

GoodWrx LLC Terms of Use Agreement for the GoodWrx App

THE MANDATORY ARBITRATION PROVISION, WAIVER OF JURY TRIAL, AND CLASS ACTION WAIVER IN SECTION 9 BELOW GOVERN THE RESOLUTION OF DISPUTES. PLEASE READ THEM CAREFULLY. IF YOU DO NOT AGREE WITH THE MANDATORY ARBITRATION PROVISION, WAIVER OF JURY TRIAL, AND CLASS ACTION WAIVER IN THE TERMS OF USE, PLEASE DO NOT USE THE SERVICES.

Last updated: February 21, 2022

Effective date: February 21, 2022

LIST OF TOPICS COVERED

1. Introduction
2. Connectivity; Communications; Privacy
3. Copyright; Trademarks
4. User Content
5. Links; Third Party Websites
6. Customer and Third-Party Employer FeedBack
7. Disclaimer; Limitation of Liability
8. Services Usage; Termination of Usage
9. Applicable Law; Jurisdiction; ARBITRATION; WAIVER OF JURY TRIAL; CLASS ACTION WAIVER; Dispute Resolution
10. Severability; Interpretation
11. Other Prohibited Uses
12. Miscellaneous
13. Contact Information
14. Changes/Updates
15. Notice to California Residents
16. Designated Agent Notice of Any Claimed Copyright Infringement (Digital Millennium Copyright Act Designated Agent Information)
17. Communications

1) Introduction

This Terms of Use Agreement (“Agreement” or “Terms”) form an agreement between you (“you”, “You”, “your”, “Your” or “user”) and GoodWrx LLC, a Nevada limited liability company (“the Company”, “we”, or “us”). You may be using this GoodWrx app as an employee of GoodWrx, or as an employee of a third-party employer.

If you are an employee of GoodWrx, then in the case of a conflict between this Agreement, and your employment related contracts with GoodWrx (the “Employment Related Documents”), the Employment Related Documents shall control.

This Agreement governs your access and use of the GoodWrx app and any other app or similar service or present or future related service we offer which is related to the GoodWrx app including payroll processing, job matching, connecting you to GoodWrx customers to fulfill service requests, and connecting you to third-party employers for potential job opportunities (collectively, the “Services”). By using the Services, you agree to be bound by the terms and conditions contained in this Agreement. If you do not agree to the terms and conditions contained in this Agreement, then you may not access or otherwise use the Services.

In addition, when using particular services, or features within the Services, you shall be subject to any posted guidelines or policies applicable to such services, features or purchases that may be posted from time to time. All such guidelines or policies are hereby incorporated by reference into this Agreement.

By using the Services, you certify that you are at least 18 years of age, a resident of the United States, and legally able to work in the United States. We reserve the right to verify age at any time. We further reserve the right to terminate the Services in whole or in part, or to terminate or deny access to the Services by any individual, at any time in our discretion with or without cause.

NOTICE REGARDING DISPUTE RESOLUTION, ARBITRATION, WAIVER OF JURY TRIAL, AND CLASS ACTION WAIVER: This Agreement contains provisions that govern how claims you and we have against each other are resolved (see Section 9 below), including an obligation to arbitrate disputes, which will require you to submit claims you have against us to binding arbitration.

2) Connectivity; Communications; Privacy

You must have an internet-enabled cell phone or device using the iOS or Android operating system. Normal carrier charges and taxes may apply to any content you obtain from the Services. The Company is not responsible for any surcharges you incur from your cell phone or internet service provider as a result of the use of the Services.

You expressly agree that, as part of the Services, you may receive communications by push notification, and/or email, including promotional communications from time to time. You may stop receiving promotional alerts via email by clicking the unsubscribe links contained in such emails or by emailing your request to opt out, along with your cell phone number to support@goodwrx.com or by disabling push notifications on your mobile device. You may not opt out of emails related to the Services.

Use of the Services is subject to the terms of our Privacy Policy. Please carefully review our Privacy Policy. By using the Services, you acknowledge that you have read, and you agree to be bound by, the terms of our Privacy Policy. We reserve the right, and you authorize us, to use information regarding your use of the Services, account registration, and any other personal information provided by you in accordance with our Privacy Policy. You further acknowledge and agree that any disputes related to the Privacy Policy, including any breaches in security or privacy, will be subject to the limitations on liability and dispute resolution provisions contained in this Agreement.

3) Copyright; Trademarks

You acknowledge that all materials on the Services, including the Services' design, graphics, text, sounds, pictures, software and other files and the selection and arrangement thereof (collectively, "Materials"), are the property of the Company or its licensors, and are subject to and protected by United States and international copyright and other intellectual property laws and rights. You will not obtain any ownership interest in the Materials or the Services through this Agreement or otherwise. All rights to Materials not expressly granted in this Agreement are reserved to their respective copyright owners. Except as expressly authorized by this Agreement or on the Services, you may not copy, reproduce, distribute, republish, download, perform, display, post, transmit, exploit, create derivative works or otherwise use any of the Materials in any form or by any means, without the prior written authorization of the Company or the respective copyright owner. The Company authorizes you to view and download the Materials only for personal use, provided that you keep intact all copyright and other proprietary notices contained in the original Materials. You may not modify or adapt the Materials in any way or otherwise use them for any public or commercial purposes. The trademarks, service marks, trade names, trade dress, and logos (collectively, "Marks") contained or described on the Services are the sole property of the Company and/or its licensors and may not be copied, imitated, or otherwise used, in whole or in part, without the prior written authorization of the Company and/or licensors. In addition, all page headers, custom graphics, button icons and scripts are Marks of the Company and may not be copied, imitated, or otherwise used, in whole or in part, without the prior written authorization of the Company.

4) User Content

As between you and the Company, you own the content and information that you submit or post to the Services (for example, work history, profile image), and you are only granting the Company, the Company's affiliates, the Company's customers, and the Company's third-party employers the following non-exclusive license:

- (a) A worldwide, transferable, and sublicensable right to use, copy, modify, distribute, publish, create derivative works of, distribute, publicly display, publicly perform, sell, lease, transmit, communicate to the public, disassemble, publish and otherwise exploit in any manner and process, information and content that you provide through our Services and the services of others, without any further consent, notice and/or compensation to you or others. These rights are limited in the following ways:
- (i) You can end this license for specific content by deleting such content from the Services, or generally by closing your account, except (a) to the extent you or the Company shared it with others as part of the Services and others copied, re-shared it or stored it and (b) for the reasonable time it takes to remove from backup and other systems.
 - (ii) We will not include your content in advertisements for the products and services of third parties to others without your separate consent (including sponsored content). However, we have the right, without payment to you or others, to serve ads near your content and information, and your social actions may be visible and included with ads, as noted in the Privacy Policy. If you use a Services feature, we may mention that with your name or photo to promote that feature within our Services, subject to your settings.

You acknowledge and agree that the Company, the Company's customers, and the Company's third-party employers, and the Company's designees may or may not (but do not assume any obligation to), at the Company's discretion, pre-screen user content before its appearance on the Services. You further acknowledge and agree that the Company reserves the right (but does not assume the obligation) in its sole discretion to reject, move, edit, or remove any user content that is contributed to the Services. Additionally, the Company has the right to remove any user content that violates these Terms or is otherwise objectionable in the Company's sole discretion. You acknowledge and agree that the Company does not verify, adopt, ratify, or sanction user content, and You agree that you must evaluate and bear all risks associated with your use of user content or your reliance on the accuracy, completeness, or usefulness of user content

5) Links; Third Party Websites

Links on the Services to third party websites and applications may be provided as a convenience to you. If you use these links, you will leave the Services. Your dealings with third parties through links to such third-party websites or applications are solely between you and such third parties. You agree that the Company and its Affiliated

Parties (as defined in Section 7 below) will not be responsible or liable for any content, goods or services provided on or through these outside websites or applications or for your use or inability to use such websites or applications. You use these links at your own risk. You are advised that other websites on the Internet and mobile applications, including third party websites and applications linked from the Services, might contain material or information that some people may find offensive or inappropriate; or that is inaccurate, untrue, misleading, or deceptive; or that is defamatory, libelous, infringing of others' rights or otherwise unlawful. The Company expressly disclaims any responsibility for the content, legality, decency, or accuracy of any information, and for any products and services, that appear on any third-party website or application.

Without limiting the foregoing, your correspondence or business dealings with, participation in promotions of or purchases from, advertisers or third-party applications found on, or through the use of the Services, including payment for and delivery of related goods or services, and any other terms, conditions, warranties or representations associated with such dealings, are solely between you and such advertiser or third-party application provider. You agree that the Company and its parents, subsidiaries and affiliates and their respective officers, directors, employees, and agents, shall not be responsible or liable for any loss or damage of any sort incurred as the result of any such dealings or as the result of the presence of such advertisers or third-party application providers on the Services.

6) Customer and Third-Party Employer Feedback

Once you have completed a job assignment with a third-party employer or a Company customer, that third-party employer or Company customer may leave feedback that's visible to you and other third-party employers that use the GoodWrx app. If You do not agree with the feedback, You can let us know at support@goodwrx.com, and we will review and potentially remove it.

7) Disclaimer; Limitation of Liability

YOU EXPRESSLY UNDERSTAND AND AGREE THAT:

YOUR USE OF THE SERVICES IS AT YOUR SOLE RISK. THE SERVICES AND THE MATERIALS CONTAINED HEREIN ARE PROVIDED ON AN "AS IS" AND "AS AVAILABLE" BASIS. EXCEPT AS OTHERWISE EXPRESSLY PROVIDED IN THIS AGREEMENT, THE COMPANY, AND THEIR RESPECTIVE OWNERS, OFFICERS, DIRECTORS, MEMBERS, MANAGERS, EMPLOYEES AND OTHER REPRESENTATIVES AND THE COMPANY'S VENDORS AND BUSINESS PARTNERS (COLLECTIVELY, "THE COMPANY AND ITS AFFILIATED PARTIES").

EXPRESSLY DISCLAIM ALL WARRANTIES OF ANY KIND, WHETHER EXPRESS OR IMPLIED, INCLUDING, BUT NOT LIMITED TO THE IMPLIED WARRANTIES OF MERCHANTABILITY, FITNESS FOR A PARTICULAR PURPOSE AND NON-INFRINGEMENT.

EXCEPT AS OTHERWISE EXPRESSLY PROVIDED IN THIS AGREEMENT, THE COMPANY AND ITS AFFILIATED PARTIES MAKE NO WARRANTY THAT: (I) THE SERVICES WILL MEET YOUR REQUIREMENTS, (II) THE SERVICES WILL BE UNINTERRUPTED, TIMELY, SECURE, OR ERROR-FREE, (III) THE INFORMATION THAT MAY BE OBTAINED FROM THE USE OF THE SERVICES WILL BE ACCURATE OR RELIABLE, (IV) THE QUALITY OF ANY PRODUCTS, SERVICES, INFORMATION OR OTHER MATERIAL OBTAINED BY YOU THROUGH THE SERVICES WILL MEET YOUR EXPECTATIONS, AND (V) ANY ERRORS IN THE SERVICES WILL BE CORRECTED. ANY MATERIAL DOWNLOADED OR OTHERWISE OBTAINED THROUGH THE USE OF THE SERVICES IS DONE AT YOUR OWN DISCRETION AND RISK AND YOU WILL BE SOLELY RESPONSIBLE FOR ANY DAMAGE TO YOUR COMPUTER SYSTEM, YOUR MOBILE DEVICE OR LOSS OF DATA THAT RESULTS FROM THE DOWNLOAD OF ANY SUCH MATERIAL. NO ADVICE OR INFORMATION, WHETHER ORAL OR WRITTEN, OBTAINED BY YOU FROM THE COMPANY AND ITS AFFILIATED PARTIES OR ON OR THROUGH THE SERVICES SHALL CREATE ANY WARRANTY NOT EXPRESSLY STATED IN THIS AGREEMENT.

TO THE FULLEST EXTENT PERMISSIBLE BY APPLICABLE LAW, THE COMPANY AND ITS AFFILIATED PARTIES DISCLAIM ALL WARRANTIES OF ANY KIND, EITHER EXPRESS OR IMPLIED. WE EXPRESSLY DISCLAIM ALL LIABILITY FOR SERVICES DEFECT OR FAILURE, SERVICES MISUSE, SERVICES OR PRODUCT ABUSE, SERVICES MODIFICATION, IMPROPER SERVICES SELECTION AND NON-COMPLIANCE WITH ANY WRITTEN DIRECTIONS.

THE COMPANY AND ITS AFFILIATED PARTIES SHALL NOT UNDER ANY CIRCUMSTANCES BE LIABLE FOR ANY DAMAGES OF ANY KIND ARISING OUT OF, IN CONNECTION WITH OR RELATING TO THE USE OF OR INABILITY TO USE THE SERVICES, INCLUDING ANY LIABILITY (I) AS A PUBLISHER OF INFORMATION; (II) AS A RESELLER OF ANY PRODUCTS OR SERVICES; (III) FOR ANY DEFECTIVE PRODUCTS OR SERVICES; (IV) FOR ANY INCORRECT OR INACCURATE INFORMATION, (V) FOR ANY UNAUTHORIZED ACCESS TO OR DISCLOSURE OF YOUR TRANSMISSIONS OR DATA, (VI) FOR STATEMENTS OR CONDUCT OF ANY THIRD PARTY ON THE SERVICES, OR (VII) FOR ANY OTHER MATTER RELATING TO THE SERVICES OR ANY THIRD PARTY WEBSITE OR

APPLICATION. THIS IS A COMPREHENSIVE LIMITATION OF LIABILITY THAT APPLIES TO ALL DAMAGES OF ANY KIND, INCLUDING ANY DIRECT, INDIRECT, SPECIAL, INCIDENTAL OR CONSEQUENTIAL DAMAGES (INCLUDING DAMAGES FOR LOSS OF BUSINESS, LOSS OF PROFITS, LOSS OF GOOD WILL, LOSS OF USE, LOSS OF DATA, COST OF PROCURING SUBSTITUTE GOODS, SERVICES OR INFORMATION, LITIGATION OR THE LIKE), WHETHER BASED ON BREACH OF CONTRACT, BREACH OF WARRANTY, TORT (INCLUDING NEGLIGENCE), PRODUCT LIABILITY OR OTHERWISE, EVEN IF AN INDIVIDUAL ADVISES OF THE POSSIBILITY OF SUCH DAMAGES. THE LIMITATIONS OF LIABILITY SET FORTH HEREIN ARE FUNDAMENTAL ELEMENTS OF THE BASIS OF THE BARGAIN BETWEEN THE COMPANY AND YOU. THE PRODUCTS, THE INFORMATION AND SERVICES OFFERED ON AND THROUGH THE SERVICES WOULD NOT BE PROVIDED WITHOUT SUCH LIMITATIONS.

EXCEPT FOR ANY WAGES OR BENEFITS THAT ARE LEGALLY OWED AS A RESULT OF EMPLOYMENT, THE SOLE AND ENTIRE MAXIMUM LIABILITY OF THE COMPANY AND AFFILIATED PARTIES FOR ANY REASON, AND YOUR SOLE AND EXCLUSIVE REMEDY FOR ANY CAUSE OR CLAIM WHATSOEVER, SHALL BE LIMITED TO ONE HUNDRED US DOLLARS.

SOME JURISDICTIONS DO NOT ALLOW THE DISCLAIMER OF CERTAIN WARRANTIES OR THE LIMITATION OR EXCLUSION OF LIABILITY FOR CERTAIN TYPES OF DAMAGES. ACCORDINGLY, SOME OF THE ABOVE DISCLAIMERS AND LIMITATIONS MAY NOT APPLY TO YOU. IN SUCH JURISDICTIONS, THE EXCLUSIONS AND LIABILITY ARE LIMITED TO THE FULLEST EXTENT PERMITTED BY LAW. For New Jersey residents, the limitations set forth above are inapplicable to the extent attorneys' fees, court costs, or other damages are mandated by statute.

8) Services Usage; Termination of Usage

You are required to establish an account and/or to register on the Services in order to take advantage of certain features of the Services. This account is limited to your personal use and may not be transferred or assigned to any other person. If you provide information on the Services, you agree to (a) provide true, accurate, current, and complete information about yourself as prompted by the Services, and (b) as permitted, maintain and promptly update such information to keep it true, accurate, current and complete. If you provide any information that is false, inaccurate, outdated, or incomplete, or the Company has reasonable grounds to suspect that such information is false, inaccurate, outdated or incomplete, the Company has the right to suspend or terminate your account and prohibit any and all current or future use of the Services (or

any portion thereof) by you. **YOU MAY NOT USE THE SERVICES OUTSIDE OF THE UNITED STATES.**

You are responsible for maintaining the confidentiality of the password(s) and account(s) you may create and are fully responsible for all activities that occur under your password(s) and account(s). The Company reserves the right to refuse registration of, or cancel, a username in its sole discretion. You agree to (a) immediately notify the Company of any unauthorized use of your password or account or any other breach of security, and (b) ensure that you exit from your account at the end of each session. You agree to be responsible for all actions resulting from the use of your account on the Services, including actions resulting from unauthorized use of your account prior to your taking steps to prevent such occurrence by changing your password and notifying the Company. The Company and its Affiliated Parties cannot and will not be liable for any loss or damage arising from your failure to comply with this section.

You agree to use the Services only for lawful purposes, and that you are responsible for your use of and communications on the Services. You agree not to post on or transmit through the Service any unlawful, infringing, threatening, harassing, defamatory, vulgar, obscene, profane, indecent, offensive, hateful, or otherwise objectionable material of any kind, including any material that encourages criminal conduct or conduct that would give rise to civil liability, infringes others' intellectual property rights, or otherwise violates any applicable local, state, national or international law. You agree not to use the Services in any manner that interferes with its normal operation or with any other user's use and enjoyment of the Services.

You further agree that you will not access the Services by any means except through the interface provided by the Company for access to the Services. Creating or maintaining any link from another website or application to any page or functionality on the Services without the prior written authorization of the Company is prohibited. Running or displaying the Services or any information or material displayed on the Services in frames or through similar means on another website or application without the prior written authorization of the Company is prohibited. Any permitted links to the Services must comply with all applicable laws, rules, and regulations.

The Company makes no representation that Materials contained on the Services or products described or offered on the Services are appropriate or available for use in jurisdictions outside the United States, or that this Agreement complies with the laws of any other country. Visitors who use the Services and reside outside the United States do so on their own initiative and are responsible for compliance with all laws, if and to

the extent local laws are applicable. You agree that you will not access the Services from any territory where its contents are illegal, and that you, and not the Company and its Affiliated Parties, are responsible for compliance with applicable local laws.

This Agreement is effective unless and until terminated by either you or the Company. You may terminate this Agreement at any time, provided that you discontinue any further use of the Services. Closing your account for the Services by you or the Company terminates this Agreement. The Company also may terminate or suspend this Agreement, at any time, without notice and accordingly deny you access to the Services, for any reason, including without limitation, if in the Company's sole discretion you fail to comply with any term or provision of this Agreement or your use is harmful to the interests of another user, any third-party employers, the Company's customers, or the Company and its Affiliated Parties. Upon any termination of the Agreement by either you or us, you must promptly uninstall any mobile applications you obtained through the Services and destroy all materials downloaded or otherwise obtained from the Services, as well as all copies of such materials, whether made under the Agreement or otherwise. Additionally, upon termination, all achievements that a user has acquired may, in Company's sole discretion, be terminated and forfeited.

The Company reserves the right at any time and from time to time to modify or discontinue, temporarily or permanently, the Services (or any part thereof) with or without notice. Except as otherwise expressly stated in this Agreement, you agree that the Company and its Affiliated Parties shall not be liable to you or to any third party for any modification, suspension, or discontinuation of the Services.

You agree that the Company may terminate or suspend your access to all or part of the Services, without notice, for any conduct that the Company, in its sole discretion, believes is in violation of this Agreement or any applicable law or is harmful to the interests of another user, the third-party employers, the Company's customers, or the Company and its Affiliated Parties.

In the event any account is inactive for a period of 90 days , the Company reserves the right terminate such account.

Sections 4, 6, 7, 8, 9 shall survive any termination of this Agreement for a period of six years.

9) Applicable Law; Jurisdiction; ARBITRATION; WAIVER OF JURY TRIAL; Class Action Waiver; Dispute Resolution

(A) U.S. Site. The Services are controlled and operated by the Company from within the United States of America, and are intended for use only by residents of the United States in the United States. The Company makes no representations or warranties that the content or materials of the Services are appropriate or lawful in any foreign countries, or that any items or applications offered for sale or download through links on the Services will be available outside the United States. Those who choose to access the Services from other locations do so on their own initiative and are responsible for compliance with local laws, if and to the extent local laws are applicable. You may not use or export or re-export any content downloaded from the Services or any copy or adaptation of such content, in violation of any applicable laws or regulations, including without limitation United States export laws and regulations.

(B) Governing law. Except for any issues or provisions of this Agreement related to arbitration which shall be governed by the Federal Arbitration Act, this Agreement shall be governed by, and construed and enforced in accordance with the laws of the State of Nevada, as it is applied to agreements entered into and to be performed entirely within such state, without regard to conflict of law principles.

(C) Initial Dispute Resolution

We are available by email at support@goodwrx.com to discuss any concerns you may have regarding your use of the Services. Most concerns may be quickly resolved in this manner. The parties shall use their best efforts to settle any dispute, claim, question, or disagreement directly through consultation and good faith negotiations which shall be a precondition to either party initiating arbitration.

(D) BINDING ARBITRATION AGREEMENT AND WAIVER OF JURY TRIAL

IF THE PARTIES DO NOT REACH AN AGREED UPON SOLUTION WITHIN A PERIOD OF THIRTY (30) DAYS FROM THE TIME INFORMAL DISPUTE RESOLUTION IS PURSUED PURSUANT TO THE PARAGRAPH ABOVE, THEN EITHER PARTY MAY INITIATE BINDING ARBITRATION. ALL CLAIMS ARISING OUT OF OR RELATING TO THIS AGREEMENT (INCLUDING ITS FORMATION, PERFORMANCE AND BREACH), THE PARTIES' RELATIONSHIP WITH EACH OTHER AND/OR YOUR USE OF THE SERVICES SHALL BE FINALLY SETTLED BY

BINDING ARBITRATION ADMINISTERED BY JAMS IN ACCORDANCE WITH THE PROVISIONS OF ITS STREAMLINED ARBITRATION RULES. THIS ARBITRATION SHALL BE IN THE ENGLISH LANGUAGE. THE ARBITRATOR, AND NOT ANY FEDERAL, STATE OR LOCAL COURT OR AGENCY, SHALL HAVE EXCLUSIVE AUTHORITY TO RESOLVE ALL DISPUTES ARISING OUT OF OR RELATING TO THE INTERPRETATION, APPLICABILITY, ENFORCEABILITY OR FORMATION OF THESE TERMS, INCLUDING, BUT NOT LIMITED TO ANY CLAIM THAT ALL OR ANY PART OF THESE TERMS IS VOID OR VOIDABLE. THE ARBITRATOR SHALL BE EMPOWERED TO GRANT WHATEVER RELIEF WOULD BE AVAILABLE IN A COURT UNDER LAW OR IN EQUITY. THE ARBITRATOR'S AWARD SHALL BE BINDING ON THE PARTIES AND MAY BE ENTERED AS A JUDGMENT IN ANY COURT OF COMPETENT JURISDICTION. THE PROCEDURES AND RULES OF THE FEDERAL ARBITRATION ACT SHALL EXCLUSIVELY GOVERN THE INTERPRETATION AND ENFORCEMENT OF THIS ARBITRATION PROVISION.

THE JAMS RULES GOVERNING THE ARBITRATION MAY BE ACCESSED AT

<https://www.jamsadr.com/rules-streamlined-arbitration/>

OR BY CALLING JAMS AT 800.352.5267

THE PARTIES UNDERSTAND THAT, ABSENT THIS MANDATORY PROVISION, THEY WOULD HAVE THE RIGHT TO SUE IN COURT. THE PARTIES FURTHER UNDERSTAND THAT THIS MANDATORY PROVISION **WAIVES ANY RIGHTS TO A JURY TRIAL**. THEY FURTHER UNDERSTAND THAT, IN SOME INSTANCES, THE COSTS OF ARBITRATION COULD EXCEED THE COSTS OF LITIGATION AND THE RIGHT TO DISCOVERY MAY BE MORE LIMITED IN ARBITRATION THAN IN COURT.

(E) CLASS ACTION WAIVER

The parties further agree that any arbitration shall be conducted in their individual capacities only and not as a class action or other representative action, and the parties expressly waive their right to file a class action or seek relief on a class basis. **This means that you may only resolve disputes with us on an individual basis, and you may not bring a claim as: (1) a plaintiff or a class member in a class, consolidated, or representative action; or (2) in a private attorney general capacity.**

(F) EXCLUSIVE VENUE FOR LITIGATION

The parties agree that the arbitration between them shall be conducted in Clark County, Nevada exclusively. The parties expressly hereby consent to exclusive jurisdiction in Clark County, Nevada and hereby also consent to personal jurisdiction in said location for any arbitration and waive, for all purposes, their right to challenge the lack of personal jurisdiction arising in connection with, out of, or as a result of (a) this Agreement or the Services, and (b) any acts or omissions of the Company in connection with this Agreement or the Services. Notwithstanding anything to the contrary in the foregoing, a court proceeding to enforce an arbitration award may occur in any court having jurisdiction over the party against whom the arbitration award is enforced.

(J) One Year Time Limit. You agree to commence any arbitration proceeding (or court action if applicable) with respect to this Agreement within one year after the claim arises. You agree that a proceeding commenced after this date is barred.

10) Severability; Interpretation

If any provision of this Agreement shall be deemed unlawful, void or for any reason unenforceable by a court of competent jurisdiction, the validity and enforceability of any remaining provisions shall not be affected. When used in this Agreement, the term "including" shall be deemed to be followed by the words "without limitation." The word "or" is not exclusive (i.e. has the same meaning as and/or).

11) Other Prohibited Uses

Here is a list of other prohibited uses of the Services by you:

- (a) Providing any user content that violates any laws, infringes the rights (including the intellectual property rights) of others, is defamatory or otherwise creates liability for us.
- (b) Copying our Services.
- (c) Posting links to any third-party websites through our Services.
- (d) Scraping, scanning or otherwise using our Services or any information or the meta-data associated therewith to collect or compile data about other users (including the Company's customers and third-party employers).
- (e) Reselling any information obtained from us or while using our Services.
- (f) Attempting to compromise the integrity or security of the Services in any way.
- (g) Decompiling, reverse engineering or disassembling the Services in any way.
- (h) Reproducing, modifying, preparing derivative works based upon, distributing, licensing, leasing, selling, reselling, transferring, publicly displaying, publicly performing, transmitting, streaming, broadcasting or otherwise exploiting the Services in any way except as expressly permitted by the Company.
- (i) Accessing the Services using any automated processes (such as robots, spiders, etc.) for any reason.
- (j) Harassing, defaming or discriminating against anyone or any entity for any reason.

12) Miscellaneous

The failure of the Company and its Affiliated Parties to insist upon strict adherence to any term of this Agreement shall not constitute a waiver of such term or limit that party's right thereafter to insist upon strict adherence to that term or any other term of this Agreement.

You agree that regardless of any statute or law to the contrary, any claim or cause of action arising from or relating to use of the Services or this Agreement must be filed within one (1) year after such claim or cause of action arose, or will be forever barred. The "Disclaimer; Limitation of Liability" provisions of this Agreement are for the benefit of the Company and its Affiliated Parties as defined herein, and each of these individuals or entities shall have the right to assert and enforce these provisions directly against you on its own behalf.

13) Contact Information

If you have any comments, questions or complaints regarding this Agreement or the Services, or wish to report any violation of this Agreement, please contact us at support@goodworx.com or GoodWrx LLC, 8400 W Sunset Road, # 400, Las Vegas, NV 89113 (702)325-1767. We will address any issue to the best of our abilities as soon as possible.

14) Changes/Updates

We will notify you of changes to these Terms by posting the amended terms within the app at least thirty (30) days before the effective date of the changes. If you have provided us with your email address, we will also notify you of material changes to these Terms by sending an email at least thirty (30) days before the effective date of the changes to the email address you most recently provided to us. We encourage you to keep the email address you provide to us current, and to promptly notify us of any changes to your email address, so that you may receive any notices we send to you regarding material changes to these Terms. If you do not agree to the new Terms, you should stop using the app or our related digital services.

15) Notice to California Residents

Under California Civil Code Section 1789.3, California residents are entitled to the following specific consumer rights information: The address and telephone number of the provider of the Services is GoodWrx LLC, Attn: Legal Department, 8400 W Sunset Road, # 400, Las Vegas, NV 89113 (702)325-1767. To file a complaint regarding our app or services, or to receive further information regarding use of them, send a letter to the above address or contact us via e-mail at support@goodwrx.com (with "California Resident Request" as the Subject Line). You may also contact the Complaint Assistance Unit of the Division of Consumer Services of the Department of Consumer Affairs in writing at 400 R Street, Suite 1080, Sacramento, California 95814, or by telephone at 916.445.1254 or 800.952.5210.

16) Designated Agent Notice of Any Claimed Copyright Infringement (Digital Millennium Copyright Act Designated Agent Information)

In accordance with the Digital Millennium Copyright Act (the “DMCA”) and other applicable law, it is the policy of the Company, in appropriate circumstances, to terminate the registration account of a user who is deemed to infringe third-party intellectual property rights or to remove user content that is deemed to be infringing intellectual property rights.

Here is the designated agent information for DMCA takedown notices or notices of claimed infringement: support@goodwrx.com or GoodWrx LLC, Attn: Legal Department, 8400 W Sunset Road, # 400, Las Vegas, NV 89113 (702) 325-1767.

17) Communications

By using the Services, you agree and consent to be contacted by, and to receive and accept communications from the Company and authorized customers, third-party employers, representatives, or affiliates via different communication methods, including but not limited to email(s), SMS/text message(s), push notification(s), and/or phone call(s) to contact information, including telephone number(s), You provide to the Company. By consenting to being contacted, You understand and agree that You may receive communications—including artificial or pre-recorded messages and/or automated systems, such as automatic telephone dialing systems—sent by or on behalf of the Company on various subjects, including but not limited to: (1) operational or transactional communications, such as those concerning Your Account, sign up progress to use the Services or to obtain employment through the Services; (2) communications relating to the Services, including incentive offers; (3) promotions, advertising, and/or marketing; (4) news concerning the Company and industry developments that affect Your relationship with the Company; and (5) account verification communications. Message and data rates may apply. By consenting to be contacted, You represent that the telephone number(s) that You have provided to the Company are Your contact numbers, that You are permitted to receive calls at such telephone number(s), and that You will promptly alert the Company whenever You stop using or change a particular telephone number.

YOU CAN UNSUBSCRIBE FROM GOODWRX’S MARKETING EMAIL LIST BY FOLLOWING THE UNSUBSCRIBE OPTIONS IN THE MARKETING EMAIL ITSELF OR EMAIL SUPPORT@GOODWRX.COM. PLEASE BE ADVISED THAT IF YOU OPT OUT OF MARKETING EMAILS, GOODWRX MAY STILL SEND YOU EMAILS ABOUT YOUR ACCOUNT OR ANY TRANSACTIONS BETWEEN THE PARTIES. FURTHER, IF YOU WISH TO OPT OUT OF MARKETING TEXT OR SMS MESSAGES, IN RESPONSE TO SUCH A MESSAGE YOU MAY REPLY “STOP” FROM THE MOBILE DEVICE RECEIVING THE MESSAGE. YOU ACKNOWLEDGE THAT YOU ARE NOT REQUIRED TO CONSENT TO RECEIVE MARKETING TEXTS OR CALLS AS A CONDITION OF USING GOODWRX.

The Services also permit You to identify References and provide telephone numbers and other contact information for References. You agree that, if You provide us with such information, You have (i) obtained the Reference's permission to share his, her, or its contact information with us and any Company customer or third-party employer from which You are seeking a temporary job (including a gig) or permanent job; and (ii) the Reference's consent for us, our partners and affiliates, and any Company customer or third-party employer from which You are seeking a temporary job (including a gig) or permanent job to communicate with the Reference by any means, including phone call or text message, about a reference for You at the phone number or other contact source You provide for the Reference.