

TERMS OF SERVICE – PET PERKS

Please read these Terms of Service (the “Terms”) and our Privacy Policy (“Privacy Policy”) carefully because they are a legal agreement between you (“Customer”) and Good Charlie & Co, LLC., a Delaware corporation (“GoodCharlie”, “we”, “our” and “us”) and govern your use of our pet wellness content and related services accessible via our website located at www.goodcharlie.com (the “Site”). To make these Terms easier to read, the Site and our services are collectively called the “Pet Perks.”

1. IMPORTANT CONTACT DETAILS

Mail:	Good Charlie & Co., LLC 5373 West Alabama St. Suite 505 Houston, Texas 77056
Phone:	1-800-205-5230
Web:	www.goodcharlie.com
Email:	benefits@goodcharlie.com
Customer Service Hours:	8:00am – 5:00pm CST, Monday - Friday

2. AGREEMENT OF TERMS

By using our Pet Perks, you agree to be bound by these Terms. If you don't agree to be bound by these Terms, do not use the Pet Perks.

IMPORTANT NOTICE REGARDING ARBITRATION: WHEN YOU AGREE TO THESE TERMS, YOU ARE AGREEING (WITH LIMITED EXCEPTION) TO RESOLVE ANY DISPUTE BETWEEN YOU AND GOODCHARLIE THROUGH BINDING, INDIVIDUAL ARBITRATION RATHER THAN IN COURT. PLEASE REVIEW CAREFULLY SECTION 19 “DISPUTE RESOLUTION” BELOW FOR DETAILS REGARDING ARBITRATION (INCLUDING THE PROCEDURE TO OPT OUT OF ARBITRATION).

3. PET PERKS

We provide digital health services (“24/7 Video Vet”) for pets, which includes connecting you with veterinarians for consultation services via chat and video which can be accessed on our Site. Pet Perks include emergency coverage (“Emergency Fund”) to fund unexpected life-threatening health emergencies for pets. These services are limited to dogs and cats, and up to five (5) pets per household.

4. 24/7 VIDEO VET

GoodCharlie's 24/7 Video Vet provides unlimited digital access to veterinarians for chat or video consultation for up to five (5) pets per household. Customers can access a veterinarian for consultation on our Site as part of their Pet Perks. Our digital health service is meant to supplement an existing relationship with your regular and primary veterinarian, not replace it. BY LAW, OUR VETERINARIANS CANNOT PROVIDE A DIAGNOSIS OR A PRESCRIPTION, AND VIRTUAL CONSULTATIONS DO NOT SUBSTITUTE IN-PERSON VETERINARY CARE.

5. EMERGENCY FUND

GoodCharlie's Emergency Fund provides financial coverage to fund an emergency vet bill. GoodCharlie defines an emergency as an unexpected, life-threatening medical situation that requires immediate in-person attention. ACCESS TO THE EMERGENCY FUND REQUIRES YOU TO FIRST CONSULT WITH ONE OF OUR VETERINARIANS. The following terms and conditions outline the availability and use of the Emergency Fund:

- a. There is a 15-day mandatory waiting period after registration of your pet before the Emergency Fund is available to you. If you have just signed up and our veterinarian determines you are having an emergency and need immediate care for your pet, the Emergency Fund will not yet be at your disposal. If you cancel and reactivate your account,

you will have a mandatory 15-day waiting period after reactivating. Please note, you do have access to our team of veterinarians via chat and video during the waiting period.

- b. The Emergency Fund is only available to you if you are current in your payment of the monthly electric bill for the electric service provided by GoodCharlie. If the payment method we have on file for you fails, you will lose access to your Emergency Fund. If you cancel your residential electric service account with GoodCharlie, you will no longer have access to your Emergency Fund.
- c. IF YOU SUSPECT YOUR PET IS HAVING A LIFE-THREATENING EMERGENCY AND NEEDS IMMEDIATE CARE, YOU MUST CONSULT OUR VETERINARIANS BEFORE GAINING ACCESS TO YOUR EMERGENCY FUND. ALL PET RELATED EMERGENCIES MUST BE ASSESSED AND REFERRED BY ONE OF OUR VETERINARIANS ON THE SITE. A LIVE FACE TO FACE VIDEO CALL OR A VIDEO RECORDING IS MANDATORY TO DETERMINE WHETHER A CONDITION AFFECTING YOUR PET IS AN EMERGENCY.
- d. The Emergency Fund only pays for the initial emergency care. All other follow-up care is at the expense of the pet owner.
- e. Customers cannot access the Emergency Fund if the pet has been admitted to a veterinarian clinic or hospital prior to contacting one of our veterinarians for assessment of your pet's condition.
- f. You have up to a maximum of 4 hours to take your pet to a veterinarian clinic or hospital of your choice after being referred by our veterinarians for treatment. If you exceed the 4-hour period, the use of your Emergency Fund will not be released for your pet's care.
- g. You may be required to provide proof of ownership of your pet in the form of a pet license or registration.
- h. Your Emergency Fund is non-transferable to other parties and their pets.
- i. Funds are restricted to a one-time pay-out per 12-month period.
- j. The Emergency Fund only covers cats and dogs, no other animals.
- k. Some clinics require a deposit before accepting your pet for evaluation. GoodCharlie cannot provide the deposit for you, however, upon receiving the final invoice, the deposit will be included in the final payment issued by GoodCharlie to the service provider. This means whatever deposit you left upon checking in will be credited back to your account at the discretion of the clinic.
- l. You will not qualify for the Emergency Fund if our veterinarians have previously recommended a visit to your vet clinic, and you failed to comply. Waiting to take your pet in for medical care can result in unnecessary emergency care for your pet which will not be covered by us.
- m. You can take your pet to any veterinary clinic located within the United States.
- n. The Emergency Fund will not cover additional costs associated with euthanasia, such as cremation or memorabilia.
- o. We do not cover emergencies associated with breeding or pregnancy issues.
- p. To gain access to your Emergency Fund, we require completed profiles for all your pets with their name, age, weight, breed, and a clear photo. If this information is missing, you will not have access to your Emergency Fund.
- q. We pay for any immediate life-threatening emergency vet service required, up to \$750.
- r. WE REQUIRE THAT THE VETERINARIAN CLINIC OR HOSPITAL THAT PERFORMED THE EMERGENCY VETERINARIAN SERVICES TO CALL **1-833-351-8987** TO PROCESS PAYMENT FROM THE EMERGENCY FUND. A COPY OF THE VET BILL DETAILING THE SERVICES PROVIDED IS REQUIRED.
- s. Emergency Funds are only paid to a registered vet clinic or emergency vet clinic at the time of a life-threatening emergency.
- t. Emergencies include, but are not limited to:
 - I. Severe blockages
 - II. Choking and difficulty breathing
 - III. Toxic ingestion
 - IV. Severe injuries
- u. The following list is not exhaustive, but serves as an example of conditions not covered by the Emergency Fund:
 - I. Preventative care such as wellness exams, tests, diagnostics procedures, vaccinations, spaying, neutering, and grooming.
 - II. Routine checkups or scheduled appointments
 - III. Cremation and memorabilia
 - IV. Boarding and daycare
 - V. Cost for treatments for follow-up care related to an emergency.
 - VI. Treatment for injury or illness caused by neglect or deliberate negligence.
 - VII. Emergencies that have not been deemed as such by a GoodCharlie veterinarian.

- VIII. Treatment for any illness for which a vaccine is available for the customer's pet to prevent such illness and for which vaccination is both recommended by a veterinarian and rejected by the customer.

6. EMERGENCY FUND CLAIMS

In nearly every instance, GoodCharlie customers are required to contact a GoodCharlie veterinarian by video call or chat immediately if they believe the pet is experiencing an emergency. The pet must be visible within the video for a GoodCharlie veterinarian to appropriately triage the pet's condition and provide specific recommendations.

In certain extreme medical situations, Customers may seek care prior to speaking with a GoodCharlie veterinarian. These customers will be required to submit an Emergency Fund claim and must clarify what prevented them from completing a GoodCharlie vet visit prior to receiving care. Each Emergency Fund claim is reviewed on a case-by-case basis. GoodCharlie, at our sole discretion, retains the right to determine the criteria that warrant the waiving of the live video or chat requirement.

7. WHO MAY USE THE PET PERKS?

- a. Eligibility. You may use the Pet Perks only if you are (i) are Customer of GoodCharlie's residential electric service, (ii) 18 years or older and capable of forming a legal binding contract with GoodCharlie, and (iii) not barred from using the Pet Perks under applicable law.
- b. Registration and Your Information. If you want to use certain features of the Pet Perks you are required to complete your pet profile(s) with accurate, complete, and up-to-date information. Pet profile(s) can be updated via the Site. You agree that you won't disclose your account password and you'll notify us immediately of any unauthorized use of your account.

8. PAYMENT

The use of the Pet Perks is subject to timely payment by the Customer for the electric service provided by GoodCharlie as outlined in the electric Terms of Service which can be found on the Site. A Customer may elect to enhance their Pet Perks by paying a premium fee for such enhancements. Participation in the Pet Perks, and any fees charged in connection therewith, shall terminate and cease on the earlier of (i) the last day of the electric billing cycle during which you notify us that you wish to terminate such Pet Perks and (ii) the last day that you are a Good Charlie residential electric service Customer. You remain responsible for all fees accrued in connection with the Pet Perks until they are terminated as described herein.

9. TERMINATION

We may terminate your access to and use of the Pet Perks at our sole discretion. You will lose access to the Pet Perks immediately upon cancellation of their electric service. In addition, GoodCharlie reserves the right to cancel the Pet Perks if the Customer fails to provide timely payment for their residential electric service; the access to the Pet Perks was obtained through fraud, misrepresentation, or concealment; the Customer has been found by a licensed veterinarian to have grossly mistreated and/or abused the pet; and/or Customer has otherwise breached these Terms.

You may cancel your Pet Perks at any time subject to cancelation fee as described on the Electricity Fact Label ("EFL") which can be accessed on the Site.

10. CHANGES TO TERMS

We may update and/or change the Terms at any time, at our sole discretion. If the Terms are updated or changed, we will inform you of such update or change either by posting the updated Terms on the Site or through other communications. It's important that you review the Terms whenever you use the Pet Perks. If you continue to use the Pet Perks after we have posted updated Terms, you are agreeing to be bound by the updated Terms. Because our Pet Perks are evolving over time, we may change or discontinue all or any part of the Pet Perks at any time and without notice, at our sole discretion.

11. FEEDBACK

We welcome feedback, comments, and suggestions for improvements to the Pet Perks (“Feedback”). You can submit Feedback by emailing us at benefits@goodcharlie.com or on the Site. By providing Feedback, you are granting to us a non-exclusive, transferable, worldwide, perpetual, irrevocable, fully paid, royalty-free license; (with the right to sublicense) in and to any and all intellectual property rights that you may own in the Feedback. Such license grants us the right to use, copy, modify, create derivative works based upon and otherwise exploit the Feedback for any purpose.

12. PRIVACY POLICY

Our Privacy Policy contains information on how we collect, use and disclose information from our users. You acknowledge and agree that your use of the Pet Perks is subject to our Privacy Policy that is on the Site. For purposes of these Terms: (i) “Content” means text, graphics, images, music, software, audio, video, works of authorship of any kind, and information or other materials that are posted, generated, provided, transmitted, or otherwise made available through the Pet Perks; and (ii) “User Content” means any Content that you provide to us through the Pet Perks (for example, information about your pet).

13. LINKS TO THIRD PARTY WEBSITES OR RESOURCES

The Pet Perks may make available to you content provided by third parties, including links to third-party websites or resources (collectively, “Third Party Content”). We do not control, endorse or adopt any Third-Party Content and will have no responsibility for Third Party Content including, without limitation, material that may be misleading, incomplete, erroneous, offensive, indecent or otherwise objectionable. You acknowledge that we provide the Third Party Content to you only as a convenience and are not responsible for the content, products or services on or available from those websites or resources or links displayed on such websites. You further acknowledge sole responsibility for and assume all risk arising from, your use of any third-party websites or resources and all your interactions with such third-party websites or resources.

14. WARRANTY DISCLAIMERS

- a. THE PET PERKS AND CONTENT ARE PROVIDED “AS IS,” WITHOUT WARRANTY OF ANY KIND. WITHOUT LIMITING THE FOREGOING, WE EXPLICITLY DISCLAIM ANY IMPLIED WARRANTIES OF MERCHANTABILITY, FITNESS FOR A PARTICULAR PURPOSE, QUIET ENJOYMENT AND NON-INFRINGEMENT, AND ANY WARRANTIES ARISING OUT OF COURSE OF DEALING OR USAGE OF TRADE. We make no warranty that the Pet Perks will meet your requirements or be available on an uninterrupted, secure, or error-free basis. We make no warranty regarding the quality, accuracy, timeliness, truthfulness, completeness or reliability of any Content. The Content may contain information relating to various medical conditions that may affect your pet; this information is provided for informational purposes only and does not constitute medical advice.
- b. Any advice provided by a veterinarian is for your decision purposes only (i.e., to assist you in making your veterinary medical decision). The Pet Perks are not a substitute for an in-person evaluation of your pet by a veterinary doctor. Communications with veterinarian through the Pet Perks are inherently limited and do not include safeguards and procedures typical of in-person evaluations and visits. No Customer-professional relationship shall be formed between you and us as a result of you using the Pet Perks. Communications with any professionals through Pet Perks are not confidential and shall not be the subject of any associated privileges. The laws, regulations, other governing authorities, standards, practices and procedures that apply to your particular question or situation may differ depending on your location and information typically discovered through in-person evaluation. Veterinarians available through the Pet Perks may be licensed, certified, educated, employed by or have experience in only particular jurisdictions or within particular fields.
- c. You acknowledge sole responsibility for and assume all risk arising from your use of the Pet Perks.

15. INDEMNITY

You will indemnify and hold harmless GoodCharlie and its officers, directors, employees, and agents, from and against any claims, disputes, demands, liabilities, damages, losses, and costs and expenses, including, without limitation, reasonable legal and accounting fees arising out of or in any way connected with (i) your access to or use of the Pet Perks, (ii) your User Content, or (iii) your violation of these Terms.

16. LIMITATION OF LIABILITY

NEITHER GOODCHARLIE NOR ANY OTHER PARTY INVOLVED IN CREATING, PRODUCING, OR DELIVERING THE PET PERKS WILL BE LIABLE FOR ANY INCIDENTAL, SPECIAL, EXEMPLARY OR CONSEQUENTIAL DAMAGES, OR DAMAGES FOR LOST PROFITS, LOST REVENUES, LOST SAVINGS, LOST BUSINESS OPPORTUNITY, LOSS OF DATA OR GOODWILL, SERVICE INTERRUPTION, COMPUTER DAMAGE OR SYSTEM FAILURE OR THE COST OF SUBSTITUTE SERVICES OF ANY KIND ARISING OUT OF OR IN CONNECTION WITH THESE TERMS OR FROM THE USE OF OR INABILITY TO USE THE PET PERKS OR CONTENT, WHETHER BASED ON WARRANTY, CONTRACT, TORT (INCLUDING NEGLIGENCE), PRODUCT LIABILITY OR ANY OTHER LEGAL THEORY, AND WHETHER OR NOT GOODCHARLIE OR ANY OTHER PARTY HAS BEEN INFORMED OF THE POSSIBILITY OF SUCH DAMAGE, EVEN IF A LIMITED REMEDY SET FORTH HEREIN IS FOUND TO HAVE FAILED OF ITS ESSENTIAL PURPOSE. SOME JURISDICTIONS DO NOT ALLOW THE EXCLUSION OR LIMITATION OF LIABILITY FOR CONSEQUENTIAL OR INCIDENTAL DAMAGES, SO THE ABOVE LIMITATION MAY NOT APPLY TO YOU.

- a. IN NO EVENT WILL GOODCHARLIE'S LIABILITY ARISING OUT OF OR IN CONNECTION WITH THESE TERMS OR FROM THE USE OF OR INABILITY TO USE THE PET PERKS EXCEED THE AMOUNTS YOU HAVE PAID TO GOODCHARLIE DURING THE PREVIOUS SIX (6) MONTHS FOR ELECTRICITY SERVICE.
- b. THE EXCLUSIONS AND LIMITATIONS OF DAMAGES SET FORTH ABOVE ARE FUNDAMENTAL ELEMENTS OF THE BASIS OF THE BARGAIN BETWEEN GOODCHARLIE AND YOU.

17. GOVERNING LAW AND FORUM CHOICE

These Terms and any action related thereto will be governed by the Federal Arbitration Act, federal arbitration law, and the laws of the State of Texas, without regard to its conflict of laws provisions. Except as otherwise expressly set forth in Section 17, "Dispute Resolution", the exclusive jurisdiction for all Disputes (defined below) that you and GoodCharlie are not required to arbitrate will be the state and federal courts located in Harris County, Texas, and you and GoodCharlie each waive any objection to jurisdiction and venue in such courts.

18. DISPUTE RESOLUTION

- a. **Mandatory Arbitration of Disputes.** We each agree that 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 Pet Perks or Content (collectively, "Disputes") will be resolved solely by binding, individual arbitration and not in a class, representative or consolidated action or proceeding. You and GoodCharlie agree that the U.S. Federal Arbitration Act governs the interpretation and enforcement of these Terms, and that you and GoodCharlie are each waiving the right to a trial by jury or to participate in a class action. This arbitration provision shall survive termination of these Terms.
- b. **Exceptions.** As limited exceptions to Section 17(a) above: (i) either GoodCharlie or you may seek to resolve a Dispute in small claims court if the claims in question qualify to be brought in such court; and (ii) both GoodCharlie and you retain the right to seek injunctive or other equitable relief from a court to prevent (or enjoin) the infringement or misappropriation of our respective intellectual property rights.
- c. **Conducting Arbitration and Arbitration Rules.** The arbitration will be conducted by the American Arbitration Association ("AAA") under its Consumer Arbitration Rules (the "AAA Rules") then in effect, except as modified by these Terms. The AAA Rules are available at www.adr.org or by calling 1-800-778-7879. A party who wishes to start arbitration must submit a written Demand for Arbitration to AAA and give notice to the other party as specified in the AAA Rules. The AAA provides a form Demand for Arbitration at www.adr.org. Any arbitration hearings will take place in the county where you live unless we both agree to a different location. The parties agree that the arbitrator shall have exclusive authority to decide all issues relating to the interpretation, applicability, enforceability, and scope of this arbitration agreement.
- d. **Arbitration Costs.** Payment of all filing, administration and arbitrator fees will be governed by the AAA Rules, and we won't seek to recover the administration and arbitrator fees we are responsible for paying, unless the arbitrator finds your Dispute

frivolous. If we prevail in arbitration, we'll pay all of our attorneys' fees and costs and won't seek to recover them from you. If you prevail in arbitration, you will be entitled to an award of attorneys' fees and expenses to the extent provided under applicable law.

- e. Injunctive and Declaratory Relief. Except as provided in Section 17(b) above, the arbitrator shall determine all issues of liability on the merits of any claim asserted by either party and may award declaratory or injunctive relief only in favor of the individual party seeking relief and only to the extent necessary to provide relief warranted by that party's individual claim. To the extent that you or we prevail on a claim and seek public injunctive relief (that is, injunctive relief that has the primary purpose and effect of prohibiting unlawful acts that threaten future injury to the public), the entitlement to and extent of such relief must be litigated in a civil court of competent jurisdiction and not in arbitration. The parties agree that litigation of any issues of public injunctive relief shall be stayed pending the outcome of the merits of any individual claims in arbitration.
- f. Class Action Waiver. YOU AND GOODCHARLIE AGREE THAT EACH MAY BRING CLAIMS AGAINST THE OTHER ONLY IN YOUR OR ITS INDIVIDUAL CAPACITY, AND NOT AS A PLAINTIFF OR CLASS MEMBER IN ANY PURPORTED CLASS OR REPRESENTATIVE PROCEEDING. Further, if the parties' Dispute is resolved through arbitration, the arbitrator may not consolidate another person's claims with your claims and may not otherwise preside over any form of a representative or class proceeding. If this specific provision is found to be unenforceable, then the entirety of this Dispute Resolution section shall be null and void.
- g. Severability. Apart from any of the provisions in Section 17(f) of these Terms ("Class Action Waiver"), if an arbitrator or court of competent jurisdiction decides that any part of these Terms is invalid or unenforceable, the other parts of these Terms will still apply.

19. GENERAL TERMS

- a. Entire Agreement. These Terms constitute the entire and exclusive understanding and agreement between GoodCharlie and you regarding the Pet Perks, and these Terms supersede and replace any and all prior oral or written understandings or agreements between GoodCharlie and you regarding the Pet Perks. If any provision of these Terms is held invalid or unenforceable by an arbitrator or a court of competent jurisdiction, that provision will be enforced to the maximum extent permissible, and the other provisions of these Terms will remain in full force and effect. You may not assign or transfer these Terms, by operation of law or otherwise, without GoodCharlie's prior written consent. Any attempt by you to assign or transfer these Terms, without such consent, will be null. GoodCharlie may freely assign or transfer these Terms without restriction. Subject to the foregoing, these Terms will bind and inure to the benefit of the parties, their successors and permitted assigns.
- b. Notices. Any notices or other communications provided by GoodCharlie under these Terms, including those regarding modifications to these Terms, will be given: (i) via email; or (ii) by posting to the Site. For notices made by e-mail, the date of receipt will be deemed the date on which such notice is transmitted.
- c. Waiver of Rights. GoodCharlie's failure to enforce any right or provision of these Terms will not be considered a waiver of such right or provision. The waiver of any such right or provision will be effective only if in writing and signed by a duly authorized representative of GoodCharlie. Except as expressly set forth in these Terms, the exercise by either party of any of its remedies under these Terms will be without prejudice to its other remedies under these Terms or otherwise.

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