

Sedera Member Referral Program Terms and Conditions

Sedera, Inc. (“we,” “us,” or the “Company”) offers existing Members of the Sedera Medical Cost Sharing Community (“SMCSC” or “Community”) the opportunity to earn rewards by referring other individuals to the Community. Your participation in the Sedera Member Referral Program (“Sedera Member Referral Program” or “Program”) can earn you a gift card of cash value. The Program is administered by Sedera, Inc., which may, outsource or use third-party products to administer or facilitate certain elements of the Program (collectively “Administrator”).

You, the person choosing to participate in the Program are referred to as “you” or “Referrer”. These Terms apply to Referrer’s participation in the Program. By participating in the Program Referrer agrees to use the Program as outlined herein, and consistent with any other terms we may apply to the Program. If Referrer does not agree to these Terms in their entirety, then Referrer cannot participate in the Program in any manner. Referrers may not participate in the Program where doing so would be prohibited by any applicable law or regulations.

We reserve the right to modify, terminate, or amend at any time these Sedera Member Referral Program Terms and Conditions (“Terms”) and/or the methods by which rewards are earned or fulfilled. We reserve the right to disqualify any Referrer from participation in the Program at any time at our sole discretion, including without limitation if they do not comply with any of these Terms or otherwise fail to comply with any applicable laws (including, without limitation, through any failure to include any disclosures as required by the FTC or otherwise required by Company).

PROGRAM ELIGIBILITY REQUIREMENTS

A. Children.

No part of this Program is directed to persons under the age of 18. IF YOU ARE UNDER THE AGE OF 18 YEARS OF AGE, YOU MAY NOT USE, ACCESS OR PARTICIPATE IN THE PROGRAM AT ANYTIME OR IN ANY MANNER.

B. Sedera Employees.

Any Sedera Employee cannot and is not eligible for participation in this Program.

C. Sedera Affiliates and/or Strategic Lead Generators

Any entity, individual, company, or agent thereof who are party to an executed and active Referral Affiliate and/or Strategic Lead Generator Agreement(s) or any other referral compensation agreement with Company, cannot and are not eligible for participation in this Program.

D. Eligible Referrer

To be an “Eligible Referrer” the Referrer:

1. Must be a current Sedera Member as defined in the applicable Sedera Membership Guidelines;
2. Be at least 18 years old;

3. Have had an active Sedera Membership for a minimum of three (3) Months at the time of the Referred Member's Start Date;
4. Must be a legal resident of the state of Texas;
5. Must not be receiving any type of compensation from Company in any other way;
6. Must not be an Employee or a Family Member on a Sedera Employee's Membership.

E. Qualified Referred Membership or Qualified Referred Member

To qualify as a "Qualified Referred Membership" or "Qualified Referred Member", the new referred member:

1. Must be a Primary Member of at least 18 years old;
2. Must be a Primary Member who has not previously been a Sedera Member within the twelve (12) months preceding the Primary Member's new *Start Date*;
3. Cannot be a Primary Member who is a resident of: New York, Illinois, Vermont, Pennsylvania, or Washington;
4. Must enroll in a Sedera Access+ Membership.
5. Must remain a member of a Sedera Access+ Membership for at least 3 months.

F. Personal Enrollment Link

To receive a Reward for a Qualified Referred Membership, the membership enrollment must occur through the Personal Enrollment Link provided to the Eligible Referrer.

1. "Personal Enrollment Link" is a personalized link given to an Eligible Referrer that is used exclusively by that Eligible Referrer for the enrollment of members in the Sedera Medical Cost Sharing Community.
2. The Personal Enrollment Link shall only be used by the Eligible Referrer for the exclusive purpose of enrolling members.

PROGRAM REWARDS

A. EARNING REWARDS

1. An Eligible Referrer shall receive 1 reward (each, a "Reward") in a cash equivalent of a value and form as determined by Sedera for each Qualified Referred Membership.
2. A Reward is calculated for each Qualified Referred Membership that is started after the referral is made by an Eligible Referrer. A Reward will not be given for each individual that is part of that Qualified Referred Membership.
3. To earn the reward for the Qualified Referred Membership, the membership must be enrolled through the Personal Enrollment Link provided to the Eligible Referrer.
4. An Eligible Referrer shall not receive more than \$599.00 of cash value in an annual Calendar Year. Any Referral made above that limit in the same Calendar Year will not be considered a Qualified Referred Membership.
5. Sedera may determine the form of delivery for the Reward at its sole discretion and will use the contact information on file with the Eligible Referrer's Sedera Membership.
6. Rewards may be redeemed in various forms at the Administrator's sole discretion. Restrictions may apply. For example, if the Reward is in the form of a gift card, gift certificate or voucher, it may be subject to the gift card issuer's terms and conditions.

7. Rewards and referrals are subject to verification. Sedera may delay a Reward for the purpose of investigation and may also refuse to verify and process any transaction that Sedera deems, in its sole discretion, to be fraudulent, suspicious, in violation of these Terms and Conditions, or believes will impose potential liability on Sedera, its subsidiaries, affiliates, or their respective officers, directors, employees, representatives, and agents.
8. Rewards cannot be earned through this Program if any other compensation is being received for the Qualified Referred Membership.

B. TRANSFER AND VALUE OF REWARDS

1. Any Reward is not transferable and may not be auctioned, traded, bartered or sold.
2. Any Reward given to Referrer and any violation of any third-party terms and conditions in relation to that Reward are the sole liability of that Referrer.
3. Upon termination of the Program or any portion thereof for any reason, any reward not yet received or delivered to an Eligible Referrer are forfeited.

CODE OF CONDUCT

Referrer agrees that they will not violate any of these Terms and Conditions, or otherwise engage in activity that could be considered harassment toward other referrers. Referrer agrees not to use the Program to:

1. Violate any intellectual property rights of Company;
2. Spam or otherwise create bulk distributions of the Personal Enrollment Link;
3. Collect or attempt to collect personal data about other users or potential Referred Member;
4. Engage in any actions that are designed or may otherwise disrupt or undermine the Program;
5. Make attempts to gain unauthorized access to the software or the Program for any reason
6. Transmit files that contain bots, viruses, worms, Trojan horses, or any other file that could contaminate or otherwise destroy Company intellectual property or stop or interrupt the function of Company and its services, including but not limited to this Program, or cause harm to a Referrer, Referred Member, or potential referred member;
7. Engage in illegal behavior or activity;
8. Engage in behavior designed to annoy or harass others, including but not limited to Referred Members, other users of this program or Members of Community or Company;
9. Engage in actions that disparage or malign or call into question the reputation of Company, in Company's sole discretion.

Inappropriate Behavior. Company may prohibit anyone from participating in the Program or receiving a Reward in their sole discretion for inappropriate behavior as determined by Company at its sole discretion.

PRIVACY

Participation in the Program may require a Referrer and/or Referred Member to submit personal information about themselves. The personal information will be collected, processed, and used

in accordance with Sedera's Privacy Policy which can be found at [here](#). In addition, any personal information may be used by the Company to contact Program participants, manage the Program, administer any potential rewards, and the Program participants expressly agree to receive communications from Company and/or any Administrators of the Program.

CONTENT OWNERSHIP AND USE

- A.** The Program and online platform may contain content including designs, text, graphics, images, video, information, logos, button icons, software, audio files, computer code, and other content (collectively, "Content"). As between Referrer and Sedera, all Content is the property of Sedera and/or its licensors and is protected under copyright, trademark, and other laws. The compilation (meaning the collection, arrangement, and assembly) of all Content of Sedera's Program and online platform is the exclusive property of Sedera and is protected by copyright, trademark, and other laws.

- B. License to User**
 - 1. Sedera authorizes Referrers and other participants in the Program, subject to these Terms, to access and use Sedera's online platform, the Program, and the Content solely for your personal, noncommercial use.
 - 2. The registered or unregistered Content contained in Sedera's platform or this Program are or may be trademarks of Sedera or its licensors. Without Sedera's prior written permission, and except solely enabled by any Personal Link as provided by Sedera, you agree not to display or use in any manner the Content.
 - 3. Sedera can revoke this license at any time for any reason.

SUGGESTIONS AND SUBMISSIONS

- A.** Sedera appreciates hearing from Referrers and other participants and welcomes your comments regarding the Program. Please be advised, however, that Sedera does not accept or consider creative ideas, suggestions, inventions, or materials ("Creative Ideas") other than those which we have specifically requested. While Sedera values your feedback on the program, please be specific in your comments and do not submit Creative Ideas. If, despite this request, you send Sedera Creative Ideas, Sedera:
 - 1. Shall own, exclusively, all now known or later discovered rights to the Creative Ideas;
 - 2. Shall not be subject to any obligation of confidentiality and shall not be liable for any use or disclosure of any Creative Ideas; and
 - 3. Shall be entitled to unrestricted use of the Creative Ideas for any purpose whatsoever, commercial or otherwise, without compensation to you or any other person.

- B.** All Suggestions and Submissions should be sent to: marketing@sedera.com.

LIABILITY

A. Referrer

Referrer agrees to defend, indemnify, release and hold harmless Company, its parent companies, affiliates and subsidiaries, together with their respective employees, directors, officers, licensees,

licensors, shareholders, attorneys and agents including, without limitation, their respective advertising and promotion entities and any person or entity associated with the production, operation or administration of the Program (collectively, the "Released Parties"), from any and all claims, actions, demands, damages, losses, liabilities, costs or expenses caused by, arising out of, in connection with, or related to Referrers' participation in the Program (including, without limitation, any property loss, damage, personal injury or death caused to any person(s) and/or the awarding, receipt and/or use or misuse of the Program or any Reward); and

B. Sedera's Waiver of Liability

Sedera shall not be liable for:

1. Late, lost, delayed, stolen, misdirected, incomplete, unreadable, inaccurate, unreliable, garbled or unintelligible entries, communications or affidavits, regardless of the method of transmission;
2. Telephone system, telephone or computer hardware, software or other technical or computer malfunctions, lost connections, disconnections, delays or transmission errors;
3. Data corruption, theft, destruction, unauthorized access to or alteration of entry or other materials;
4. Any printing, typographical, administrative or technological errors in any websites or materials associated with the Program; or
5. Claims, demands, and damages in disputes among Referrers, between Referrers and Friends or Referrers and their Qualified Referred Membership/Qualified Members; or
6. Any other injuries, losses or damages of any kind resulting from acceptance, possession or use of a Reward, or from participation in the Program, that were not reasonably foreseeable to Sedera at the relevant time.

C. Sedera disclaims any liability for damage to any computer system resulting from participating in or accessing or downloading information in connection with the Program, and reserves the right, in its sole discretion, to cancel, modify or suspend the Program should a virus, bug, computer problem, unauthorized intervention or other cause beyond Sedera's control corrupt the administration, security or proper operation of the Program.

D. Sedera shall not be liable to any Referrer for failure to supply any Reward or any part thereof, by reason of any acts of God, any action(s), regulation(s), order(s) or request(s) by any governmental or quasigovernmental entity (whether or not the action(s), regulations(s), order(s) or request(s) prove(s) to be invalid), equipment failure, threatened terrorist acts, terrorist acts, air raid, blackout, act of public enemy, earthquake, tornado, tsunami, war (declared or undeclared), fire, flood, epidemic, explosion, unusually severe weather, hurricane, embargo, labor dispute or strike (whether legal or illegal), labor or material shortage, transportation interruption of any kind, work slowdown, civil disturbance, insurrection, riot, or any other similar or dissimilar cause beyond any of the released parties' control.

- E. Sedera reserves the right to cancel or suspend the Program should Sedera determine, in its sole discretion, that the administration, security or fairness of the Program has been compromised in any way.

F. Disclaimer of Warranties

REFERRERS EXPRESSLY UNDERSTAND AND AGREE THAT: (A) YOUR USE OF THE PROGRAM IS AT YOUR SOLE RISK; THE PROGRAM IS PROVIDED ON AN "AS IS" AND "AS AVAILABLE" BASIS AND SEDERA EXPRESSLY DISCLAIMS ALL WARRANTIES, CONDITIONS AND TERMS (COLLECTIVELY, "PROMISES") OF ANY KIND, WHETHER EXPRESS OR IMPLIED BY STATUTE, COMMON LAW OR CUSTOM, INCLUDING, BUT NOT LIMITED TO, WARRANTIES AS TO PRODUCTS OR SERVICES OFFERED THROUGH THE USE OF THE PROGRAM, IMPLIED WARRANTIES OF MERCHANTABILITY, SATISFACTORY QUALITY, FITNESS FOR A PARTICULAR PURPOSE, AND NONINFRINGEMENT; (B) SEDERA MAKES AND GIVES NO WARRANTY THAT (i) THE PROGRAM WILL MEET YOUR REQUIREMENTS OR BE UNINTERRUPTED, TIMELY, SECURE, OR ERROR FREE, (ii) THE RESULTS OBTAINED FROM THE USE OF THE PROGRAM WILL BE ACCURATE OR RELIABLE, (iii) THE QUALITY OF ANY PRODUCTS, SERVICES, INFORMATION, OR OTHER MATERIAL OBTAINED BY YOU THROUGH THE PROGRAM WILL MEET YOUR EXPECTATIONS, AND (iv) ANY ERRORS IN THE SERVICE WILL BE CORRECTED; AND (C) ANY MATERIAL DOWNLOADED OR OTHERWISE OBTAINED THROUGH THE USE OF THE PROGRAM IS ACCESSED AT YOUR OWN DISCRETION AND RISK, AND YOU WILL BE SOLELY RESPONSIBLE FOR ANY DAMAGE TO YOUR COMPUTER SYSTEM OR MOBILE DEVICE OR LOSS OF DATA THAT RESULTS FROM THE DOWNLOAD OR USE OF ANY SUCH MATERIAL.

G. Limitation of Liability and Indemnification

1. REFERRERS EXPRESSLY UNDERSTAND AND AGREE THAT SEDERA (INCLUDING ANY VENDORS AND SERVICE PROVIDERS ASSOCIATED WITH OR ASSISTING IN PROVIDING THE PROGRAM) SHALL NOT BE LIABLE TO YOU FOR ANY DIRECT, INDIRECT, INCIDENTAL, SPECIAL, CONSEQUENTIAL, OR EXEMPLARY DAMAGES, INCLUDING, BUT NOT LIMITED TO, DAMAGES FOR LOSS OF PROFITS, GOODWILL, USE, DATA OR OTHER INTANGIBLE LOSSES (EVEN IF SEDERA WAS ADVISED OF THE POSSIBILITY OF SUCH DAMAGES), RESULTING FROM: (i) THE USE OR THE INABILITY TO USE THE PROGRAM; (ii) THE COST OF PROCUREMENT OF SUBSTITUTE GOODS AND SERVICES RESULTING FROM ANY GOODS, DATA, INFORMATION OR SERVICES OBTAINED OR MESSAGES RECEIVED OR TRANSACTIONS ENTERED INTO THROUGH, FROM, OR AS A RESULT OF THE PROGRAM; (iii) UNAUTHORIZED ACCESS TO OR ALTERATION OF YOUR TRANSMISSIONS OR DATA; (iv) STATEMENTS OR CONDUCT OF ANY THIRD PARTY ON OR THROUGH THE PROGRAM; OR (v) ANY OTHER MATTER RELATING TO THE PROGRAM. SOME JURISDICTIONS DO NOT ALLOW THE EXCLUSION OF CERTAIN WARRANTIES OR THE LIMITATION OR EXCLUSION OF LIABILITY FOR INCIDENTAL OR CONSEQUENTIAL DAMAGES. ACCORDINGLY, SOME OF THE ABOVE LIMITATIONS IN THIS PARAGRAPH MAY NOT APPLY TO YOU.
2. TO THE FULLEST EXTENT POSSIBLE BY LAW, SEDERA'S (INCLUDING ANY VENDORS AND SERVICE PROVIDERS) MAXIMUM LIABILITY ARISING OUT OF OR IN CONNECTION WITH

THE PROGRAM, REGARDLESS OF THE CAUSE OF ACTION (WHETHER IN CONTRACT, TORT, BREACH OF WARRANTY, OR OTHERWISE), SHALL NOT EXCEED \$100 USD.

3. ELIGIBLE REFERRERS SHOULD USE THE PROGRAM AT THEIR OWN RISK.

H. APPLICABLE LAW; ARBITRATION; CLASS WAIVER; AND WAIVER OF JURY TRIAL

1. Any and all disputes, claims and causes of action arising out of or related to the Program or any Reward or other prize awarded pursuant to the Program or to this agreement shall be resolved under Texas law (without reference to its conflicts of laws principles).
2. Eligible Referrers and Sedera agree to submit to the personal and exclusive arbitration of any disputes relating to the use of Sedera's online platform or the Program under the rules of the American Arbitration Association. Any such arbitration, to the extent necessary, shall be conducted within Travis County in the state of Texas. Eligible Referrers covenant not to sue or otherwise bring a claim against Sedera in any other forum.
3. Referrers hereby knowingly, voluntarily, and intelligently acknowledge and understand that, with respect to any dispute with the Released Parties arising out of or relating to Referrers' use of the Program or this agreement:
 - a. ELIGIBLE REFERRERS WAIVE ANY RIGHTS TO A TRIAL BY JURY IN STATE OR FEDERAL COURT;
 - b. REFERRERS ARE GIVING UP THEIR RIGHT TO SERVE AS A REPRESENTATIVE, AS A PRIVATE ATTORNEY GENERAL, OR IN ANY OTHER REPRESENTATIVE CAPACITY, OR TO PARTICIPATE AS A MEMBER OF A CLASS OF CLAIMANTS, IN ANY LAWSUIT INVOLVING ANY SUCH DISPUTE.

GENERAL TERMS

These terms constitute the entire agreement between Referrer(s) and Sedera concerning Referrers' use of the Program. The failure of Sedera to exercise or enforce any right or provision of these Terms shall not constitute a waiver of such right or provision. If any provision of these Terms is found by a court of competent jurisdiction to be invalid, Sedera and Referrer(s) nevertheless agree that the court should endeavor to give effect to the intentions reflected in the provision, and that the other provisions of these Terms shall remain in full force and effect. The section titles in these Terms are for convenience only and have no legal or contractual effect. A person who is not a party to these terms shall have no right to enforce or receive the benefit of any of these terms.

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