephone solicitation" (e.g., for purposes of the TCPA and state laws such as the Utah Telephone and Facsimile Solicitation Act and Washington Commercial Telephone Solicitation Act), or an otherwise unsolicited call or message that is subject to a telemarketing law, to the extent such laws are relevant and applicable.

MMS Disclosure. The Program will send SMS TMs (terminating messages) if your mobile device does not support MMS messaging.

Disclaimers and Limitation of Liability

YOUR USE OF THE SERVICE IS AT YOUR RISK. THE SERVICE AND ALL SERVICES, INFORMATION, GOODS, AND MATERIALS MADE AVAILABLE OR PURCHASED THROUGH THE SERVICE ARE PROVIDED TO YOU "AS IS" WITHOUT ANY EXPRESS REPRESENTATIONS OR WARRANTIES OF ANY KIND, AND WE DISCLAIM ALL STATUTORY OR IMPLIED REPRESENTATIONS, WARRANTIES, TERMS, AND CONDITIONS WITH RESPECT TO THE SERVICE AND ALL SERVICES, INFORMATION, GOODS, AND MATERIALS MADE AVAILABLE THROUGH THE SERVICE, INCLUDING THE REPRESENTATIONS AND WARRANTIES OF SATISFACTORY QUALITY, MERCHANTABILITY, FITNESS FOR A PARTICULAR PURPOSE, NONINFRINGEMENT, AND TITLE, AND WITH RESPECT TO THE PRODUCTS LISTED OR PURCHASED ON OR THROUGH THE SERVICE.

WE MAKE NO REPRESENTATION OR WARRANTY THAT THE SERVICE (OR ANY PART THEREOF) WILL BE ACCURATE, COMPLETE, OR ERROR-FREE, NOR THAT ANY PARTICULAR SOFTWARE OR HARDWARE, WILL BE COMPATIBLE WITH THE SERVICE, AND YOU HEREBY AGREE THAT IT IS YOUR SOLE RESPONSIBILITY TO (A) OBTAIN AND PAY FOR ANY SOFTWARE, HARDWARE AND SERVICES (INCLUDING INTERNET CONNECTIVITY) NEEDED TO ACCESS AND USE THE SERVICE AND (B) ENSURE THAT ANY SOFTWARE, HARDWARE, AND SERVICES THAT YOU USE WILL FUNCTION CORRECTLY WITH THE SERVICE. THE MATERIALS ON THE SERVICE MAY BE OUT OF DATE, AND FOUR THE PEOPLE MAKES NO COMMITMENT AND ASSUMES NO DUTY TO UPDATE SUCH MATERIALS. FOUR THE PEOPLE MAKES NO WARRANTY THAT THE SERVICE WILL BE AVAILABLE, UNINTERRUPTED, OR FREE OF VIRUSES OR OTHER HARMFUL COMPONENTS, OR THAT YOU WILL ACHIEVE SUCCESSFUL RESULTS FROM FOLLOWING ANY INSTRUCTIONS OR DIRECTIONS ON THE SERVICE. YOU AGREE THAT YOU MUST EVALUATE, AND THAT YOU BEAR ALL RISKS ASSOCIATED WITH, THE USE OF THE SERVICE, INCLUDING ANY RELIANCE ON THE ACCURACY, COMPLETENESS, TIMELINESS, OR USEFULNESS OF ANY INFORMATION OR MATERIALS MADE AVAILABLE THROUGH THE SERVICE. WITHOUT LIMITING THE FOREGOING, FOUR THE PEOPLE HEREBY EXPRESSLY DISCLAIMS ALL LIABILITY FOR PRODUCT DEFECT OR FAILURE, CLAIMS THAT ARE DUE TO NORMAL WEAR, PRODUCT MISUSE, ABUSE, PRODUCT MODIFICATION, IMPROPER PRODUCT SELECTION, NON-COMPLIANCE WITH ANY CODES, OR MISAPPROPRIATION. FOUR THE PEOPLE MAKES NO WARRANTIES TO

THOSE DEFINED AS “CONSUMERS” IN THE MAGNUSON-MOSS WARRANTY ACT. THE FOREGOING EXCLUSIONS OF IMPLIED WARRANTIES DO NOT APPLY TO THE EXTENT PROHIBITED BY LAW.

ADDITIONALLY, IN NO EVENT WILL FOUR THE PEOPLE, ITS RESPECTIVE MEMBERS, EMPLOYEES, AFFILIATES, AGENTS, SUCCESSORS, ASSIGNS, RETAIL PARTNERS, OR ANY PARTY INVOLVED IN THE CREATION, PRODUCTION, OR TRANSMISSION OF THE SERVICE, BE LIABLE FOR ANY INDIRECT, INCIDENTAL, CONSEQUENTIAL, SPECIAL, EXEMPLARY, OR PUNITIVE DAMAGES OF ANY KIND IN CONNECTION WITH THE SERVICE, OR FOR ANY DAMAGES FOR LOSS OF PROFITS, LOSS OF USE, LOSS OF DATA, LOSS OF OTHER INTANGIBLES, BUSINESS INTERRUPTION, LOSS OF SECURITY OF INFORMATION YOU HAVE PROVIDED IN CONNECTION WITH YOUR USE OF THE SERVICE, OR UNAUTHORIZED INTERCEPTION OF ANY SUCH INFORMATION BY THIRD PARTIES, EVEN IF ADVISED IN ADVANCE OF SUCH DAMAGES OR LOSSES. FURTHER, WE WILL NOT BE LIABLE FOR DAMAGES OF ANY KIND RESULTING FROM YOUR USE OF OR INABILITY TO USE THE SERVICE, ANY INFORMATION OR MATERIALS ON THE SERVICE, ANY LINKED SITES, OR THE MATERIALS, INFORMATION, OR SERVICES CONTAINED AT ANY OR ALL SUCH LINKED SITES. IN THE EVENT OF ANY PROBLEM WITH THE SERVICE OR ANY CONTENT, YOU AGREE THAT YOUR SOLE AND EXCLUSIVE REMEDY FOR DISSATISFACTION WITH THE SERVICE IS TO STOP USING THE SERVICE. MOREOVER, IN THE EVENT OF ANY PROBLEM OR DISSATISFACTION WITH THE PRODUCT THAT YOU HAVE PURCHASED ON OR THROUGH THE SERVICE, YOU AGREE THAT YOUR SOLE AND EXCLUSIVE REMEDY, IF ANY, IS TO SEEK A RETURN AND REFUND FOR SUCH PRODUCT IN ACCORDANCE WITH THE RETURN POLICY POSTED ON THE SERVICE. OUR MAXIMUM LIABILITY FOR ALL DAMAGES, LOSSES, AND CAUSES OF ACTION, WHETHER IN CONTRACT, TORT (INCLUDING, WITHOUT LIMITATION, NEGLIGENCE), OR OTHERWISE SHALL BE THE TOTAL AMOUNT, IF ANY, PAID BY YOU TO US TO ACCESS AND USE THE SERVICE.

IT IS POSSIBLE THAT APPLICABLE LAW MAY NOT ALLOW FOR LIMITATIONS ON CERTAIN IMPLIED WARRANTIES OR EXCLUSIONS OR LIMITATIONS OF CERTAIN DAMAGES; SOLELY TO THE EXTENT THAT SUCH LAW APPLIES TO YOU, SOME OR ALL OF THE ABOVE DISCLAIMERS, EXCLUSIONS, OR LIMITATIONS MAY NOT APPLY TO YOU, AND YOU MAY HAVE ADDITIONAL RIGHTS. IF APPLICABLE LAW PROHIBITS THE LIMITATION OR EXCLUSION OF A PARTY’S LIABILITY WITH RESPECT TO DEATH OR PERSONAL INJURY CAUSED BY SUCH PARTY’S NEGLIGENCE, FRAUD, OR ANY OTHER MATTER, THEN SUCH PARTY’S LIABILITY WILL NOT BE LIMITED OR EXCLUDED TO THE EXTENT OF SUCH PROHIBITION UNDER SUCH APPLICABLE LAW.

If you are a California resident, you agree to consciously waive all claims, both known and unknown that may be later discovered, to the maximum extent permitted by law, including but not limited to that permitted by California Civil Code Section 1542, which states “[a] general release does not extend to claims that the creditor or releasing party does not know or suspect

to exist in his or her favor at the time of executing the release and that, if known by him or her, would have materially affected his or her settlement with the debtor or released party.”

Indemnification

Except to the extent prohibited under applicable law, you agree to indemnify, defend, and hold harmless Four The People and its officers, directors, employees, and agents from and against any claims, losses, liabilities, damages, costs, or expenses, including attorneys’ fees and costs, that may arise from or in connection with (a) your use of, or activities in connection with, the Service, including use of any good, product, or service purchased through the Service, (b) violation of these Terms by you, including any misrepresentations made by you in connection with your use of the Service (c) your violation of any law or the rights of a third-party, and (d) the acts or omissions of any other user or third-party. If you fail to promptly indemnify and defend a covered claim, Four The People shall have the right to defend itself, and in such case, you shall promptly reimburse Four The People for all of its associated costs and expenses. Four The People reserves the right, at its own expense, to assume the exclusive defense and control of any matter otherwise subject to your indemnification.

Arbitration, Choice of Law, and Venue

Any dispute, claim, or controversy arising out of or relating to these Terms, including the determination of the scope or applicability of this agreement to arbitrate, shall be submitted to and settled exclusively by binding arbitration, in accordance with the provisions of this section, subject only to any applicable requirement of law that you and Four The People engage in a preliminary, non-binding mediation or arbitration. Binding arbitration shall be conducted in accordance with the American Arbitration Association’s rules (the “AAA Rules”). Arbitration shall be held in Orange County, Florida, and shall be held before an arbitrator selected pursuant to the AAA Rules who shall have no personal or pecuniary interest, either directly or indirectly, from any business or familial relationship with either you or us. The arbitrator(s) shall be bound to adjudicate all disputes in accordance with the laws of the State of Florida and all decisions of the arbitrator will be final, binding, and conclusive on you and Four The People. Either you or Four The People may seek confirmation of the arbitration award in the Florida state courts in and for Orange County, Florida, and both parties hereby consent to the exclusive jurisdiction and venue of the Florida state courts in and for Orange County, Florida in any claim or action arising under this arbitration provision.

YOU AND WE ALSO AGREE TO WAIVE ANY AND ALL RIGHTS TO A JURY TRIAL. ADDITIONALLY, UNLESS YOU AND WE AGREE OTHERWISE, EACH PARTY MAY BRING CLAIMS AGAINST THE OTHER ONLY ON AN INDIVIDUAL BASIS AND NOT AS A PLAINTIFF OR CLASS MEMBER IN ANY PURPORTED CLASS, REPRESENTATIVE ACTION OR PRIVATE ATTORNEY GENERAL PROCEEDING. ALSO, TO THE EXTENT AVAILABLE BY LAW, AND SUBJECT TO THE DAMAGE LIMITATIONS DISCUSSED HEREIN, THE ARBITRATOR MAY AWARD RELIEF ONLY IN FAVOR, AND FOR THE BENEFIT OF, THE INDIVIDUAL PARTY SEEKING RELIEF.

All costs and expenses, including reasonable attorneys' fees and experts' fees, incurred by you or Four The People in any dispute that is determined and settled by arbitration or some other proceeding pursuant to these Terms shall be borne by the party determined to be liable in respect to such dispute; provided, however, that if complete liability is not assessed against only one party, then you and Four The People will share the total costs in proportion to their respective amounts of liability so determined. Except where clearly prevented by the area in dispute, you and we agree to continue performing their respective obligations under these Terms until the dispute is resolved.

If it is determined that arbitration is not permitted, has been waived, or is otherwise unavailable, then the sole and exclusive jurisdiction and venue for any action or proceeding arising out of or related to these Terms shall be an appropriate state or federal court located in Orange County, Florida. You and Four The People hereby submit to the personal jurisdiction of the State of Florida and the jurisdiction and venue of said courts. You and Four The People further agree that the laws of the State of Florida, without regard to the principles of conflict of laws, shall govern these Terms and any dispute, claim, or controversy that has arisen or may arise related to these Terms. This paragraph shall not be read to conflict with the mandatory arbitration provision.

Additional Terms

The failure of Four The People of any term or condition set out in these Terms shall not be deemed waiver of such term or condition or a waiver of any other term or condition.

If any provision of these Terms is held by a court or other tribunal of competent jurisdiction to be invalid, illegal, or unenforceable for any reason, such provision shall be eliminated or limited to the minimum extent such that the remaining provisions of the Terms will continue in full force and effect.

These Terms and our Privacy Policy constitute the sole and entire agreement between you and Four The People regarding the Service and supersede all prior and contemporaneous understandings, agreements, representations, and warranties, both written and oral, regarding the Service. You may be subject to additional terms and conditions when you purchase products or participate in a sweepstakes, contest, or other promotions.

By accessing the Service, you agree that the laws of the United States and the state of Florida without regard to conflicts of laws principles, will apply to these Terms and all matters relating to the Service.

Subject to the arbitration provisions above, and other than small claims actions as permitted therein, any action or proceeding arising from, relating to or in connection with these Terms will be brought exclusively in the federal or state courts located in Orange County, Florida, and you irrevocably consent to the personal jurisdiction of such courts and agree that it is a convenient

forum and that you will not seek to transfer such action or proceeding to any other forum or jurisdiction, under the doctrine of forum non conveniens or otherwise.

You agree that regardless of any statute or law that establishes a different statute of limitations, to the maximum extent permitted under applicable law, any claim or cause of action (including any arbitration) arising out of, related to or connected with the use of the Service, or these Terms, or other transactions or relationships must be filed within one (1) year after such claim or cause of action arose or be forever barred.

We may provide you information regarding your account and the Service in electronic form only. You agree that such notices and other communications sent electronically satisfy any legal communication requirements, including that requirements must be in writing.