

MDG BENEFITS CLUB SUBSCRIPTION TERMS AND CONDITIONS

Optional subscription. Enrolling in the MDG Benefits Club is not required for credit approval or for any particular credit terms. Declining to enroll will not affect your eligibility, credit limit, rate, fees, or any other term of credit.

Note: In this document we will use the term "MDG" or "us" or "we" to describe MDG USA Inc. and/or its affiliates.

By enrolling in the MDG Benefits Club (the "Club Subscription"), you ("Subscriber") agree to be bound by these MDG Club Subscription Terms and Conditions ("Terms"). MDG may amend these Terms or any feature of the Club Subscription at any time in our sole discretion. For any material change, we will give you at least thirty (30) days' advance notice (or such longer period as required by applicable law) by e-mail to the address on file and/or by posting the revised Terms on our website. The amended Terms will take effect on the date stated in the notice.

'Subscriber' means any individual who holds an active Club Subscription.

THESE TERMS INCLUDE A BINDING ARBITRATION AGREEMENT, CLASS ACTION WAIVER, AND JURY TRIAL WAIVER THAT AFFECTS YOUR RIGHTS. IN ARBITRATION, THERE IS NO JUDGE OR JURY AND LESS DISCOVERY AND APPELLATE REVIEW THAN IN COURT. PLEASE CAREFULLY REVIEW THE DISPUTE RESOLUTION SECTION BELOW.

1. Eligibility

A. Age

Club Subscription is available to all qualifying individuals 18 years of age and over. By enrolling in or participating in the Club Subscription, you represent and warrant that you have reached the age of majority.

B. Email and Electronic Communications

You must provide and maintain a valid email address and promptly update your MDG account ("Account") with any changes, and you acknowledge and expressly consent to receipt of electronic communications from MDG about your Club Subscription and promotional offers.

C. Resellers

Resellers are excluded from participating in the Club Subscription. If we, in our sole discretion, determine you to be a reseller, your account may be terminated in accordance with Section 7 below.

D. Club Subscriber must have a valid U.S. address.

E. MDG reserves the right to refuse, decline or cancel Club Subscription at any time, and Club Subscription may be terminated at MDG's discretion and without cause.

2. Benefits

A. Club Subscriber Pricing

Club Subscriber purchases of certain products and services may be eligible for discounts or reduced Club Subscriber pricing at MDG.com ("Club Subscriber Pricing"). These are limited-time offers and subject to offer limitations communicated by us. The Club Subscriber agrees to pay MDG any sales, excise, use or ad valorem tax that is imposed on the sale price of the items purchased, which may be based on the price before any discounts or promotions.

B. Early Club Subscriber access

Club Subscriber enjoys priority access to our latest products before they are available to the general public.

C. Exclusive SKUs

Club Subscriber receive priority access to limited-run and exclusive SKUs offered by MDG.

D. Price Drop Guarantee

If MDG reduces the price of a product within 90 days of a Club Subscriber's purchase, the Club Subscriber is eligible to receive a credit or refund for the difference between the original purchase price and the new lower price (a "Price Drop Guarantee Credit"). Eligible Price Drop Guarantee Credits will be issued to the original form of payment used for the qualifying purchase.

To receive a Price Drop Guarantee Credit:

1. The Club Subscriber must provide supporting information or documentation showing that MDG reduced the price of the identical product within 90 days of the original purchase date.
2. It is the Club Subscriber's responsibility to apply for the Price Drop Guarantee Credit by contacting MDG Customer Care at 1-800-906-0975 ext. 352 within 95 calendar days of the original purchase date with the required supporting information and/or documentation.
3. The credit will only be issued:
 - For a price drop on an identical product to the one purchased, and
 - If the Club Subscriber was an active Club Subscriber both at the time of the price drop and at the time of the credit request.

E. Payment Skip

If you have credit with MDG, subject to the terms and conditions below, you may request to skip one or more upcoming payments.

Eligibility for the Payment Skip requires that at least ninety (90) days have elapsed since the invoice date of the order, and that any prior payment skip occurred no less than ninety (90) days prior to the current request. Customers on non-monthly payment plans may skip up to two (2) payments per request; customers on monthly payment plans may skip one (1) payment per request. This benefit is available only if no other requests to skip payments, move payment dates, or change payment plans are pending at the time of the request. The Payment Skip is only available if your account is in good standing and current. Interest continues to accrue during any skipped or rescheduled period as provided in your Credit Agreement.

F. Change Scheduled Payment

Club Subscribers may reschedule a payment to one of the next scheduled payment dates, provided the selected date falls within thirty (30) calendar days of the original due date. The earliest eligible rescheduled date must be at least two (2) business days after the date the rescheduling request is made.

The 30-day rescheduling window excludes weekends and statutory holidays.

G. No NSF Fee

If a Subscriber fails to make a scheduled payment, the Subscriber may, within seven (7) calendar days of the missed payment date, reschedule that payment once to a new date that is no more than thirty (30) calendar days after the original due date. Failure to reschedule within this window, or failure of the rescheduled payment to clear, may result in applicable returned payment fee. A maximum of two (2) fee waivers may be granted on the Subscriber's account in any rolling twelve-month period, provided that a minimum of six (6) months elapses between each waived fee.

H. Automatic Monthly Credit Limit Reviews

As a benefit of Club Subscription, your account is automatically reviewed each month to assess eligibility for credit limit adjustment. Reviews are based on account activity, payment history, and other relevant factors. Your credit limit may increase or decrease. We'll notify you of any changes. Club enrollment does not guarantee an increase and is not required for MDG to review or adjust limits. MDG periodically reviews all active credit accounts. Subscribers receive priority processing of these routine reviews.

Club Subscriber may receive additional benefits identified by MDG from time to time. You are encouraged to visit MDG Club Subscriber benefits for a summary.

3. Club Subscription Fee

You agree to pay a recurring biweekly fee of \$8.95, totaling \$232.70 annually (plus any applicable taxes) ("Fee"). The Fee will not be charged until the earlier of: (a) 30 days after enrollment, or (b) the day you make your first transaction through MDG.com. After that, the Fee will be debited from a separate payment method you designate other than the open-end credit account offered in connection with MDG transactions. The fee is a service fee and not a finance charge or other cost of credit. Enrollment is optional and your credit terms are unaffected if you decline.

Automatic Renewal. Your Club Subscription will automatically renew at the then current rate until you cancel. Unless you cancel at least three (3) business days before your next billing date, you authorize MDG USA Inc. and its designated payment processor to automatically debit your payment method on file every two weeks.

By agreeing to these terms, you authorize MDG to initiate recurring ACH debit entries from your bank account or other designated payment method. This authorization will remain in effect until you cancel your Club Subscription or revoke this authorization by contacting MDG at least three (3) business days before your next scheduled payment.

Cancellation or revocation of your ACH authorization does not relieve you of any payment obligations already incurred.

4. Privacy Policy

The information you provide as a Club Subscriber will be handled according to the MDG Privacy Policy. If you are interested in learning more about MDG privacy practices, please contact MDG at 1-800-906-0975 or visit MDG.com/Privacy.

5. Terms May Vary

Occasionally MDG tests new products, services or promotions. If you choose to participate, the terms and conditions in such tests may vary from the Terms. We will identify the changes when different terms and conditions apply.

6. Limitations

You may not transfer or assign your Club Subscription or any benefits. Additional restrictions may apply to MDG employees.

7. Club Subscription Cancellation

You may cancel your Club Subscription at any time. To exercise this right, you must deliver, mail, or email a signed and dated notice that states, "I cancel my MDG Benefits Club Subscription," to MDG USA Inc., Attn: Club Cancellations, 3422 Old Capitol Trail #1993, Wilmington, DE 19808, or support@mdg.com. If you mail the notice, it is effective when post-marked. MDG will accept any other written form that clearly indicates your decision to cancel. If you subscribed by phone, you may cancel your subscription by calling MDG on phone 1-800-906-0976 ext. 352.

We reserve the right to deny future Club Subscription if we deem your conduct to violate these Terms. Our failure to insist upon or enforce your strict compliance with these Terms will not constitute a waiver of any of our rights.

Canceling the Club does not affect any credit agreement you may have.

8. Club Subscriber Communications

For information about your Club Subscription, contact MDG by email at support@mdg.com or phone (1-800-906-0976) with your PERSON ID.

Or you can contact us by mail at:

MDG Club

3422 Old Capitol Trail #1993

Wilmington, DE 19808

We may amend these Terms or any feature of the Club Subscription at any time in our sole discretion. For any material change, we will give you at least thirty (30) days' advance notice (or such longer period as required by applicable law) by e-mail to the address on file and/or by posting the revised Terms on our website. The amended Terms will take effect on the date stated in the notice.

If you do not agree to an amendment, you may cancel your Club Subscription at any time before the effective date without penalty, and we will refund any prepaid subscription fees attributable to the period after cancellation. Your continued use of the Club Subscription after the effective date constitutes your acceptance of the amended Terms.

If any amended provision is held to be invalid, void or unenforceable, that provision will be severed and the remaining Terms will remain in full force and effect.

9. General Information

The Club Subscription is brought to you by MDG USA INC. Club Subscription Terms are void where and to the extent prohibited by law. Taxes may apply where required by law.

10. Indemnification

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 Club Subscription.

11. Limitation of Liability

IN NO EVENT WILL WE OR OUR DIRECTORS, OFFICERS, EMPLOYEES, AGENTS OR OTHER REPRESENTATIVES BE LIABLE FOR ANY DIRECT, INDIRECT, SPECIAL, INCIDENTAL, OR CONSEQUENTIAL DAMAGES, OR ANY OTHER DAMAGES OF ANY KIND, ARISING OUT OF OR RELATED TO THE CLUB SUBSCRIPTION. OUR TOTAL LIABILITY, WHETHER IN CONTRACT, WARRANTY, TORT (INCLUDING NEGLIGENCE) OR OTHERWISE, WILL NOT EXCEED THE LAST CLUB SUBSCRIPTION FEE YOU PAID. THESE EXCLUSIONS AND LIMITATIONS OF LIABILITY WILL APPLY TO THE FULLEST EXTENT PERMITTED BY LAW AND WILL SURVIVE CANCELLATION OR TERMINATION OF YOUR CLUB SUBSCRIPTION. THE LIMITATIONS SET FORTH IN THIS SECTION WILL NOT LIMIT OR EXCLUDE LIABILITY FOR MDG'S GROSS NEGLIGENCE, INTENTIONAL, WILLFUL, RECKLESS, OR MALICIOUS MISCONDUCT, OR FRAUD.

12. Dispute Resolution (Including Arbitration Agreement; Class Action Waiver; Jury Trial Waiver)

PLEASE READ THIS DISPUTE RESOLUTION SECTION CAREFULLY. IT AFFECTS YOUR LEGAL RIGHTS. IT PROVIDES FOR THE RESOLUTION OF MOST DISPUTES (AS SET FORTH BELOW) THROUGH INDIVIDUAL ARBITRATION INSTEAD OF COURT TRIALS AND CLASS ACTIONS. ARBITRATION IS LESS FORMAL THAN A LAWSUIT IN COURT, USES A NEUTRAL ARBITRATOR INSTEAD OF A JUDGE OR JURY, AND DISCOVERY IS MORE LIMITED. ARBITRATION AWARDS ARE FINAL AND BINDING AND SUBJECT TO ONLY LIMITED REVIEW BY A COURT. THIS SECTION ALSO CONTAINS A JURY TRIAL WAIVER AND A WAIVER OF ANY AND ALL RIGHTS TO PROCEED IN A CLASS, COLLECTIVE, CONSOLIDATED, PRIVATE ATTORNEY GENERAL, OR REPRESENTATIVE ACTION IN ARBITRATION OR IN LITIGATION TO THE FULLEST EXTENT PERMITTED BY APPLICABLE LAW.

ARBITRATION AND WAIVER OF CLASS ACTION

You and the We agree that we shall attempt to informally settle any and all disputes arising out of, affecting, or relating to your accounts, or the products or services we have provided, will provide or have offered to provide to you, and/or any aspect of your relationship with us (hereafter referred to as the "Claims"), whether such Claims are in contract, tort, statute, or otherwise. Attempts to informally settle the Claims shall include a written exchange of information describing the Claims, the basis for the Claims, and the relief sought, and then an in-person meeting (or a meeting by Zoom or similar electronic means) to discuss, in good faith, potential resolution of the Claims. If the Claims cannot be resolved informally, then you and we agree that any and all Claims that are threatened, made, filed or initiated after the Effective Date (defined below) of this Arbitration and Waiver of Class Action provision ("Arbitration Agreement"), even if the Claims arise out of, affect or relate to conduct that occurred prior to the Effective Date, shall, at the election of either you or us, be resolved by binding arbitration. The arbitration shall be administered by National Arbitration and Mediation ("NAM") or The American Arbitration Association ("AAA") (to be selected by the person initiating or seeking to compel arbitration) in accordance with their rules and procedures applicable to the Claims at issue, including rules applicable to mass arbitrations ("Rules"). The Rules can be obtained on the NAM or AAA websites free of charge at www.namadr.com or www.adr.org. If NAM and AAA are not available or unwilling to administer the arbitration, then you and we shall attempt to mutually agree to an alternative arbitration forum, or, if you and we cannot agree to an alternative forum, then you can select the alternative arbitration forum. An arbitration before an alternative forum shall be conducted in accordance with that forum's rules, including rules applicable to mass arbitrations.

Either you or we may elect to resolve a particular Claim through arbitration, even if one of us has already initiated litigation in court related to the Claim, by: (a) making written demand for arbitration upon the other party, (b) initiating arbitration against the other party, or (c) filing a motion to compel arbitration in court. **AS A RESULT, IF EITHER YOU OR WE ELECT TO RESOLVE A PARTICULAR CLAIM THROUGH ARBITRATION, YOU WILL GIVE UP YOUR RIGHT TO GO TO COURT TO ASSERT OR DEFEND YOUR RIGHTS UNDER THIS ACCOUNT AGREEMENT (EXCEPT FOR CLAIMS BROUGHT INDIVIDUALLY WITHIN MAGISTRATE COURT JURISDICTION, SOMETIMES REFERRED TO AS SMALL CLAIMS COURT, SO LONG AS THE CLAIM REMAINS IN MAGISTRATE COURT).** This Arbitration Agreement shall be interpreted and enforced in accordance with the Federal Arbitration Act set forth in Title 9 of the U.S. Code to the fullest extent possible, notwithstanding any state law to the contrary, regardless of the origin or nature of the Claims at issue.

This Arbitration Agreement does not prevent you from submitting any issue relating to your accounts for review or consideration by a federal, state, or local governmental agency or entity, nor does it prevent such agency or entity from seeking relief on your behalf.

This Arbitration Agreement shall not apply to: (i) claims that are or can be initiated in or transferred to Magistrate or Small Claims court or a comparable court of limited monetary jurisdiction, so long as they are prosecuted individually; (ii) actions initiated by or against "covered borrowers" under the Military Lending Act; (iii) claims involving residential mortgage secured loans covered by Regulation Z; or (iv) any other claims where arbitration is prohibited by law at the time the arbitration is commenced.

a. Selection of Arbitrator. The Claims shall be resolved by a single arbitrator. The arbitrator shall be selected in accordance with the Rules (or, if applicable, an alternative forum's rules), and must have experience in the types of financial transactions at issue in the Claims. In the event of a conflict between the Rules and this Arbitration Agreement, this Arbitration Agreement shall supersede the conflicting Rules only to the extent of the inconsistency.

b. Effective Date. This Arbitration Agreement is effective upon the 31st day after we provide it to you or the date you open an account, whichever occurs first ("Effective Date"), unless you opt-out in accordance with the requirements of the RIGHT TO OPT-OUT provision below.

c. Arbitration Proceedings. The arbitration shall be conducted within 50 miles of your residence at the time the arbitration is commenced, or remotely by Zoom or other electronic means if required by the Rules or approved by the arbitrator. If you initiate and arbitration, then the arbitration demand shall be sent to us at the following address: MDG USA INC., Attn: Legal Department, 3422 Old Capitol Trail #1993, Wilmington, Delaware 19808 or email to Compliance@mdg.com. If we initiate arbitration, then the demand shall be sent to the most recent address for you as maintained in our records. Any claims and defenses that can be asserted in court can be asserted in the arbitration. The arbitrator shall be entitled to award the same remedies that a court can award, including injunctive relief. The arbitrator shall follow the law and shall not be entitled to make errors of law. Discovery shall be available for non-privileged information to the fullest extent permitted under the Rules or rules applicable to an alternative forum. The arbitrator's award can be entered as a judgment in court. Except as provided by applicable statutes, the arbitrator's award is not subject to review by the court and it cannot be appealed, provided, however, that either party may appeal to any court with jurisdiction to the extent the arbitrator makes an error of law.

Notwithstanding anything to the contrary in the Rules, if a mass arbitration is initiated, then the arbitrator shall require the parties to first arbitrate up to five (5) bellwether cases with two (2) being selected by the claimants' counsel, two being selected by the respondent's counsel, and one (1) being selected by the arbitrator. The arbitrator may decide to apply the findings and conclusions in the bellwether cases to some or all of the other mass arbitration claims.

We shall pay for any filing, administration, and arbitrator fees imposed on you by NAM (or the applicable arbitration forum), except if you are the claimant seeking relief in an individual arbitration, in which case you shall be responsible for: the first \$200 of the filing fees, whatever amount is required by NAM or AAA, or the amount you would be required to pay to file a claim in the applicable court, whichever is the greatest. If you are a claimant in a mass arbitration, the fees applicable to mass arbitrations shall apply. You will be responsible for your own attorneys' fees. The arbitrator shall be entitled to award attorneys' fees and costs to the prevailing party in the arbitration if permitted by applicable law or applicable Rules. Nothing contained in this Arbitration Agreement shall prevent either you or us from applying to any court of competent jurisdiction for emergency provisional relief, such as a temporary restraining order, a temporary protective order, an attachment or any other pre-judgment remedies. Nor shall anything contained in this Arbitration Agreement prevent either you or us from exercising self-help remedies, including non-judicial foreclosure, repossession, or set off.

Any determination as to whether this Arbitration Agreement is valid or enforceable in part or in its entirety will be made solely by the arbitrator, including without limitation any issues relating to whether a Claim is subject to arbitration; provided, however, the enforceability of the Class Action Waiver set forth below shall be determined by the Court.

d. Class Action Waiver. ANY ARBITRATION OF A CLAIM SHALL BE ON AN INDIVIDUAL BASIS. YOU UNDERSTAND AND AGREE THAT YOU ARE WAIVING THE RIGHT TO PARTICIPATE AS A CLASS REPRESENTATIVE OR CLASS MEMBER IN A CLASS ACTION LAWSUIT.

e. Severability. In the event the Class Action Waiver in this Arbitration Agreement is found to be unenforceable for any reason, the remainder of this Arbitration Agreement shall also be unenforceable. If any provision in this Arbitration Agreement, other than the Class Action Waiver, is found to be unenforceable, the remaining provisions shall remain fully enforceable.

f. Right to Opt-Out. You have the right to opt-out of this Arbitration Agreement, and it will not affect any other terms and conditions of your agreement or relationship with us. To opt out, you must notify us in writing of your intent to do so within 30 days after the Arbitration Agreement was provided to you. Your opt-out will not be effective and you will be deemed to have consented and agreed to the Arbitration Agreement unless your notice of intent to opt out is received by us in writing sent to MDG USA INC. Attn: Legal Department, 3422 Old Capitol Trail #1993, Wilmington, Delaware 19808, or email to Compliance@mdg.com within such 30-day time period. Your notice of intent to opt out can be a letter that is signed by you or an email sent by you that states "I elect to opt out of the Arbitration Agreement" or any words to that effect. Your election to opt out shall only apply to this Arbitration Agreement. If Claims you have or may have are covered by another arbitration agreement between you and us, then the rules and terms of that arbitration agreement shall apply.

FOR MORE DETAILS or if you have questions, you may call us. If you have questions about NAM procedures, you should check NAM's website, www.namadr.com. If you have questions about AAA procedures, you should check AAA's website, www.adr.org

You and we agree to waive any right to bring or to participate in such an action in arbitration or in court to the fullest extent allowable by applicable law. Notwithstanding the foregoing, the parties retain the right to participate in a class-wide settlement.

To the fullest extent permitted by applicable law, you and we waive the right to a jury trial.

13. Applicable Law and Venue

THE FEDERAL ARBITRATION ACT AND APPLICABLE FEDERAL LAW (OR IN THE ABSENCE OF APPLICABLE FEDERAL LAW, THEN THE LAWS OF THE STATE OF DELAWARE), WITHOUT REGARD TO PRINCIPLES OF CONFLICT OF LAWS, WILL GOVERN THESE TERMS AND APPLY TO ANY DISPUTES BETWEEN YOU AND MDG. UNLESS YOU AND MDG AGREE OTHERWISE, TO THE FULLEST EXTENT PERMITTED BY APPLICABLE LAW, THE STATE AND FEDERAL COURTS THAT ENCOMPASS NEW CASTLE COUNTY, DELAWARE SHALL HAVE EXCLUSIVE JURISDICTION OVER ANY DISPUTES (EXCEPT FOR CLAIMS BROUGHT IN SMALL CLAIMS COURT) THAT ARE NOT SUBJECT TO ARBITRATION, THAT ARE OPTED OUT OF ARBITRATION PURSUANT TO THESE TERMS, OR OVER ANY ACTION THAT SEEKS TO ENFORCE OR CHALLENGE THE ENFORCEABILITY OF THE ARBITRATION AGREEMENT OR ANY PROVISION OF THE ARBITRATION AGREEMENT OR THESE TERMS. YOU AND MDG CONSENT TO THE EXCLUSIVE JURISDICTION OF THOSE COURTS AND WAIVE ANY OBJECTIONS AS TO PERSONAL JURISDICTION OR AS TO THE LAYING OF VENUE IN SUCH COURTS BECAUSE OF (1) INCONVENIENT FORUM OR (2) ANY OTHER BASIS OR RIGHT TO SEEK TO TRANSFER OR CHANGE VENUE OF ANY SUCH ACTION TO ANOTHER COURT.

14. Severability

If any provision of these Terms is found to be unlawful, void, or for any reason unenforceable, then that provision shall be deemed to be severed from the rest of these Terms and shall not affect that validity and enforceability of any remaining provisions.

YOU MAY CANCEL THIS CONTRACT, WITHOUT ANY PENALTY OR OBLIGATION, AT ANY TIME BEFORE MIDNIGHT OF THE THIRD BUSINESS DAY AFTER THE DATE YOU SIGN IT. IF YOU CANCEL, ANY PAYMENTS MADE BY YOU UNDER THIS CONTRACT WILL BE RETURNED WITHIN TEN BUSINESS DAYS AFTER RECEIPT OF YOUR CANCELLATION NOTICE.