



**Privacy.** We respect your privacy and use commercially reasonable efforts to safeguard your personally identifiable information. For additional information regarding 1953 Supplement's collection and use of your personally identifiable information in connection with your use of this Website, please see our Privacy Policy.

**SMS and Auto Dialed Calls.** By entering your contact information into 0HGLEFDUHLUWKGDIVFRXQW, you expressly request to receive information via telephone call, email and/or SMS/text message, including through the use of an automatic telephone dialing system or artificial/prerecorded voice, SMS/text message, even if your telephone number is listed on any internal, state or federal Do-Not-Call registry list. Consent is not a requirement to purchasing the goods or services that Medicare Birthday Discount is offering. You may opt-out by replying "STOP" to any message that you receive and you may request additional assistance by replying "HELP". Up to 15 recurring monthly messages per month. Standard message and data rates may apply.

9. **Representations and Warranties.** You represent and warrant to 0HGLEFDUHLUWKGDIVFRXQW that (i) you are at least 18 years of age; (ii) you are authorized to enter into this agreement; (iii) you will not use this Website or the Contents herein for any purpose or manner that violates any laws, regulation or that infringes the rights of Medicare Birthday Discount or any third party; (iv) any information or data you provide to Medicare Birthday Discount will not violate any law, regulation or infringe the rights of Medicare Birthday Discount or any third party; (v) all information that you provide to Medicare Birthday Discount in connection with this Website (e.g. name, e-mail address, phone number and/or other information) is true and accurate; and (vi) you are authorized and able to fulfill and perform the obligations and meet the conditions of a user as specified herein.

10. **Warranty Disclaimers.** Medicare Birthday Discount DOES NOT WARRANT, GUARANTEE OR MAKE REPRESENTATIONS REGARDING YOUR USE, OR THE ULTIMATE OUTCOME OF YOUR USE OF THIS WEBSITE, IN TERMS OF AVAILABILITY, ACCURACY, RELIABILITY, COMPLETENESS, INTENDED PURPOSE, QUALITY, FUNCTIONALITY, OR OTHERWISE. THIS WEBSITE AND MATERIALS CONTAINED HEREIN ARE PROVIDED TO YOU "AS IS" AND "AS AVAILABLE" WITHOUT ANY WARRANTIES OF ANY KIND, WHETHER EXPRESS OR IMPLIED, INCLUDING, WITHOUT LIMITATION, ANY IMPLIED WARRANTIES OF MERCHANTABILITY, TITLE, NON-INFRINGEMENT, FITNESS FOR A PARTICULAR PURPOSE, AND ANY WARRANTY OUT OF COURSE OF DEALING, USAGE OR TRADE.

**Limitation of Liability.** YOU AGREE THAT Medicare Birthday Discount WILL NOT BE LIABLE FOR ANY INDIRECT, INCIDENTAL, CONSEQUENTIAL, SPECIAL, EXEMPLARY OR PUNITIVE DAMAGES, INCLUDING, WITHOUT LIMITATION, DAMAGES FOR LOSS OF PROFITS, USE, LOSS OF DATA, LOSS OF SECURITY ARISING OUT OF OR IN ANY WAY CONNECTED TO YOUR USE OF THIS WEBSITE, OR OF INFORMATION OR MATERIALS AVAILABLE THROUGH THE WEBSITE, WHETHER BASED IN CONTRACT, TORT, STRICT LIABILITY, OR OTHERWISE, EVEN IF Medicare Birthday Discount HAS BEEN ADVISED OF THE POSSIBILITY OF DAMAGES. IN PARTICULAR AND WITHOUT LIMITATION, TOTAL LIABILITY OF 0HGLEFDUHLUWKGDIVFRXQW FOR ANY REASON WHATSOEVER RELATED TO YOUR USE OF THIS WEBSITE, RESULTS FROM USE OF THIS WEBSITE, OR FOR ANY CLAIMS RELATING TO THIS AGREEMENT SHALL NOT EXCEED ONE HUNDRED DOLLARS (\$100.00 USD). THE FOREGOING LIMITATIONS SHALL APPLY NOTWITHSTANDING ANY FAILURE OF ESSENTIAL PURPOSE OF ANY LIMITED REMEDY. SOME JURISDICTIONS DO NOT ALLOW THE EXCLUSION OF CERTAIN WARRANTIES OR THE LIMITATION OR EXCLUSION OF LIABILITY FOR INCIDENTAL OR CONSEQUENTIAL DAMAGES. ACCORDINGLY, OUR LIABILITY IN SUCH JURISDICTION SHALL BE LIMITED TO THE MAXIMUM EXTENT PERMITTED BY LAW.

**Indemnification.** You agree to defend, indemnify, discharge, release and hold harmless 0HGLEFDUHLUWKGDIVFRXQW and its officers, directors, shareholders, employees, agents, representatives, affiliates, third party information providers, licensors, contractors and others involved in the delivery of products, services or information through this Website, arising from, in connection with or relating to (i) any breach or violation of this agreement by you; (ii) your failure to provide accurate, complete and current personally identifiable information requested or

required by us; (iii) your access or use of our services; (iv) your transmissions, submissions or postings; and/or (v) any personal injury or property damage caused by you. You agree that the Indemnified Parties will have no liability in connection with any such breach or unauthorized use, and you agree to indemnify any and all resulting loss, damages, judgments, awards, costs, expenses, and attorneys' fees and litigation expenses of the Indemnified Parties in connection therewith.

13. **DMCA Notice.** Pursuant to the Digital Millennium Copyright Act (DMCA) Safe Harbor 17 U.S.C. § 512(c), if you believe that anything on this Website or service offered herein infringes any copyright that you own or control, you may file notice of such infringement, in compliance with the requirements of 17 U.S.C. 512(c)(3), with our designated agent at DV Marketing, Inc. 759 Bloomfield Ave. #244, West Caldwell, NJ 07006 or info@MedicareBirthdayDiscount.com. A copy of this legal notice may be sent to a third-party that may publish and/or annotate it. As such, your letter, with your personal information redacted, may be forwarded to the Chilling Effects Clearinghouse for publication.
14. **Foreign Users.** MedicareBirthdayDiscount makes no representation that materials in this Website are appropriate or available for use in other locations. If you access this Website from outside the United States, please understand that this Website may contain references and/or links to products and services that are not available or are prohibited in your jurisdiction. Any user who is a resident of a foreign country agrees that (i) they have voluntarily sought and established contact with MedicareBirthdayDiscount; (ii) they will not use, transmit, disseminate or upload any material, content, that would violate any applicable local, state or national laws or regulations of the foreign member's country of resident; (iii) under no circumstance shall MedicareBirthdayDiscount be deemed liable under any laws other than the United States; (iv) his or her participation is governed by United States law and subject to the arbitration and venue provisions stated herein; and (v) consent to having their data processed in the United States.
15. **Governing Law.** This agreement will be construed, enforced and governed in accordance with the laws of the State of California (but excluding Section 1283.1 of the California Code of Civil Procedure), without regard to any conflict of law principles. The state or federal courts in Los Angeles County, California will have exclusive jurisdiction and venue over all controversies in connection with this agreement, and you hereby consent to such exclusive and personal jurisdiction and venue. Any claim you may have against MedicareBirthdayDiscount must be brought within one (1) year after the cause of action arises, or such claim or cause of action is barred. You agree to waive any right to a jury trial in connection with any action or litigation in any way arising out of or related to this Agreement and that each party has the right to seek attorneys' fees in any proceeding.
16. **Binding Arbitration.** The parties agree to submit any dispute arising out of or in any way relating to this Site to binding arbitration conducted by a single arbitrator under the Commercial Rules of the American Arbitration Association ("AAA") in Los Angeles, California, rather than a proceeding in a court of law. Any such arbitrator shall be knowledgeable in the subject area in which the dispute arises. All discovery shall be completed within sixty (60) days following the appointment of the arbitrator. Each party shall be entitled to representation by counsel, to appear and present written and oral evidence and argument and to cross-examine witnesses presented by the other party, provided that, where appropriate, the arbitrator may receive testimony via telephone, video or other electronic means of communication. The arbitration award shall be in writing and the arbitrator shall provide written reasons for the award. The award of the arbitrator shall be final and binding on the parties hereto and may be enforced in any court of competent jurisdiction. The prevailing party in any action or proceeding to enforce its rights hereunder shall be entitled to recover reasonable attorneys' fees and other reasonable costs, including fees of the arbitrator and the AAA, incurred in the action or proceedings. In no event shall the arbitrator award punitive or exemplary damages. The parties waive any right they may have to an appeal of the arbitrator's decision and/or award. Each party retains the right to seek judicial assistance: (i) to compel arbitration, (ii) to obtain interim measures of protection prior to or pending arbitration, (iii) to seek injunctive relief in the courts of any jurisdiction as may be necessary and appropriate to protect the unauthorized disclosure of its proprietary or confidential information; (iv) for any claims of infringement or misappropriation of 1953Supplement's patent, copyright, trademark, or trade secrets; and (v) to enforce any decision of the

arbitrator, including the final award. If any AAA rule conflicts with these Terms and Conditions, these Terms and Conditions shall control. By agreeing to arbitration, you agree that the parties are each waiving the right to file a lawsuit and the right to a trial by jury in any action in any way arising out of or related to this agreement. Notwithstanding anything to the contrary, any party to the arbitration may at any time seek injunctions or other forms of equitable relief from any court of competent jurisdiction.

17. **Notice of Claim.** For all disputes you may have, whether pursued in court or arbitration, you must first give MedicareBirthdayDiscount an opportunity to resolve the dispute by providing written notification to info@MedicareBirthdayDiscount.com and via postal mail to DV Marketing, Inc. 759 Bloomfield Ave. #244, West Caldwell, NJ 07006 stating (i) your name, (ii) your address, (iii) a written description of your claim, and (iv) a description of the specific relief you seek. If MedicareBirthdayDiscount does not resolve the dispute within 30 days after it receives your notification, you may pursue your dispute as set forth above.
18. **No Class Actions.** To the extent allowed by law, you and MedicareBirthdayDiscount each agree to waive any right to pursue disputes on a consolidated or class-wide basis; that is, to either join a claim with the claim of any other person or entity, or assert a claim in a representative capacity on behalf of anyone else in any lawsuit, arbitration, or other proceeding. You hereby understand that by agreeing to this class action waiver, you may only bring claims against MedicareBirthdayDiscount in an individual capacity and not as a plaintiff or class member in any purported class action or representative proceeding.
19. **Severability.** If any provision of this Agreement shall be adjudged by any court or arbitrator of competent jurisdiction to be unenforceable or invalid, this Agreement as a whole shall not be deemed unlawful, void or unenforceable, but only that provision of this Agreement that is unlawful, void or unenforceable shall be limited or eliminated from this Agreement. The remaining provisions of this Agreement will otherwise remain in full force and effect.
20. **Relationship of the Parties.** The relationship between you and MedicareBirthdayDiscount is and shall be that of independent contractors and nothing in this Agreement shall be construed or used to create or imply any relationship of partners, joint venturers, or employer and employee, nor shall either party hold itself out as such. Neither party has any right or authority to incur, assume or create, in writing or otherwise, any warranty, liability or other obligation of any kind, express or implied, in the name of or on behalf of the other party, it being intended by both parties that each shall remain independent contractors responsible for its own actions. You may not assign or otherwise transfer this Agreement or the license granted hereunder or delegate any of your duties specified herein, in whole or in part, without 1953Supplement's prior written consent. Any attempt of assignment, delegation, or transfer in violation of this Agreement shall be void, of no effect, and a material breach of this Agreement. Notwithstanding the foregoing, MedicareBirthdayDiscount may assign this Agreement in whole or in part. Moreover, MedicareBirthdayDiscount may delegate its rights and responsibilities or use contractors or agents to fulfill its obligations under this Agreement.
21. **Termination.** MedicareBirthdayDiscount reserves the right at any time and on reasonable grounds, which shall include, without limitation, any reasonable belief of fraud, illegal activity, or actions or omissions that violate any term or condition of this Agreement, to terminate this Agreement with you in order to protect its name, business, or goodwill and/or any other user. You acknowledge and agree that MedicareBirthdayDiscount shall have the sole right to determine in its reasonable discretion whether you are engaging in any unauthorized activity and/or violating any term or conditions of this Agreement.
22. **California Consumer Notice.** Under California Civil Code Section 1789.3, California website users are entitled to know that they may file grievances and complaints with the Complaint Assistance Unit of the Division of Consumer Services of the California Department of Consumer Affairs, in writing at 400 R Street, Suite 1080, Sacramento, CA 95814, by telephone at (916) 445-1254 or (800) 952-5210, or by email at [dca@dca.ca.gov](mailto:dca@dca.ca.gov).

23. **Entire Agreement.** This agreement and 1953Supplement's Privacy Policy, which is hereby incorporated by reference as if set forth fully herein, represent the entire agreement between you and MedicareBirthdayDiscount with respect to subject matter herein, and they supersede all prior or contemporaneous communications and proposals, whether electronic, oral, or written between you and MedicareBirthdayDiscount with respect to the Website.
  
24. **Miscellaneous.** The headings contained in this Agreement are for convenience of reference only, are not to be considered a part of this Agreement, and shall not limit or otherwise affect in any way the meaning or interpretation of this Agreement. If you have questions, comments, concerns or feedback regarding this Agreement or our Services, please contact us at [info@MedicareBirthdayDiscount.com](mailto:info@MedicareBirthdayDiscount.com).