

# WEBSITE TERMS AND CONDITIONS OF USE

Last Updated: 6/25/19

These terms and conditions of use (collectively, the “Terms”) constitute a legal agreement between you and Quip NYC, Inc., (“Quip,” “Company,” “us”, “our” or “we”). By accessing or using the Company’s website [www.quipcare.com](http://www.quipcare.com) (the “Site”), you hereby expressly acknowledge and agree to be bound by these Terms, which include and incorporate by reference our Privacy Policy available at [quipcare.com/privacy](http://quipcare.com/privacy), and any future amendments and additions to these Terms as published from time to time on the Site.

We reserve the right to modify these Terms at any time, effective upon posting of an updated version of these Terms on the Site. You are responsible for regularly reviewing these Terms. Continued use of the Site after any such changes shall constitute your consent to such changes.

**IMPORTANT: PLEASE READ:** WE ARE NOT A MEDICAL OR OTHER HEALTH CARE PROVIDER. WE PROVIDE DISCOUNT DENTAL PLANS TO SUPPORT THE PROVISION OF DENTAL SERVICES TO YOU FROM YOUR DENTAL PROVIDER, AND AS SUCH, WE SHALL HAVE NO RESPONSIBILITY OR LIABILITY FOR ANY PROVISION OR LACK OF PROVISION OF ANY DENTAL SERVICES.

## The Site

Visitors. Only those who have purchased a Quip discount dental plan (those with an “Account”) can access and use all of the features and benefits of the Site. If you provide information that is untrue, inaccurate, not current or incomplete, you may not receive the full benefit of the Site or any benefit, for that matter. If we have reasonable grounds to suspect that you have, or will violate these Terms, as determined in our sole discretion, we have the right to suspend or terminate your Account and refuse any and all current or future use of the Site (or any portion thereof).

## How To Use the Site

Use of the Site. The Site gives you the ability to purchase a discount dental plan. Any health care that you receive from a provider under a discount dental plan shall be between you and the provider and we shall have no responsibility for such health care. In addition, we shall not be responsible for any inaccuracies, misrepresentations, mis-diagnoses, treatment or other acts or omissions of a provider.

License. The Site is intended for your use in accordance with these Terms. You agree that you will not (i) copy, display or distribute any part of the Site in any medium, without our prior written consent, or (ii) use the Site in whole or part, or any benefit thereof, for any purpose inconsistent with these Terms, including, but not limited to, selling, bartering, disposing or otherwise transferring any benefit obtained through the Site. You further agree that you will not use any automated devices, such as spiders, robots or data mining techniques to catalog, download, store or otherwise reproduce, store or distribute content available on the Site, or to manipulate the Site or otherwise exceed the limited access granted to you by us. You will take no action to interfere with, interrupt, destroy or limit the functionality of the Site or any computer software or hardware or telecommunications equipment. You will not distribute or transmit any content or software or other computer files that contain a computer virus or other harmful component.

## License Grant, Restrictions and Copyright Policy

Subject to your compliance with these Terms, we grant you a limited, non-exclusive, non-transferable license: (i) to view, download and print any text, graphics, images, audio, video, information or other materials (collectively, “Content”) that we make available through the Site, including any Content licensed from a third party, solely for your own use. You have no right to sublicense the license rights granted in this section.

You will not use, copy, adapt, modify, prepare derivative works based upon, distribute, license, sell, transfer, publicly display, publicly perform, transmit, stream, broadcast or otherwise exploit the Site except as expressly permitted in these Terms. No licenses or rights are granted to you by implication or otherwise under any intellectual property rights owned or controlled by us or our licensors, except for the licenses and rights expressly granted in these Terms.

Prohibitions. By accessing, or using the Site, you shall not:

- (a) license, sublicense, sell, resell, transfer, assign, distribute or otherwise commercially exploit or make available to any third party the Site in any way;
- (b) modify or make derivative works based upon the Site;
- (c) create Internet “links” to the Site or “frame” or “mirror” the Site on any other server or wireless or Internet-based device;
- (d) reverse engineer or access the Site in order to (i) build a competitive product or service, (ii) build a product using similar ideas, features, functions or graphics of the Site, or (iii) copy any ideas, features, functions or graphics of the Site; or
- (e) launch an automated program or script, including, but not limited to, web spiders, web crawlers, web robots, web ants, web indexers, bots, viruses or worms, or any program which may make multiple server requests per second, or unduly burdens or hinders the operation and/or performance of the Site;
- (f) send spam or otherwise duplicative or unsolicited messages in violation of applicable laws;
- (g) send or store infringing, obscene, threatening, libelous, or otherwise unlawful or tortious material, including material harmful to children or violative of third party privacy rights;
- (h) send or store material containing software viruses, worms, Trojan horses or other harmful computer code, files, scripts, agents or programs;
- (i) interfere with or disrupt the integrity or performance of the Site or the data contained therein; or
- (j) attempt to gain unauthorized access to the Site or its related systems or networks.

We will have the right to investigate and prosecute violations of any of the above to the fullest extent of the law. We may involve and cooperate with law enforcement authorities in prosecuting users who violate these Terms. You acknowledge that we have no obligation to monitor your access to or use of the Site, or to review or edit any Content, but have the right to do so for the purpose of operating the Site, to ensure your compliance with these Terms, or to comply with applicable law or the order or requirement of a court, administrative agency or other governmental body. We reserve the right, at any time and without

prior notice, to remove or disable access to any Content that we, at our sole discretion, consider to be in violation of these Terms or otherwise harmful to the Site.

## **Copyright Policy**

We respect copyright law and expect our users to do the same. It is our policy to terminate in appropriate circumstances Site users or other Account holders who repeatedly infringe or are believed to be repeatedly infringing the rights of copyright holders.

## **Representations and Warranties**

By using the Site, you expressly represent and warrant that you are legally entitled to agree to these Terms. If you reside in a jurisdiction that restricts the use of the Site because of age, or restricts the ability to enter into agreements such as this one due to age, you must abide by such age limits and you must not use the Site. Without limiting the foregoing, the Site is not available to children (persons under the age of 18). By using the Site, you represent and warrant that you are at least 18 years old. By using the Site, you represent and warrant that you have the right, authority and capacity to enter into these Terms and to abide by the terms and conditions of these Terms. Your use of the Site is for your sole, personal use. You may not authorize others to use the Site under your Account and you may not assign or otherwise transfer your Account to any other person or entity. When using the Site you agree to comply with all applicable laws from your home nation, the country, state and city in which you are present while using the Site. You may only access and use the Site using authorized means.

By using the Site, you agree that:

- You will only use the Site for lawful purposes.
- You will not impair the proper operation of the Site.
- You will not try to harm us, or any other user or the Site in any way.
- You will not copy, or distribute the Site or other content without our written permission.
- You will only use the Site for your own personal use and will not resell it to a third party.
- You will keep secure and confidential your Account password or any identification we provide you which allows access to the Site.
- You will provide us with proof of identity as we may reasonably request from time to time.
- You may receive communications from us or a provider via SMS messaging and standard messaging charges will apply.

## **Intellectual Property Ownership**

As between you and us, we (and our licensors, where applicable) shall own all right, title and interest, including all related intellectual property rights, in and to the Site and any suggestions, ideas, enhancement requests, feedback, recommendations or other information provided by you or any other party relating to the Site. These Terms do not convey to you any rights of ownership in or related to the Site, or any intellectual property rights owned by us. Our name, logo, and names associated with the Site are our trademarks or those of our licensors, and no right or license is granted to use them except as otherwise specifically set forth in these Terms.

## **Indemnification**

By using the site, you agree to defend, indemnify and hold us and our licensors, and each such party's parent organizations, subsidiaries, affiliates, officers, directors, employees, attorneys and agents harmless from and against any and all claims, costs, damages, losses, liabilities and expenses (including attorneys' fees and costs) arising out of, in connection with, or related to: (a) your violation or breach of these Terms or any applicable law or regulation, whether or not referenced herein; (b) your violation of any rights of any third party, or (c) your use or misuse of the Site.

### **Disclaimer of Warranties**

WE MAKE NO REPRESENTATION, WARRANTY, OR GUARANTY AS TO THE RELIABILITY, TIMELINESS, QUALITY, SUITABILITY, AVAILABILITY, ACCURACY OR COMPLETENESS OF THE SITE OR ANY DENTAL SERVICE YOU MAY RECEIVE AS AN INDIVIDUAL FROM A PROVIDER. WE DO NOT REPRESENT OR WARRANT THAT (A) THE USE OF THE SITE WILL BE SECURE, TIMELY, UNINTERRUPTED OR ERROR-FREE OR OPERATE IN COMBINATION WITH ANY OTHER HARDWARE, SYSTEM OR DATA, (B) THE SITE OR PROVIDER WILL MEET YOUR REQUIREMENTS OR EXPECTATIONS, (C) ANY STORED DATA WILL BE ACCURATE OR RELIABLE, (D) ERRORS OR DEFECTS IN THE SITE WILL BE CORRECTED, OR (F) THE SITE OR THE SERVER(S) THAT MAKE THE SITE AVAILABLE ARE FREE OF VIRUSES OR OTHER HARMFUL COMPONENTS. THE SITE IS PROVIDED TO YOU STRICTLY ON AN "AS IS" BASIS. ALL CONDITIONS, REPRESENTATIONS AND WARRANTIES, WHETHER EXPRESS, IMPLIED, STATUTORY OR OTHERWISE, INCLUDING, WITHOUT LIMITATION, ANY IMPLIED WARRANTY OF MERCHANTABILITY, FITNESS FOR A PARTICULAR PURPOSE, OR NON-INFRINGEMENT OF THIRD PARTY RIGHTS, ARE HEREBY DISCLAIMED TO THE MAXIMUM EXTENT PERMITTED BY APPLICABLE LAW BY US. WE MAKE NO REPRESENTATION, WARRANTY, OR GUARANTY AS TO THE RELIABILITY, SAFETY, TIMELINESS, QUALITY, SUITABILITY OR AVAILABILITY OF THE SITE. YOU ACKNOWLEDGE AND AGREE THAT THE ENTIRE RISK ARISING OUT OF YOUR USE OF THE SITE, AND ANY HEALTHCARE SERVICES RENDERED BY ANY PROVIDERS OR RECEIVED BY YOU REMAIN SOLELY WITH YOU, TO THE MAXIMUM EXTENT PERMITTED BY LAW.

### **Internet Delays**

OUR SITE MAY BE SUBJECT TO LIMITATIONS, DELAYS, AND OTHER PROBLEMS INHERENT IN THE USE OF THE INTERNET AND ELECTRONIC COMMUNICATIONS. WE ARE NOT RESPONSIBLE FOR ANY DELAYS, DELIVERY FAILURES, OR OTHER DAMAGE RESULTING FROM SUCH PROBLEMS.

### **Limitation of Liability**

EXCEPT AS OTHERWISE PROVIDED HEREIN, IN NO EVENT SHALL WE AND/OR OUR LICENSORS BE LIABLE TO YOU OR ANY OTHER PERSON FOR ANY INDIRECT, PUNITIVE, SPECIAL, EXEMPLARY, INCIDENTAL, CONSEQUENTIAL OR OTHER DAMAGES OF ANY TYPE OR KIND (INCLUDING PERSONAL INJURY, LOSS OF DATA, REVENUE, PROFITS, USE OR OTHER ECONOMIC ADVANTAGE). WE AND/OR OUR LICENSORS SHALL NOT BE LIABLE FOR ANY LOSS, DAMAGE OR INJURY WHICH MAY BE INCURRED BY YOU, INCLUDING BY NOT LIMITED TO LOSS, DAMAGE OR INJURY ARISING OUT OF, OR IN ANY WAY CONNECTED WITH THE SITE OR HEALTHCARE SERVICES, INCLUDING BUT NOT LIMITED TO THE USE OR INABILITY TO USE THE SITE, ANY RELIANCE PLACED BY YOU ON THE COMPLETENESS, ACCURACY OR EXISTENCE OF ANY DENTAL PROVIDER'S SERVICE, OR AS A RESULT OF ANY RELATIONSHIP OR TRANSACTION BETWEEN YOU AND ANY DENTAL PROVIDER, EVEN IF WE AND/OR OUR LICENSORS HAVE BEEN PREVIOUSLY ADVISED OF THE POSSIBILITY OF SUCH DAMAGES. ALTHOUGH WE MAY PROVIDE ACCESS TO DENTAL PROVIDERS, WE WILL NOT ASSESS THE SUITABILITY OR ABILITY OF SUCH PROVIDERS AND YOU EXPRESSLY WAIVE AND

RELEASE US FROM ANY AND ALL ANY LIABILITY, CLAIMS OR DAMAGES ARISING FROM OR IN ANY WAY RELATED TO THE DENTAL SERVICES RENDERED OR NOT RENDERED BY PROVIDERS. WE WILL NOT BE A PARTY TO DISPUTES, OR NEGOTIATIONS OF DISPUTES BETWEEN INDIVIDUALS AND PROVIDERS. RESPONSIBILITY FOR THE DECISIONS YOU MAKE REGARDING DENTAL OR OTHER SERVICES PROVIDED BY PROVIDERS RESTS SOLELY WITH YOU. THE LIMITATIONS IN THIS SECTION WILL APPLY TO THE EXTENT PERMITTED BY APPLICABLE LAW.

## Notices

We may give notice by means of a general notice on the Site, electronic mail to your email address on record in our account information, or by written communication sent by first class mail or pre-paid post to your address on record in our account information. Such notice shall be deemed to have been given upon the expiration of 48 hours after mailing or posting (if sent by first class mail or pre-paid post) or 12 hours after sending (if sent by email). You may give notice to us (such notice shall be deemed given when received by us) at any time by any of the following: letter delivered by nationally recognized overnight delivery service or first class postage prepaid mail to us at the address provided below.

45 Main St, Brooklyn, NY 11201

## Assignment

These Terms and your Account may not be assigned by you without our prior written approval but may be assigned without your consent by us to (i) a parent or subsidiary, (ii) an acquirer of assets, or (iii) a successor by merger. Any purported assignment by you in violation of this section shall be void.

## Dispute Resolution

Any dispute, claim or controversy arising out of or relating to these Terms or the breach, termination, enforcement, interpretation or validity thereof or the use of the Site (collectively, “Disputes”) will be settled by binding arbitration, except that each party retains the right to bring an individual action in small claims court and the right to seek injunctive or other equitable relief in a court of competent jurisdiction to prevent the actual or threatened infringement, misappropriation or violation of a party’s copyrights, trademarks, trade secrets, patents or other intellectual property rights. **You acknowledge and agree that you are waiving the right to a trial by jury or to participate as a plaintiff or class member in any purported class action or representative proceeding.** Further, unless otherwise agreed in writing, the arbitrator may not consolidate more than one person’s claims, and may not otherwise preside over any form of any class or representative proceeding. If this specific paragraph is held unenforceable, then the entirety of this “Dispute Resolution” section will be deemed void. Except as provided in the preceding sentence, this “Dispute Resolution” section will survive any termination of these Terms.

Arbitration Rules and Governing Law. The arbitration will be administered by the American Arbitration Association (“AAA”) in accordance with the Commercial Arbitration Rules and the Supplementary Procedures for Consumer Related Disputes (the “AAA Rules”) then in effect, except as modified by this “Dispute Resolution” section. The Federal Arbitration Act will govern the interpretation and enforcement of this Section.

These Terms are governed by the laws of the State of New York, U.S.A. without giving effect to any principles of conflict of law.

Arbitration Location and Procedure. Unless otherwise agreed, the arbitration will be conducted in New York, New York.

## General

No joint venture, partnership, employment, or agency relationship exists between you, us or any Provider as a result of these Terms or your use of the Service. If any provision of these Terms is held to be invalid or unenforceable, such provision shall be struck and the remaining provisions shall be enforced to the fullest extent under law. Our failure to enforce any right or provision in these Terms shall not constitute a waiver of such right or provision.

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