Dr. Drop

Terms and Conditions of Service

Last Updated: October 21, 2026

These Website and Services Terms and Conditions (the "Terms") are entered into between you ("you," or "User") and Dr. Drop, Inc. ("Company," "we," "us," and "our"). These Terms govern your access to and use of Company informational website and any Company services offered on our website located at www.drdrop.com (the "Website"), including any of our testing and treatment services ("Services") or other content or functionality offered on or through the Website. The Website is published, owned, and operated by the Company.

By accessing, browsing, submitting information to and/or using the Website, you agree and acknowledge on your own behalf that you have read, understand and agree to be bound by these Terms and to comply with all applicable laws including, without limitation, all federal, state and local tax and tariff laws, regulations, and/or directives. These Terms contain very important information regarding your rights and obligations, as well as conditions, limitations, and exclusions that might apply to you. Please read these Terms carefully. You may not use the Services if (a) do not agree to these Terms, (b) are not the older of (i) at least 18 years of age or (ii) legal age to form a binding contract with the Company, or (c) are otherwise prohibited from accessing the Website or Services by applicable law. These Terms require the use of arbitration to resolve disputes, rather than jury trials or class actions. If you do not agree to these Terms, please do not accept these Terms, access the Website or use the Services. By accessing, browsing, submitting information to and/or using the Website or Services, you agree and acknowledge on your own behalf that you have read, understand and agree to be bound by these Terms and to comply with all applicable laws including, without limitation, all federal, state and local tax and tariff laws, regulations, and/or directives.

PURPOSE OF THE WEBSITE AND SERVICES

The Website is provided solely for informational purposes and the purposes of enabling communication between you and the Company. The information provided is intended to be general in nature and does not necessarily address all the terms, exclusions, and conditions applicable to our Services.

We do not warrant the accuracy, completeness, or usefulness of this information posted on the Website at any particular time. Any reliance you place on such information is strictly at your own risk. The Company disclaims all liability and responsibility arising from any reliance placed on such content by you or any other visitor to our Website, or by anyone who may be informed of any of its contents. Any information you provide or that is collected by the Company through the Website shall be handled in accordance with the Website's Privacy Policy, which is hereby incorporated by reference. NOTICE: The Company is not a provider of emergency healthcare services and its Services, or any products are not intended for emergency medical treatment. If you are experiencing a medical emergency or medical

condition, please contact your health care provider, go to an emergency room, or otherwise seek emergency medical attention by accessing your emergency services in your area by dialing 9–1–1.

USE OF THE WEBSITE AS A VISITOR

Anyone may view our Website and access the Website to learn about our Company and our Services, to include requesting general information from the Company ("Visitor"). Such access is possible without logging in or creating an account with our Company or using the Services. As a Visitor, the Company grants you a non-exclusive right to access and use the Website and the data, material, content or information herein (collectively, the "Content") solely for your personal use. Your right to access and use the Website shall be limited to non-commercial purposes unless you are otherwise expressly authorized by the Company to use the Website for commercial purposes. You agree to use the Website only for lawful purposes, comply with all rules governing any transactions on and through the Website and comply with applicable laws.

USE OF THE WEBSITE AND SERVICES AS A PATIENT

As a Patient, you will engage our Services through the creation of an account to access such Services ("User Account"), including ordering and paying for allergy tests, the purchase of a blood collection device as part of your initial order, and ongoing management of your Services, including recurring sublingual immunotherapy treatment provided every ninety (90) days. If you are given, or if you create, a User Account (including any password) to access the Services, you are responsible for maintaining the confidentiality and security of your User Account, including all of your passwords. When creating and maintaining a User Account, you agree to provide us with accurate and complete information and detail, as required, and to keep it current. You are solely responsible for all activities that occur under your User Account, and you agree to notify the Company immediately of any unauthorized use of your User Account. The Company is not responsible for any loss that you may incur as a result of any unauthorized person using your User Account or your password.

YOUR REPRESENTATIONS AND OBLIGATIONS

In consideration of use of the Website and in consideration of the Company providing the Services, you represent and warrant that:

- You will use the Website and Services in accordance with these Terms, and all posted Company policies, consents and authorizations.
- All information you provide to the Company is true, accurate, current and complete.
- You are responsible for updating any information provided to the Company to the extent necessary to keep it true, accurate, current and complete.

- You are at least eighteen (18) years of age and lawfully reside in the United States and have full legal authority to enter into these Terms. If you are ordering our Services on behalf of another individual, you hereby warrant and represent you have full legal authority to do so, including any powers of attorney or other legal documents establishing you as the legal parent or guardian of any minor or ward. You agree to fully indemnify the Company for any claims, losses or damages arising from your misrepresentation of this authority.
- You agree to indemnify and hold harmless the Company and its affiliates from and against any and all fines, losses, or other damages resulting from the inaccuracy of any of your representations and warranties set forth in these Terms or your failure to comply with these Terms or Company policies in your access and use of the Website or Services.
- You agree that the Company has full authority to condition, limit or terminate its provision of access to this Website or its Services to you and take any steps necessary for any reason, in its sole discretion, and to verify the accuracy of any information you provide to the Company and any representations and warranties you make to the Company.
- You acknowledge and agree that you are solely responsible for all infrastructure, equipment, devices or software necessary to provide you access to the Website and Services through the Internet, including all related contracts and fees for such access.
- You agree and understand that the Company only accepts cash payments for its Services, including payments through a qualified FSA or HSA. The Company does not accept insurance of any kind. Accordingly, you are solely responsible for any payments for Services due to the Company, including choosing the proper method of payment and using any FSA or HSA funds in accordance with applicable rules and regulations of any such account. .
- You agree to comply with all state, federal and local laws and regulations in any use or access to the Website or Services. You further agree not to resell or transfer the Website or Services or use of or access to the Website or Services.

PROHIBITED USES

You agree that you will not:

- Use another Patient's account;
- Use the Website or Services in any manner that could damage, disable, overburden, or impair the Website or Services or interfere with any other party's use and enjoyment of them;
- Use the Services or Website in any way to assist or benefit a competitor of the Company;
- Upload, post, publish, transmit, reproduce, or distribute in any way, information, software or other material obtained through the Website or Services which is protected by copyright, or other proprietary right, or derivative works with respect thereto, without obtaining permission of the copyright owner or hold of applicable rights;

- Upload, post, publish, reproduce, transmit or distribute in any way any component of the Website or Services derivative works with respect thereto, as the Website is copyrighted as a collective work under U.S. copyright laws;
- Attempt to gain unauthorized access to any account, computer systems or networks associated with the Company, the Website, the Services or the property of any other third-party;
- Reverse engineer, disassemble, decompile, decode, or otherwise attempt to derive or gain access to the source code of the Website or Services, or any part thereof;
- Obtain or attempt to obtain any materials or information through the Website or Services by any means not intentionally made available or provided by the Company;
- Post or transmit any unlawful, fraudulent, libelous, defamatory, obscene, pornographic, profane, threatening, abusive, hateful, offensive, or otherwise objectionable information of any kind, including without limitation any transmissions constituting or encouraging conduct that would constitute a criminal offense, give rise to civil liability, or otherwise violate any local, state, national or foreign law, including without limitation the U.S. export control laws and regulations;
- Post or transmit any advertisements, solicitations, chain letters, pyramid schemes, investment opportunities or schemes or other unsolicited commercial communication (except as otherwise expressly permitted by Company) or engage in spamming or flooding;
- Use any robot, spider, or other automatic device, process or means to access the Website or Services for any purpose, including monitoring or copying any of the material on the Website or Services;
- Introduce any viruses, Trojan horses, worms, logic bombs, or other material which is malicious or technologically harmful;
- Attack the Website or Services via a denial-of-service attack or a distributed denial-of-service attack; or
- Impersonate or attempt to impersonate the Company, a Company employee, another user or any other person or entity (including, without limitation, by using email addresses associated with any of the foregoing).

TEXTING AND PHONE CALLS

You may have the opportunity to receive SMS or “text” messages, pre-recorded voice messages or auto-dialed phone calls from the Company, its affiliates and related entities as well as third parties. Such messaging may be used to authenticate your identity or mobile device, as well as provide you with informational updates about services or products you may have requested. In providing your mobile device number or cell phone number to the Company, you knowingly consent to such communications from or on behalf of the Company or for the Company to use your cell phone number or mobile device number in accordance with the Company’s Privacy Policy. In providing your number and accepting these Terms, you represent that you have the authority to agree to receive text messages at the

telephone number that you provide to the Company, or from which you sent the text message request to us. You further acknowledge that no purchase is required to opt into this service, and you may opt out at any time by following instructions provided in our communications to you.

Not all mobile devices or handsets may be supported by this service. The Company and any mobile carriers are not liable for delayed or undelivered messages. Message and data rates may apply to any text messages. Message frequency depends on the nature of your request. You hereby agree to be responsible for all costs, charges and fees you incur from your service or device provider as a result of choosing to receive such messages from the Company.

ARTIFICIAL INTELLIGENCE

You acknowledge and accept that some of the Company's Services may include the use of artificial intelligence, including machine learning, for the purposes of streamlining your account creation or order process. Any artificial intelligence applied to your Personal Information by the Company, as disclosed here and in the Privacy Policy, is limited solely to internal use of the Company and its authorized service providers. No Personal Information collected or processed by the Company's artificial intelligence in providing the Services will result in the disclosure of your data to third parties other than authorized service providers, unless you explicitly consent to the sharing of such information. The outputs of any Company Artificial Intelligence are subject to human review for accuracy and completeness.

PRIVACY; HIPAA

The Company does not accept insurance of any kind for payment for its Services. Accordingly, while some of the information you provide or access through the Services as Patient may be health-related, the Services and any information you provide directly to the Company is not subject to the Health Insurance Portability and Accountability Act ("HIPAA"), nor is any information "protected health information" as defined under HIPAA. Regardless, the Company seeks to satisfy HIPAA requirements in its collection, processing, storing and sharing personal information, and engaging service providers that do the same, when possible. The foregoing notwithstanding, the Company will always process and safeguard personal information in accordance with its posted privacy policies and applicable law.

THIRD-PARTY WEBSITES

The Website may contain links to websites and platforms controlled or operated by persons and companies other than the Company ("Linked Sites"). Linked Sites are not under the control of the Company, and the Company is not responsible for the contents of any Linked Site, including without limitation any link contained on a Linked Site, or any changes or updates to a Linked Site. The Company is not responsible if the Linked Site is not working correctly or for any viruses, malware, or other harm resulting from your use of a Linked Site. The Company is providing these links to you only as a convenience, and the inclusion of any link does not imply endorsement by the Company of the site or any association with its operators. You are responsible for viewing and abiding by the privacy policies

and terms of use posted on the Linked Sites. You are solely responsible for any dealings with third parties who support the Company or are identified in the Website, including any delivery of and payment for goods and services.

LINKING TO THE WEBSITE AND SOCIAL MEDIA FEATURES

You may link to our homepage, provided you do so in a way that is fair and legal and does not damage our reputation or take advantage of it, but you must not establish a link in such a way as to suggest any form of association, approval, or endorsement on our part without our express written consent.

This Website may provide certain social media features that enable you to:

- Link from your own or certain third-party websites to certain Content on this Website;
- Send emails or other communications with certain Content, or links to certain Content, on this Website;
- Cause portions of Content on this Website to be displayed or appear to be displayed on your own or certain third-party websites.

You may use the feature solely as they are provided by us and solely with respect to the content they are displayed with and otherwise in accordance with any additional terms and conditions we provide with respect to such features, Subject to the foregoing, you must not:

- Establish a link from any website that is not owned by you;
- Cause our Website or any portion of it to be displayed, or appear to be displayed on any other website;
- Link to any part of the Website other than the homepage;
- Otherwise take any action with respect to the Content on this Website that is inconsistent with any other provision of these Terms.

You agree to cooperate with us in causing any unauthorized framing or linking immediately to cease. We reserve the right to withdraw linking permission without notice. We may, in our sole discretion, request that you remove any link to the Website, and upon receipt of such request, you shall immediately remove such link. We may also disable all or any social media features and any link at any time without notice in our sole discretion.

THIRD-PARTY APPLICATIONS

You acknowledge that your access and use of any third-party applications or software on our Website, Services and Content (the “Third-party Applications”) is at your discretion and risk, and the Company has no liability to you arising from your use of the Third-party Applications. The Company hereby disclaims any representation, warranty, or guaranty regarding the Third-party Applications, whether expressed, implied or statutory, including, without limitation, the implied warranties of merchantability

or fitness for a particular purpose, and any representation, warranty, or guaranty regarding the availability, quality, reliability, features, appropriateness, accuracy, completeness, or legality of the Third-party Applications, and you agree to indemnify and hold the Company harmless for any direct, indirect, punitive, incidental, special, or consequential damages, or any damages whatsoever including, without limitation, damages for loss of use, arising out of or in any way connected with your use or performance of the Third-party Applications.

INTELLECTUAL PROPERTY NOTICES

The Website, Services and Content are protected by copyrights, trademarks, or are subject to other proprietary rights. Accordingly, you are not permitted to use the Website or Content in any manner, except as expressly permitted by the Company in these Terms. The Website and Content may not be copied, reproduced, modified, published, uploaded, posted, transmitted, performed, or distributed in any way, and you agree not to modify, rent, lease, loan, sell, distribute, transmit, broadcast, or create derivatives without the express written consent of the Company or applicable owner.

Copyright. You should assume that everything you see or read on the Company's Website is copyrighted unless otherwise noted and may not be used without the written permission of the Company. The Company neither warrants nor represents that your use of materials displayed on the Company's Website will not infringe the rights of third parties. Content, images, photographs, data, or illustrations displayed on the Company's Website is either property of, or used with permission by, the Company. The use of these materials by you, or anyone else authorized by you, is prohibited unless specifically permitted by these Terms or specific permission provided elsewhere on the Company's Website. Any unauthorized use of any Content, images, photographs, or illustrations may violate copyright laws, trademark laws, the laws of privacy and publicity, and communications regulations and statutes.

Trademark. Nothing contained on the Company's Website should be construed as granting or conveying, by implication, or otherwise, any license or right to use any trademark displayed on the Company's Website without the written permission of the Company or such third party that may own a trademark displayed on the Company's Website. Your misuse of the Company's trademark(s) displayed on the Company's Website, or any other Content on the Company's Website, except as provided herein, is strictly prohibited.

TERMS AND CONDITIONS OF SALE; 90-DAY MONEY-BACK GUARANTEE; AUTORENEWAL

- Test Kit and Shipping Fee. To commence use of our Services you agree to order allergy testing. The Company provides the at-home test kit at no charge, and you agree to remit to the Company a shipping fee of $9.95 (the "Shipping Fee"). The Shipping Fee is a one-time fee and is due at checkout, at the time you place your order. Upon payment of the Shipping Fee, we will order your test and collection samples and send them to your address of record.

- Quarterly Fee. Beyond the Shipping Fee, our Services are provided on a recurring subscription basis of every three (3) calendar months ("Quarter") for a fee of $249.00 (the "Quarterly Fee"). Should you test positive for one or more allergies and elect to proceed with our products to address those allergies, you authorize the Company to order your first installment of our allergy drops ("Drops") for your use. Drops are a separate, optional purchase; testing positive does not by itself enroll you in a Drops subscription. Each Drops order is intended to provide enough product to cover 90 days of use. The Company will charge your payment account the first Quarterly Fee on the date your Drops ship to your address of record ("Ship Date").
- 90-Day Money-Back Guarantee. If you are not satisfied with your allergy care, contact the Company within ninety (90) days of a charge and we will refund that charge. To request a refund, email support@drdrop.com with "Refund Request" in the subject line, using the email address associated with your Website account. Refunds are issued to the original payment method. This guarantee applies to the Shipping Fee and to each Quarterly Fee, in each case for ninety (90) days from the date that charge was made.
- Payment accounts. You may use a payment card or bank account to pay all fees for our Services. You can enter such account information into the Company's secure payment portal. All payment card information is securely processed by a contracted service provider. The Company does not store or have access to your payment card account information. You represent and warrant that you have the legal right to use any payment cards or other payment methods utilized in connection with any transaction. By submitting such information, you grant Company the right to provide such information to third parties for the purposes of facilitating the order for our Services initiated by you or on your behalf. You are responsible for keeping your payment information up to date and may update it through the Services. We may cancel your services if we are unable to successfully charge your payment method.
- Services are offered and paid on a Quarter basis (every 90 calendar days).
- If you subscribe to our Services, the subscription for our Services automatically renews on the first business day of each subsequent Quarter following your Ship Date ("Renewal Date").
- Under these Terms, you are free to cancel your subscription any time before your Renewal Date and the payment of your Quarterly Fee.

TERMINATION OF SERVICES; SUBSCRIPTION CANCELLATION POLICY

Termination of Services. You may terminate your use of the Services at any time prior to each Renewal Date without prior notice to the Company by cancelling your subscription to use the Services. You may cancel any Company autorenewal subscription using any of the following methods:

- Online Cancellation Link – available at www.drdrop.com/subscription.
- Your Account – logging into your account at www.drdrop.com, opening your subscription settings, and selecting cancel for the subscription you would like to cancel.

- Email – By emailing support@drdrop.com with "Subscription Cancellation" in the subject line with the same email address associated with your Website account login.

The effective date of the cancellation is the day you cancel your autorenewal subscription. Payments made before cancellation remain eligible for refund under the 90–Day Money-Back Guarantee described above.

Deadline to Avoid Subsequent Quarterly Fee. Cancellation requests must be received before your next quarterly subscription billing cycle commences on the Renewal Date to avoid being charged the Quarterly Fee for the subsequent Quarter.

Effect of Cancellation. Upon cancellation of your auto-renewing quarterly subscription, Company shall have no further obligation to provide you with the product associated with the subscription. For questions regarding this Subscription Cancellation Policy, please contact Company using the information listed in the "Company Contact Information" section below.

UNITED STATES ONLY

The Company is based in the state of Minnesota in the United States. The Company provides this Website for use only by persons located in the United States. We make no claims that the Website or any of its contents are accessible or appropriate outside of the United States. Access to the Website may not be legal by certain persons or in certain countries.

DISCLAIMER

EXCEPT AS MAY OTHERWISE BE EXPRESSLY PROVIDED IN THESE TERMS, ALL INFORMATION, CONTENT, OR SERVICES PROVIDED BY THE COMPANY TO YOU VIA THE WEBSITE AND SERVICES, INCLUDING, WITHOUT LIMITATION, ALL CONTENT, ARE PROVIDED "AS IS" AND "WHERE IS" AND WITHOUT ANY WARRANTIES OF ANY KIND. THE COMPANY AND ITS THIRD-PARTY LICENSORS EXPRESSLY DISCLAIM ALL WARRANTIES, WHETHER EXPRESS, IMPLIED OR STATUTORY, INCLUDING, WITHOUT LIMITATION, THE WARRANTIES OF MERCHANTABILITY, FITNESS FOR A PARTICULAR PURPOSE, TITLE AND NON-INFRINGEMENT. NOTWITHSTANDING ANY PROVISION CONTAINED HEREIN TO THE CONTRARY, THE COMPANY AND ITS THIRD-PARTY LICENSORS MAKE NO REPRESENTATION, WARRANTY OR COVENANT CONCERNING THE ACCURACY, QUALITY, SUITABILITY, COMPLETENESS, SEQUENCE, TIMELINESS, SECURITY OR AVAILABILITY OF THE WEBSITE OR ANY CONTENT POSTED ON OR OTHERWISE ACCESSIBLE VIA THE WEBSITE. YOU SPECIFICALLY ACKNOWLEDGE THAT THE COMPANY AND ITS THIRD-PARTY LICENSORS ARE NOT LIABLE FOR THE DEFAMATORY, OBSCENE OR UNLAWFUL CONDUCT OF OTHER THIRD PARTIES OR USERS OF THE WEBSITE AND THAT THE RISK OF INJURY FROM THE FOREGOING RESTS ENTIRELY WITH YOU. NEITHER THE COMPANY NOR ANY OF ITS THIRD-PARTY LICENSORS REPRESENT, WARRANT OR COVENANT THAT THE WEBSITE WILL BE SECURE, UNINTERRUPTED OR ERROR-FREE. THE COMPANY FURTHER MAKES NO WARRANTY THAT THE WEBSITE WILL BE FREE OF VIRUSES, WORMS OR TROJAN HORSES OR THAT IT WILL FUNCTION OR OPERATE IN CONJUNCTION WITH ANY OTHER PRODUCT OR SOFTWARE. YOU EXPRESSLY AGREE THAT USE OF THE

WEBSITE IS AT YOUR SOLE RISK AND THAT THE COMPANY, ITS AFFILIATES AND THEIR THIRD-PARTY LICENSORS SHALL NOT BE RESPONSIBLE FOR ANY TERMINATION, INTERRUPTION OF SERVICES, DELAYS, ERRORS, FAILURES OF PERFORMANCE, DEFECTS, LINE FAILURES, OR OMISSIONS ASSOCIATED WITH THE WEBSITE OR YOUR USE THEREOF. YOUR SOLE REMEDY AGAINST THE COMPANY FOR DISSATISFACTION WITH THE WEBSITE OR THE CONTENT IS TO CEASE YOUR USE OF THE WEBSITE AND/OR THE CONTENT.

SOME JURISDICTIONS DO NOT PERMIT THE EXCLUSION OR LIMITATION OF IMPLIED WARRANTIES, SO THE ABOVE EXCLUSION MAY NOT APPLY TO YOU. YOU MAY HAVE OTHER RIGHTS, WHICH VARY BY JURISDICTION. WHEN THE IMPLIED WARRANTIES ARE NOT ALLOWED TO BE EXCLUDED IN THEIR ENTIRETY, YOU AGREE THAT THEY WILL BE LIMITED TO THE GREATEST EXTENT AND SHORTEST DURATION PERMITTED BY LAW.

LIMITATION OF LIABILITY

UNDER NO CIRCUMSTANCES SHALL THE COMPANY OR ANY OF ITS THIRD-PARTY LICENSORS BE LIABLE TO YOU OR TO ANY THIRD-PARTY FOR ANY DIRECT, INDIRECT, INCIDENTAL, CONSEQUENTIAL, PUNITIVE, SPECIAL OR EXEMPLARY DAMAGES (INCLUDING, WITHOUT LIMITATION, LOSS OF PROFITS, LOSS OF USE, LOSS OF DATA, LOSS OF INFORMATION OR PROGRAMS ON YOUR DATA HANDLING SYSTEM, TRANSACTION LOSSES, OPPORTUNITY COSTS, INTERRUPTION OF BUSINESS OR COSTS OF PROCURING SUBSTITUTE GOODS) RESULTING FROM, ARISING OUT OF OR IN ANY WAY RELATING TO THE WEBSITE, OR THE DATA, CONTENT OR INFORMATION ACCESSED VIA THE WEBSITE OR ANY HYPERLINKED WEBSITE, OR ANY DISRUPTION OR DELAY IN THE PERFORMANCE OF THE WEBSITE, REGARDLESS OF THE FORM OF THE CLAIM OR ACTION, WHETHER BASED ON CONTRACT, TORT, STRICT LIABILITY, STATUTE OR OTHERWISE, AND REGARDLESS OF WHETHER OR NOT SUCH DAMAGES WERE FORESEEN, UNFORESEEN OR FORESEEABLE, EVEN IF THE COMPANY OR ITS THIRD-PARTY LICENSORS HAVE BEEN ADVISED OF THE POSSIBILITY OF SUCH DAMAGES. BY ACCESSING THE WEBSITE SUBJECT TO THESE TERMS OF USE, YOU UNDERSTAND THAT YOU ARE WAIVING RIGHTS WITH RESPECT TO CLAIMS THAT ARE AT THIS TIME UNKNOWN OR UNSUSPECTED, AND IN ACCORDANCE WITH SUCH WAIVER, YOU ACKNOWLEDGE THAT YOU HAVE READ AND UNDERSTOOD, AND HEREBY EXPRESSLY WAIVE, THE BENEFITS OF SECTION 1542 OF THE CIVIL CODE OF CALIFORNIA AND ANY SIMILAR LAW OF ANY STATE, COUNTRY OR TERRITORY, WHICH PROVIDES AS FOLLOWS: “A GENERAL RELEASE DOES NOT EXTEND TO CLAIMS WHICH THE CREDITOR DOES NOT KNOW OR SUSPECT TO EXIST IN HIS OR HER FAVOR AT THE TIME OF EXECUTING THE RELEASE, WHICH IF KNOWN BY HIM OR HER MUST MATERIALLY AFFECT HIS OR HER SETTLEMENT WITH THE DEBTOR.”

SOME STATES AND JURISDICTIONS DO NOT ALLOW LIMITATIONS ON IMPLIED WARRANTIES, SO THE ABOVE LIMITATIONS MAY NOT APPLY TO YOU. WHEN THE IMPLIED WARRANTIES ARE NOT ALLOWED TO BE EXCLUDED IN THEIR ENTIRETY, THEY WILL BE LIMITED TO THE SHORTEST DURATION PERMITTED BY LAW. YOU MAY ALSO HAVE OTHER RIGHTS WHICH VARY FROM STATE TO STATE. IN ANY CASE, COMPANY’S AND ITS LICENSORS’ ENTIRE LIABILITY UNDER ANY PROVISION OF THESE TERMS WILL BE LIMITED TO THE AMOUNT ACTUALLY PAID BY YOU TO COMPANY FOR SERVICES IN THE SIX (6) MONTHS

PRECEDING THE FIRST EVENT GIVING RISE TO LIABILITY, OR IF NO PAYMENT IS MADE BY YOU TO COMPANY, ONE HUNDRED DOLLARS ($100.00).

INDEMNITY

You agree to defend, indemnify and hold harmless the Company and its affiliates, directors, officers, employees, and/or agents (collectively, "Company Indemnitees") from and against any claims, liabilities, damages, judgments, awards, losses, costs, expenses or fees (including reasonable attorneys' fees) that may be incurred by any of the Company Indemnitees arising out of or relating to Your Content, your violation of these Terms, your violation of any applicable laws, rules or regulations in connection with the Website, or from any other misuse of the Website. You agree that in the event any claim, allegation, suit or similar proceeding is commenced by a third-party against any of the Company Indemnitees, that you will pay for the defense thereof, including reasonable attorneys' fees and costs. Notwithstanding any of the foregoing, Company reserves the right to assume the exclusive defense and control of any proceeding that relates to the Company, the Website, or any aspects thereof, whether or not subject to indemnification hereunder, and in such case you will cooperate fully with Company in our defense thereof.

COMPANY TERMINATION AND RESTRICTION OF ACCESS

In its sole discretion, the Company may terminate or suspend your access to the Website or Services for breach of these Terms or for any reason whatsoever, with or without notice. The Company shall not be liable for any losses or damages arising from any such termination of service.

MANDITORY ARBITRATION; NO CLASS ACTION

YOU AND THE COMPANY ARE AGREEING TO GIVE UP ANY RIGHTS TO LITIGATE CLAIMS IN A COURT OR BEFORE A JURY, OR TO PARTICIPATE IN A CLASS ACTION OR REPRESENTATIVE ACTION WITH RESPECT TO A CLAIM. OTHER RIGHTS THAT YOU WOULD HAVE IF YOU WENT TO COURT MAY ALSO BE UNAVAILABLE OR MAY BE LIMITED IN ARBITRATION. ANY CLAIM, DISPUTE OR CONTROVERSY (WHETHER IN CONTRACT, TORT OR OTHERWISE, WHETHER PRE-EXISTING, PRESENT OR FUTURE, AND INCLUDING STATUTORY, CONSUMER PROTECTION, COMMON LAW, INTENTIONAL TORT, INJUNCTIVE AND EQUITABLE CLAIMS) BETWEEN YOU AND THE COMPANY ARISING FROM OR RELATING IN ANY WAY TO YOUR USE OF THE WEBSITE OR SERVICES PROVIDED THROUGH THE WEBSITE, WILL BE RESOLVED EXCLUSIVELY AND FINALLY BY BINDING ARBITRATION.

You agree to arbitration on an individual basis. In any dispute, NEITHER YOU NOR THE COMPANY WILL BE ENTITLED TO JOIN OR CONSOLIDATE CLAIMS BY OR AGAINST OTHER CUSTOMERS OR USERS IN COURT OR IN ARBITRATION OR OTHERWISE PARTICIPATE IN ANY CLAIM AS A CLASS REPRESENTATIVE, CLASS MEMBER OR IN A PRIVATE ATTORNEY GENERAL CAPACITY.

Any arbitral tribunal may not consolidate more than one person's claims and may not otherwise preside over any form of a representative or class proceeding. The arbitral tribunal has no power to consider the

enforceability of this class arbitration waiver and any challenge to the class arbitration waiver may only be raised in a court of competent jurisdiction. If any provision of this arbitration agreement is found unenforceable, the unenforceable provision will be severed, and the remaining arbitration terms will be enforced.

All such arbitration shall be under the Rules of Arbitration of the American Arbitration Association applying Minnesota law.

LIMITATION ON TIME TO FILE CLAIMS

Any cause of action or claim you may have arising out of or relating to these Terms or the Website or Services must be commenced within one (1) year after the cause of action accrues, otherwise, such cause of action or claim is permanently barred.

GOVERNING LAW & JURISDICTION

These Terms are governed by the laws of the State of Minnesota, U.S.A. You hereby irrevocably consent to the exclusive jurisdiction and venue of the courts in Minneapolis, Minnesota, U.S.A. in all disputes arising out of or relating to the use of the Website. The parties have required that this agreement and all documents related to this agreement be drawn up in English. As to any ambiguities resulting from translation from English to any other language, provisions in the English language shall be controlling in all respects. PURSUANT TO ARTICLE 6 OF THE UNITED NATIONS CONVENTION ON CONTRACTS FOR THE INTERNATIONAL SALE OF GOODS ("UN CONVENTION"), THE PARTIES AGREE THAT THE UN CONVENTION WILL NOT APPLY TO THIS AGREEMENT.

CHANGES TO THESE TERMS OF USE

The Company may update or change these Terms from time to time in order to reflect changes in any offered services, changes in the law, or for other reasons as deemed necessary by the Company. The effective date of any Terms will be reflected in the "Last Revised" entry at the top of these Terms. Your continued use of the Website after any such change is communicated shall constitute your consent to such change(s).

GENERAL

You agree that no joint venture, partnership, employment, or agency relationship exists between you and the Company as a result of these Terms or use of the Website. You may not assign these Terms without the prior written consent of the Company in all instances. The Company may assign these Terms, in whole or in part, at any time. The Company's performance of these Terms is subject to existing laws and legal process, and nothing contained in these Terms is in derogation of the Company's right to comply with governmental, court, and law enforcement requests or requirements relating to your use of the Website or information provided to or gathered by the Company with respect to such use.

If any part of these Terms are determined to be invalid or unenforceable pursuant to applicable law including, but not limited to, the warranty disclaimers and liability limitations set forth above, then the invalid or unenforceable provision will be deemed superseded by a valid, enforceable provision that most closely matches the intent of the original provision, and the remainder of these Terms shall continue in effect.

These Terms, including the Privacy Policy and all other documents expressly incorporated herein by reference, constitute the entire agreement between you and the Company with respect to the Website, and supersede all prior or contemporaneous communications and proposals, whether electronic, oral, or written, between you and the Company. A printed version of these Terms and of any notices given in electronic form shall be admissible in judicial or administrative proceedings based upon or relating to this agreement to the same extent and subject to the same conditions as other business documents and records originally generated and maintained in printed form.

COMPANY CONTACT INFORMATION

Questions can be directed to the Company at: support@drdrop.com .