

MDG PURCHASE BENEFITS CLUB SUBSCRIPTION PRIVILEGES & CONDITIONS

Note: In this document we will use the name MDG to describe MDG USA Inc. Acceptance of MDG's Purchase Benefits Club Subscription Privileges and Conditions ("Purchase Benefits") constitutes agreement to comply with the following privileges, conditions, and regulations ("Terms"). These Terms may be amended by MDG without prior written notice or consent of the Purchase Benefits Club Subscriber (defined below), but in such cases, the changes made will prospectively apply upon the next monthly renewal of a Purchase Benefits Club Subscriber's Purchase Benefits. A Purchase Benefits Club Subscriber is a person who subscribes to the Purchase Benefits.

Purchase Benefits Club Subscriber agrees as follows:

1. General

These Terms apply to the Purchase Benefits. These Terms replace any and all prior privileges, conditions and regulations with respect to the Purchase Benefits.

2. Acceptance of Terms

Purchase Benefits Club Subscriber agrees to have read these Terms and understands and agrees to what is contained herein. Notwithstanding any other section of these Terms, the posting of the current version of the Terms at <https://secure.mdg.com/pdf/MDGClubPrivilegesandConditions.pdf> shall be deemed notice to the Purchase Benefits Club Subscriber of such Terms, where notice is required or permitted to be given hereunder. The Terms may be changed from time to time but the current version in force will be posted on the website.

3. Eligibility

- a. Purchase Benefits is available to all qualifying individuals 18 years of age and over.
- b. MDG reserves the right to refuse Purchase Benefits to any applicant, and to immediately suspend or revoke Purchase Benefits for serious reasons, including fraud, or breach of conditions (see Section 12 for more details).
- c. Purchase Benefits is subject to any and all rules adopted by MDG, including our privacy policies and practices at <http://www.mdg.com/content/privacy/?PID=mdgusahomepage> which may be amended from time to time without notice except as otherwise limited by law.
- d. Purchase Benefits Club Subscriber can cancel the Purchase Benefits at any time by calling MDG's Customer Service department at: 1-800-906-0975 ext. 352 and requesting to cancel the Purchase Benefits.
- e. **Purchase Benefits will be automatically cancelled by MDG if the Purchase Benefits Club Subscriber does not purchase a product from MDG within three (3) months from initially becoming a Purchase Benefits Club Subscriber.**

4. Cost

- a. Purchase Benefits is free of charge for the first three (3) months from when the Purchase Benefits Club Subscription begins. Thereafter, the cost of Purchase Benefits is \$8.95 per month. The Purchase Benefits will automatically renew and the \$8.95 fee will be charged at the end of each month unless the Purchase Benefits Club Subscriber cancels the Purchase Benefits as set out above (see Section 3) or the Purchase Benefits is otherwise terminated by MDG.
- b. If a Purchase Benefits Club Subscriber does not make a purchase within the three (3) months of initially becoming a Purchase Benefits Club Subscriber, this agreement will automatically be cancelled without further notice to the Purchase Benefits Club Subscriber.
- c. Purchase Benefits will automatically be charged to the Purchase Benefits Club Subscriber in the same manner that the Purchase Benefits Club Subscriber has authorized payment for his MDG

product, unless a Purchase Benefits Subscriber requests to pay the cost of the Purchase Benefits in accordance with one of MDG's authorized payment methods, including check, or credit card.

- d. If the authorized payment method we have on file for the Purchase Benefits Club Subscriber is declined for payment of the Purchase Benefits Club Subscriber's Purchase Benefits fee, we will send the Purchase Benefits Club Subscriber an email notification regarding the declined payment. The Purchase Benefits Club Subscriber must provide us with a new eligible payment method within 14 calendar days of the email notification or the Purchase Benefits Club Subscriber's Purchase Benefits will automatically be canceled, without further notice to the Purchase Benefits Club Subscriber.
- e. MDG may modify the cost of the Purchase Benefits at its discretion, in compliance with applicable laws and this agreement.
- f. Purchase Benefits is non-transferable and can only be used by the individuals to whom they are issued.
- g. Purchase Benefits may be terminated at MDG's discretion in accordance with Section 12, of these Terms. Likewise, MDG may choose not to renew the Purchase Benefits.
- h. All benefits of the Purchase Benefits expire at the time the Purchase Benefits is terminated by MDG or by the Purchase Benefits Club Subscriber, except as expressly provided.
- i. UNLESS THE PURCHASE BENEFITS CLUB SUBSCRIBER NOTIFIES US BEFORE A CHARGE THAT HE WANTS TO CANCEL OR DOES NOT WANT TO AUTO RENEW, THE PURCHASE BENEFITS CLUB SUBSCRIBER UNDERSTANDS THAT HIS PURCHASE BENEFITS WILL AUTOMATICALLY CONTINUE AND THE PURCHASE BENEFITS CLUB SUBSCRIBER AUTHORIZES US (WITHOUT NOTICE, UNLESS REQUIRED BY APPLICABLE LAW) TO COLLECT THE THEN-APPLICABLE PURCHASE BENEFITS MONTHLY FEE, BY APPLYING PAYMENT IN THE SAME MANNER THAT THE PURCHASE BENEFITS CLUB SUBSCRIBER AUTHORIZED PAYMENT FOR HIS MDG PRODUCT, OR USING ANY ONE OF MDG'S AUTHORIZED PAYMENT METHODS.

5. Purchase Benefits Privileges

- a. Exclusive Purchase Benefits Club Subscriber Pricing:
 - i. Purchase Benefits Club Subscriber will have exclusive access to Club Subscriber pricing, if applicable and available, opposed to non-subscriber pricing which is available to the general public.
- b. First Access to New Products and Exclusive SKUs:
 - i. Purchase Benefits Subscribers will get first access to purchase new products, if applicable and available, as offered by MDG before they are available to the general public.
 - ii. Purchase Benefits Club Subscribers will have access to exclusive SKUs, if applicable and available, as offered by MDG that are not available to the general public.
 - iii. Purchase Benefits Club Subscribers are under no obligation to purchase any new or exclusive items that MDG releases.
- c. Price Drop Guarantee
 - i. Purchase Benefits Club Subscribers receive a 90-day price guarantee ("Price Drop Guarantee"), which means that if MDG drops its price of a product within 90 days of a Purchase Benefits Club Subscriber purchasing that product, the Purchase Benefits Club Subscriber is eligible to receive either a credit or refund for the difference in the price he or she paid and the new lower price ("Price Drop Guarantee Credit"). Eligible Price Drop Guarantee Credits that are redeemed by the Purchase Benefits Club Subscriber will be credited to the form of payment used by the Purchase Benefits Club Subscriber for the order on which the Price Drop Guarantee benefit is redeemed.

- ii. To request the Price Drop Guarantee credit or refund, the Purchase Benefits Club Subscriber must contact MDG Customer Service by calling 1-800-906-0975 ext. 352. To receive the credit, the Purchase Benefits Club Subscriber must provide supporting information or documentation to show that MDG lowered its price of the identical product the Purchase Benefits Club Subscriber purchased within 90 days of the purchase.
- iii. IT IS THE RESPONSIBILITY OF THE PURCHASE BENEFITS CLUB SUBSCRIBER TO APPLY FOR THE PRICE DROP GUARANTEE CREDIT BY CONTACTING MDG CUSTOMER SERVICE AT 1-800-906-0975 EXT. 352 **WITHIN 95 CALENDAR DAYS** OF PURCHASING A PRODUCT FROM MDG (THE "PURCHASE DATE"), IF THE PURCHASE BENEFITS CLUB SUBSCRIBER NOTICED THAT THE PRICE OF THE PRODUCT PURCHASED HAS DROPPED SINCE THE PURCHASE DATE, WITH SUPPORTING INFORMATION AND/OR DOCUMENTATION.
- iv. The Price Drop Guarantee credit will be issued only in relation to a price drop of a product identical to that which was purchased by the Purchase Benefits Club Subscriber.
- v. The Price Drop Guarantee credit will only be issued to the Purchase Benefit Club Subscriber if he meets the following criteria:
 - a. the Purchase Benefit Club Subscriber was a Purchase Benefits Club Subscriber at the time of the Price Drop Guarantee, and
 - b. if the Purchase Benefit Club Subscriber is a Purchase Benefits Club Subscriber at the time he requests the Price Drop Guarantee credit.

6. Restrictions and General Limitations

The Purchase Benefits is subject to the following restrictions:

- a. MDG reserves the right at its discretion to discontinue the Purchase Benefits at any time, to make changes to the Purchase Benefits that will apply prospectively upon the next monthly renewal of the Purchase Benefits. MDG may also choose not to renew the Purchase Benefits.
- b. Failure to comply with these Terms or abuse of the Purchase Benefits privileges may result in the cancellation of the Purchase Benefits or curtailment of certain privileges.
- c. MDG may send the Purchase Benefit Club Subscriber an email and other communications related to the Purchase Benefits (regardless of any settings or preferences related to any account the Purchase Benefit Club Subscriber establishes on our website).

7. Death

- a. Upon the death of any Purchase Benefits Club Subscriber, the Purchase Benefits Club Subscriber's Purchase Benefits will be cancelled.

8. Communications

- a. Purchase Benefits Club Subscriber will immediately notify MDG of any changes to his mailing address, email address and other contact information the Purchase Benefits Club Subscriber may have provided to MDG in connection with the Purchase Benefits and/or his MDG account.
- b. MDG shall have no liability for any misdirected, lost or delayed mail resulting from a Purchase Benefits Club Subscriber's failure to provide such notice. MDG may also communicate with a Purchase Benefits Club Subscriber electronically and any notice or electronic statement of the account provided to the Purchase Benefits Club Subscriber, or agreement made electronically, will be considered to be "in writing", signed and delivered for all purposes unless otherwise prescribed by law.

9. Use of Information

- a. MDG may exchange all information relating to a Purchase Benefits Club Subscriber's Purchase Benefits and transactions with other parties, such as participating partners, merchants or service providers, as required to administer the Purchase Benefits, to fulfill the benefits of the Purchase Benefits and to provide the Purchase Benefits Club Subscriber with Purchase Benefits information by mail or email.
- b. All collection, use or disclosure of personal information about a Purchase Benefits Club Subscriber shall be in accordance with the applicable agreement signed by the Purchase Benefits Club Subscriber and the MDG Privacy Policy that is available at <http://www.mdg.com/content/privacy/?PID=mdgusahomepage>.

10. Waiver

- a. MDG and Purchase Benefits Club Subscriber agrees that any waiver by MDG of the strict observance, performance or compliance by a Purchase Benefits Club Subscriber of any portion of these Terms and any extension of time or other indulgence granted by MDG, either expressly or by course of conduct, shall not alter, affect or prejudice any of MDG's rights or remedies and shall be effective only in the specific instance and for the purpose for which it was given and shall be deemed not to be a waiver of any of MDG's rights and remedies arising in respect of any other breach of these Terms.
- b. MDG and Purchase Benefits Club Subscriber agree that any delay or omission by MDG in exercising any right or remedy hereunder shall not operate as a waiver of that or any other right or remedy.

11. Changing the Purchase Benefits and these Terms

- a. MDG may change the Purchase Benefits and these Terms at any time with notice provided as required by law. Purchase Benefits changes may include, but are not limited to, (i) changes to any benefit(s), or (ii) changes to the requirements of being and/or becoming a Purchase Benefits Club Subscriber. Purchase Benefits changes will apply upon automatic renewal of the Purchase Benefits, unless the Purchase Benefits Club Subscriber indicates his intention not to renew
- b. If any change to these Terms is found invalid, void or for any reason unenforceable, that change is severable and does not affect the validity and enforceability of any remaining changes or conditions. PURCHASE BENEFITS CLUB SUBSCRIBER'S CONTINUED PURCHASE BENEFITS AFTER WE CHANGE THESE TERMS CONSTITUTES THE PURCHASE BENEFITS CLUB SUBSCRIBER'S ACCEPTANCE OF THE CHANGES. IF THE PURCHASE BENEFITS CLUB SUBSCRIBER DOES NOT AGREE TO ANY CHANGES, THE PURCHASE BENEFITS CLUB SUBSCRIBER MUST CANCEL HIS PURCHASE BENEFITS.

12. Termination

- a. MDG may suspend or terminate the Purchase Benefits at any time upon thirty (30)-days' notice to the Purchase Benefits Club Subscriber.
- b. Purchase Benefits Club Subscriber can cancel the Purchase Benefits at any time by calling MDG's Customer Service department at: 1-800-906-0975 ext. 352 and requesting to cancel the Purchase Benefits.
- c. Should events beyond MDG's control, such as strikes, acts of God, terrorism, civil disturbance, war or changes in economic or business conditions, materially affect MDG's willingness to continue the Purchase Benefits as it is then constituted, the Purchase Benefits may be suspended or terminated, in whole or in part, and the Purchase Benefits Club Subscriber's benefits and privileges may be cancelled without notice to the Purchase Benefits Club Subscriber and may not subsequently be redeemed, consolidated, converted, exchanged, combined, transferred or rolled-up.
- d. MDG may suspend or terminate the Purchase Benefits Club Subscriber's subscription to the Purchase Benefits, cancel the benefits and privileges immediately upon (i) fraud or abuse by the

Purchase Benefits Club Subscriber relating to the Purchase Benefits, (ii) misrepresentation of information to MDG, (iii) failure by the Purchase Benefits Club Subscriber to follow these Terms, (iv) the Purchase Benefits Club Subscriber's personal bankruptcy, or (v) the Purchase Benefits Club Subscriber's death.

- e. On the date the termination of the Purchase Benefits is effective, the Purchase Benefits Club Subscriber's Purchase Benefits will immediately cease.
- f. In the event that the Purchase Benefits Club Subscriber cancels his subscription to the Purchase Benefits after having paid for the Purchase Benefits or renewal thereof for the month, the cost of same will be prorated and the applicable amount owing to the Purchase Benefits Club Subscriber for the remaining period will be refunded to the Purchase Benefits Club Subscriber in the same in the same manner that the Purchase Benefits Club Subscriber has authorized payment for his MDG product.

13. Indemnification

Purchase Benefits Club Subscriber agrees to defend, indemnify and hold MDG harmless from and against any and all claims, damages, costs and expenses, including attorney's fees, arising from or related to use of the Purchase Benefits.

14. Limitation of Liability

UNDER NO CIRCUMSTANCES SHALL MDG OR ANY OF ITS EMPLOYEES, DIRECTORS, OFFICERS, AGENTS, VENDORS OR SUPPLIERS BE LIABLE FOR ANY DIRECT OR INDIRECT LOSSES OR DAMAGES ARISING OUT OF OR IN CONNECTION WITH THE USE OF OR INABILITY TO USE MDG'S WEB SITE OR THE PURCHASE BENEFITS.

THIS IS A COMPREHENSIVE LIMITATION OF LIABILITY THAT APPLIES TO ALL LOSSES AND DAMAGES OF ANY KIND (WHETHER GENERAL, SPECIAL, CONSEQUENTIAL, INCIDENTAL, EXEMPLARY OR OTHERWISE, INCLUDING, WITHOUT LIMITATION, LOSS OF DATA, INCOME OR PROFITS), WHETHER IN CONTRACT, NEGLIGENCE OR OTHER TORTIOUS ACTION, EVEN IF AN AUTHORIZED REPRESENTATIVE OF MDG HAS BEEN ADVISED OF OR SHOULD HAVE KNOWN OF THE POSSIBILITY OF SUCH DAMAGES.

IF THE PURCHASE BENEFITS CLUB SUBSCRIBER IS DISSATISFIED WITH MDG'S WEB SITE OR ANY CONTENT ON MDG'S SITE, OR WITH MDG'S PURCHASE BENEFITS TERMS, PURCHASE BENEFITS CLUB SUBSCRIBER'S SOLE AND EXCLUSIVE REMEDY IS TO DISCONTINUE USING MDG'S WEB SITE AND/OR CANCEL THE PURCHASE BENEFITS. PURCHASE BENEFITS CLUB SUBSCRIBER ACKNOWLEDGES, BY HIS USE OF MDG'S WEB SITE, THAT HIS USE OF THE WEB SITE IS AT HIS SOLE RISK.

APPLICABLE LAW MAY NOT ALLOW THE LIMITATION OF LIABILITY SET FORTH ABOVE, SO THIS LIMITATION OF LIABILITY MAY NOT APPLY TO THE PURCHASE BENEFITS CLUB SUBSCRIBER. IF ANY PART OF THIS LIMITATION ON LIABILITY IS FOUND TO BE INVALID OR UNENFORCEABLE FOR ANY REASON, THEN THE AGGREGATE LIABILITY OF MDG UNDER SUCH CIRCUMSTANCES FOR LIABILITIES THAT OTHERWISE WOULD HAVE BEEN LIMITED SHALL NOT EXCEED THE MONTHLY COST OF THE PURCHASE BENEFITS AS SET OUT IN SECTION 4.

While MDG strives to provide accurate product and pricing information, pricing, pictorial or typographical errors may occur. Please see MDG's Terms & Conditions <http://www.mdg.com/content/terms/?PID=mdgusahomepage>, and Disclaimer <http://www.mdg.com/content/disclaimer/?PID=mdgusahomepage> for further details.

MDG will be released from, and in no event, will MDG be liable or responsible for, any and all claims in respect of any loss or damage suffered in connection with the Purchase Benefits by the Purchase Benefits Club Subscriber or others that same is caused by:

- a. Any errors or omissions in MDG sources including but not limited to its website
- b. Loss or theft of a benefit or privilege
- c. Suspension or termination of the Purchase Benefits for any reason
- d. Suspension or termination of the closing of a Purchase Benefits Club Subscriber's Purchase Benefits and/or account, or the cancellation or invalidation of any or all benefits
- e. Failure by MDG to send a Purchase Benefits Club Subscriber any emails as set out in these Terms.

15. Governing Law

ANY CLAIM ARISING IN ANY WAY OUT OF THE PURCHASE BENEFITS WILL BE GOVERNED BY DELAWARE LAW.

16. Arbitration of Disputes

RESOLUTION OF DISPUTES: BY ACCEPTING THESE TERMS, THE PURCHASE BENEFITS CLUB SUBSCRIBER ACCEPTS THAT HE HAS READ THIS PROVISION CAREFULLY AND UNDERSTANDS THAT IT LIMITS HIS RIGHTS IN THE EVENT OF A DISPUTE BETWEEN HIMSELF AND MDG. THE PURCHASE BENEFITS CLUB SUBSCRIBER UNDERSTANDS THAT HE HAS THE RIGHT TO REJECT THIS PROVISION AS PROVIDED IN PARAGRAPH (b) BELOW. If the Purchase Benefits Club Subscriber is a "Covered Borrower" as defined by the Military Lending Act (32 CFR §232, as amended from time to time) at the time of entering into the Purchase Benefits Club Subscription Privileges and Conditions, this section 16 Arbitration of Disputes, is not applicable and the Purchase Benefits Club Subscriber does not need to opt out of or take any action to ensure inapplicability.

- a. Either party to the Purchase Benefits, or any subsequent holder, may, at its sole election, require that the sole and exclusive forum and remedy for resolution of a Claim be final and binding arbitration pursuant to this section 16 (the "Arbitration Provision"), unless the Purchase Benefits Club Subscriber opts out as provided in section 16 (b) below. As used in this Arbitration Provision, "Claim" shall include any past, present, or future claim, dispute, or controversy involving the Purchase Benefits Club Subscriber (or persons claiming through or connected with the Purchase Benefits Club Subscriber), on the one hand, and us and/or any subsequent holder (or persons claiming through or connected with MDG and/or the subsequent holders), on the other hand, relating to or arising out of this Purchase Benefits, any Loan Agreement and Promissory Note (s), the Site, and/or the activities or relationships that involve, lead to, or result from any of the foregoing, including (except to the extent provided otherwise in the last sentence of section 16 (f) below) the validity or enforceability of this Arbitration Provision, any part thereof, or the entire Purchase Benefits. Claims are subject to arbitration regardless of whether they arise from contract; tort (intentional or otherwise); a constitution, statute, common law, or principles of equity; or otherwise. Claims include matters arising as initial claims, counter-claims, cross-claims, third-party claims, or otherwise. The scope of this Arbitration Provision is to be given the broadest possible interpretation that is enforceable.
- b. The Purchase Benefits Club Subscriber may opt out of this Arbitration Provision for all purposes by sending an arbitration opt out notice to us at MDG USA Inc., 3422 Old Capitol Trail, PMB# 1993, Wilmington, DE 19808, Attention: Legal Department, **which is received at the specified address within 30 days of the date of the Purchase Benefits Club Subscriber's electronic acceptance of the terms of the Purchase Benefits Club Subscription Privileges and Conditions.** The opt out notice must clearly state that the Purchase Benefits Club Subscriber is rejecting arbitration; identify the Purchase Benefits Club Subscription Privileges and Conditions to which it applies by date; provide the Purchase Benefits Club Subscriber's name, address, and social security number; and be signed by the Purchase Benefits Club Subscriber. The Purchase Benefits Club Subscriber may send an opt out notice in any manner he sees fit as long as it is received at the specified address within the specified time. No other methods can be used to opt out of this Arbitration Provision. If the opt out notice is sent on the Purchase Benefits Club Subscriber's behalf by a third

party, such third party must include evidence of his or her authority to submit the opt out notice on the Purchase Benefits Club Subscriber's behalf.

- c. The party initiating arbitration shall do so with the American Arbitration Association (the "AAA") or Judicial Alternatives and Mediation Services ("JAMS"). The arbitration shall be conducted according to, and the location of the arbitration shall be determined in accordance with, the rules and policies of the administrator selected, except to the extent the rules conflict with this Arbitration Provision or any countervailing law. If the Purchase Benefits Club Subscriber has any questions concerning the AAA or would like to obtain a copy of the AAA arbitration rules, the Purchase Benefits Club Subscriber may call 1(800) 778-7879 or visit the AAA's web site at: www.adr.org. If the Purchase Benefits Club Subscriber has any questions concerning JAMS or would like to obtain a copy of the JAMS arbitration rules, he may call 1(800) 352-5267 or visit their web site at: www.jamsadr.com. In the case of a conflict between the rules and policies of the administrator and this Arbitration Provision, this Arbitration Provision shall control, subject to countervailing law, unless all parties to the arbitration consent to have the rules and policies of the administrator apply.
- d. If we (or the subsequent holder) elect arbitration, we (or the subsequent holder, as the case may be) shall pay all the administrator's filing costs and administrative fees (other than hearing fees). If the Purchase Benefits Club Subscriber elects arbitration, filing costs and administrative fees (other than hearing fees) shall be paid in accordance with the rules of the administrator selected, or in accordance with countervailing law if contrary to the administrator's rules. We (or the subsequent holder, as the case may be) shall pay the administrator's hearing fees for one full day of arbitration hearings. Fees for hearings that exceed one day will be paid by the party requesting the hearing, unless the administrator's rules or applicable law require otherwise, or the Purchase Benefits Club Subscriber request that we (or the subsequent holder) pay them and we agree (or the subsequent holder agrees) to do so. Each party shall bear the expense of its own attorney's fees, except as otherwise provided by law. If a statute gives the Purchase Benefits Club Subscriber the right to recover any of these fees, these statutory rights shall apply in the arbitration notwithstanding anything to the contrary herein.
- e. Within 30 days of a final award by the arbitrator, any party may appeal the award for reconsideration by a three-arbitrator panel selected according to the rules of the arbitrator administrator. In the event of such an appeal, any opposing party may cross-appeal within 30 days after notice of the appeal. The panel will reconsider de novo all aspects of the initial award that are appealed. Costs and conduct of any appeal shall be governed by this Arbitration Provision and the administrator's rules, in the same way as the initial arbitration proceeding. Any award by the individual arbitrator that is not subject to appeal, and any panel award on appeal, shall be final and binding, except for any appeal right under the Federal Arbitration Act ("FAA"), and may be entered as a judgment in any court of competent jurisdiction.
- f. We agree not to invoke our right to arbitrate an individual Claim the Purchase Benefit Club Subscriber may bring in Small Claims Court or an equivalent court, if any, so long as the Claim is pending only in that court. NO ARBITRATION SHALL PROCEED ON A CLASS, REPRESENTATIVE, OR COLLECTIVE BASIS (INCLUDING AS PRIVATE ATTORNEY GENERAL ON BEHALF OF OTHERS), EVEN IF THE CLAIM OR CLAIMS THAT ARE SUBJECT OF THE ARBITRATION HAD PREVIOUSLY BEEN ASSERTED (OR COULD HAVE BEEN ASSERTED) IN A COURT AS CLASS REPRESENTATIVE, OR COLLECTIVE ACTIONS IN A COURT. Unless consented to in writing by all parties to the arbitration, no party to the arbitration may join, consolidate, or otherwise bring claims for or on behalf of two or more individuals or unrelated corporate entities in the same arbitration unless those persons are parties to a single transaction. Unless consented to in writing by all parties to the arbitration, an award in arbitration shall determine the rights and obligations of the named parties only, and only with respect to the claims in arbitration, and shall not (a) determined the rights, obligations, or interests of anyone other than a named party, or resolve any Claim of anyone other than a named party; nor (b) make an award for the benefit of, or against, anyone other than a named party. No administrator or arbitrator

shall have the power or authority to waive, modify, or fail to enforce this Section 13 (f) Arbitration of Disputes, and any attempt to do so, whether by rule, policy, arbitration decision or otherwise, shall be invalid and unenforceable. Any challenge to the validity of this Section 13 (f) Arbitration of Disputes shall be determined exclusively by a court and not by the administrator or any arbitrator.

- g. This Arbitration Provision is made pursuant to a transaction involving interstate commerce and shall be governed by and enforceable under the FAA. The arbitrator will apply substantive law consistent with the FAA and applicable statutes of limitations. The arbitrator may award damages or other types of relief permitted by applicable substantive law, subject to the limitations set forth in this Arbitration Provision. The arbitrator will not be bound by judicial rules of procedure and evidence that would apply in a court. The arbitrator shall take steps to reasonably protect confidential information.
- h. This Arbitration Provision shall survive (i) suspension, termination, revocation, closure, or amendments to this Purchase Benefits; (ii) the bankruptcy or insolvency of any party or other person; and (iii) any transfer of any loan of Credit Agreement and Disclosure Statement or any other promissory note(s) which you owe, or any amounts owed on such loans or notes, to any other person or entity. If any portion of this Arbitration Provision other than subsection (f) is deemed invalid or unenforceable, the remaining portions of this Arbitration Provision shall nevertheless remain valid and in force. If an arbitration is brought on a class, representative, or collective basis, and the limitations on such proceedings in subsection (f) are finally adjudicated pursuant to the last sentence of subsection (f) to be unenforceable, then no arbitration shall be had. In no event shall any invalidation be deemed to authorize an arbitrator to determine Claims or make awards beyond those authorized in this Arbitration Provision.

MDG AND THE PURCHASE BENEFITS CLUB SUBSCRIBER ACKNOWLEDGE THAT THEY HAVE A RIGHT TO LITIGATE CLAIMS THROUGH A COURT BEFORE A JUDGE OR JURY, BUT WILL NOT HAVE THAT RIGHT IF ANY PARTY ELECTS ARBITRATION PURSUANT TO THIS ARBITRATION PROVISION. MDG AND THE PURCHASE BENEFITS CLUB SUBSCRIBER HEREBY KNOWINGLY AND VOLUNTARILY WAIVE THEIR RIGHTS TO LITIGATE SUCH CLAIMS IN A COURT BEFORE A JUDGE OR JURY UPON ELECTION OF ARBITRATION BY ANY PARTY.

17. Privacy

MDG respects a Purchase Benefits Club Subscriber's right to privacy. Our privacy policy outlines our policies and practices in detail. Please view/read the MDG Privacy Policy that is available at <http://www.mdg.com/content/privacy/?PID=mdgusahomepage>.

18. State-By-State Variations

Depending on the Purchase Benefits Club Subscriber's State, applicable State law shall apply if inconsistent with any Terms herein.