

## STUDENT MEDICOVER SURVEY PROGRAM

Please read the following Student Medicover Co, LLC (“Student Medicover”) Survey Gift Card Program Terms and Conditions (“Terms”) carefully before participating in the Student Medicover Survey Gift Card Program (“Program”). Participation in the Program constitutes your acceptance of all Program Terms.

Student Medicover is pleased that you are participating in the Program. Your participation in the Program is strictly subject to the Terms. If you have any questions about these Terms or any other policies or terms applicable to your participation in the Program, please email them to [general@smcovered.com](mailto:general@smcovered.com)

### Definitions.

- **Gift Card:** An electronic gift card in an amount to be determined by Student Medicover.
- **Group Chat:** A group of Participants who composes messages on a Student Medicover approved social media platform. The Group Chat may consist of a group of five (5) Participants or group of ten (10) Participants. Additionally, there must be at least one (1) Student Medicover representative attending the Group Chat.
- **Participant:** An individual who is eligible to purchase international student health insurance through plans offered by Student Medicover.
- **School:** A school designated by Student Medicover that Participant is or intends to attend as a student.
- **Survey:** An online questionnaire prepared by Student Medicover.

### Program Summary.

Participant who participates in a Group Chat and complete a Survey will be eligible to receive a Gift Card. The Program will be available only to Participant attending the eligible School. The Gift Card will be in an amount to be determined at Student Medicover’s sole discretion and in accordance with applicable law. Participant will be limited to participate in one (1) Survey and receive one (1) Gift Card per insurance policy period, unless otherwise allowed by Student Medicover and applicable law. No purchase of insurance is required to participate in the Program or receive a Gift Card.

### Participant Acceptance.

Student Medicover will make all determinations, at its sole discretion, regarding participation in the Program. Participant must be 18 years old or older to be eligible. Student Medicover employees are not eligible to participate in the Program. Student Medicover reserves the right to terminate Participant’s participation in the Program, cancel the Program, or modify the Terms of the Program at any time for any reason or no reason. By participating in the Program, Participant consents to the delivery of all Program related notices, Surveys, Gift Card and other documents by email to the email address Participant has provided to Student Medicover, and acknowledges

that Participant has the necessary equipment (hardware and software) to receive and read such emails.

Prohibition of Transaction of Insurance. Participant acknowledges and agrees that he/she is prohibited from transacting insurance, unless duly licensed. Participant expressly represents and warrants that he/she will not engage in the transaction of insurance, including but not limited to, selling, soliciting or negotiating insurance coverages. These terms are defined as follows: (1) “negotiate” means the act of conferring directly with or offering advice directly to a purchaser or prospective purchaser of a particular contract of insurance concerning any of the substantive benefits, terms or conditions of an insurance contract; (2) “sell” means to accept money or its equivalent in exchange for an agreement to bind or obtain a contract of insurance by any means, on behalf of any insurance company; (3) “solicit” means attempting to sell insurance or asking or urging a person to apply for a particular kind of insurance from a particular agency or brokerage, or insurance company. The prohibition against solicitation shall not prevent Participant from making others eligible Participants aware of the availability of Student Medicover’s products and services.

#### Gift Card Processing.

The Gift Card will typically be processed and sent electronically to Participant within 10 (ten) days of completing the Survey. Student Medicover is not responsible for (i) Participant failing to accurately complete the Survey; (ii) delays or failure to send Gift Card due to outdated Participant email address, or (iii) Participant deleting or losing a Gift Card after it has been sent.

#### Indemnification.

By participating in the Program, Participant agrees to and will indemnify, defend and hold Student Medicover, its members, directors, officers and employees harmless from and against any and all damages, costs, expenses, claims or liabilities of any kind, including third-party claims, whether pending or threatened, including without limitation, attorneys' fees and court costs, incurred by any of them arising out of or related to Participant’s participation in the Program or breach of these Terms and any applicable laws.

#### Warranty Disclaimers; Limitation of Liability.

Participant expressly agrees that his/her participation in the Program is at his/her own risk. The Program is made available to Participant on an "as is" basis without warranty of any kind, express or implied. Neither Student Medicover, its members, officers, directors or employees, through these Terms, makes any warranty regarding the Program, and each expressly disclaims all warranties, express or implied, including without limitation warranties of merchantability or fitness for a particular purpose. In no event shall Student Medicover, its members, officers, directors or employees be liable for special, indirect, consequential or incidental damages or damages for loss of profits, revenue, use, or data as a result of claims, whether brought in contract or tort, arising out of or connected with these Terms or the Program, even if Student Medicover has been advised of the possibility of such damages.

Miscellaneous. These Terms constitutes the entire agreement between the parties relating to the matters herein. Any prior agreements, promises, negotiations, or representations not expressly set

forth in these Terms are of no force and effect. Nothing herein contained shall be construed to constitute the parties hereto as partners or as joint ventures, or either as an employee or agent of the other. If any legal action, arbitration or other proceeding arising out of or relating to these Terms is brought by either party, the prevailing party shall be entitled to receive from the other party, in addition to any other relief that may be granted, the reasonable attorneys' fees, costs, and expenses incurred in the action or proceeding by the prevailing party. These Terms and the rights and obligations of the parties shall be construed in accordance with and governed by the laws of the State of California. All disputes arising out of or related to these Terms will be subject to the exclusive jurisdiction and venue of the California state and federal courts located in San Mateo County, California, and the parties hereby consent to such jurisdiction and venue.