



Subscription Services Terms

Revised: June 27, 2025

BY ACCEPTING THIS AGREEMENT, EITHER BY CLICKING A BUTTON OR CHECKBOX TO INDICATE YOUR ACCEPTANCE, EXECUTING AN ORDER FORM THAT REFERENCES THIS AGREEMENT, MAKING AN INVOICE PAYMENT, OR USING ANY SERVICES, YOU AGREE TO THE TERMS OF THIS AGREEMENT. IF YOU ARE ENTERING INTO THIS AGREEMENT ON BEHALF OF A COMPANY OR OTHER LEGAL ENTITY, YOU REPRESENT THAT YOU HAVE THE AUTHORITY TO BIND SUCH ENTITY AND ITS AFFILIATES TO THESE TERMS AND CONDITIONS. IF YOU DO NOT HAVE SUCH AUTHORITY, OR IF YOU DO NOT AGREE WITH THESE TERMS AND CONDITIONS, YOU MUST NOT ACCEPT THIS AGREEMENT AND MAY NOT USE THE SERVICES.

These Subscription Services Terms (the “**Services Terms**”) are entered into by you and Marit, Inc. (“**Marit**,” “**we**” or “**us**”). These Services Terms, and, where applicable, the order form or invoice referencing these Services Terms (the “**Order**”) are collectively referred to as the “**Agreement**.”

“**You**” means the Customer listed in the Order, and, where applicable, any agency or other authorized party acting on your behalf, which shall also be bound by these Services Terms. “**Services**” mean the services listed in the Order. Capitalized terms used in this Agreement and not defined in these Services Terms have the meanings specified in the Order.

1. Term and Termination. The term (“**Term**”) of this Agreement begins on the Effective Date of your initial subscription under the Order and continues until the expiration or termination of all Services subject to these Services Terms. Either party may terminate this Agreement for cause (a) upon thirty (30) days written notice to the other of a material breach if the breach remains uncured at the end of the thirty (30) day period, or (b) immediately upon notice if the other becomes the subject of a petition in bankruptcy or any other proceeding relating to insolvency, receivership, liquidation or assignment for the benefit of creditors or any similar proceeding under the laws of the jurisdiction in which you do business. If you terminate this Agreement for cause, we will refund any prepaid fees for the unused portion of terminated Services on a pro-rata basis for subscription services. If we terminate this Agreement for cause, you agree to pay any unpaid fees covering the remainder of the Term. In no event will any termination relieve you of the obligation to pay any fees payable for the period prior to the effective date of termination.

2. Payment & Taxes. Payment terms are stated in the Order. Except as otherwise provided in this Agreement, payment amounts are in US dollars, payment obligations are non-cancelable, and all fees paid are non-refundable. If any payment not subject to good faith dispute is thirty (30) or more days past due as of the end of the payment period specified in the Order, we may suspend the Services immediately until your payment is brought current, without waiving or prejudicing any other rights or remedies available to us.

Marit's fees do not include any taxes, levies, duties or similar governmental assessments of any nature, including, for example, value-added, sales, use or withholding taxes, assessable by any jurisdiction whatsoever (collectively, “**Taxes**”). You are responsible for paying all Taxes associated with your purchase of Services. If we have the legal obligation to pay or collect Taxes for which you are responsible under this section, Marit will invoice you and you will pay that amount unless you provide us with a valid tax exemption certificate authorized by the appropriate taxing authority. For the avoidance of doubt, Marit is solely responsible for taxes assessable against it based on our income, property and employees.

3. Ownership; Marks. “Marks” means a party's trademarks, service marks and logos. This Agreement conveys no intellectual property or other ownership rights in a party's Marks or content, the Site, or the Services. You hereby grant us a royalty-free, non-exclusive, worldwide license to use, reproduce and distribute your Marks and Your Content on the Marit website(s) (the “**Site**”) and as otherwise required to provide the Services to you.

4. Terms of Use. By purchasing Services for display on the Site, you hereby agree to Marit's terms of use (available at <https://www.marithealth.com/terms-of-use>) (the “**Terms of Use**”). In the event a conflict exists between any of the terms of this Agreement and the applicable Terms of Use, the terms of this Agreement will prevail to the extent of that inconsistency.

5. Confidentiality. Each party will keep the specific terms of this Agreement confidential and not disclose them to any third party (other than to its professional advisors and/or affiliates on a confidential basis) without the consent of the other party or parties, except as required by any applicable law.

6. Force Majeure & Changes to the Site. Excluding payment obligations, no party will be liable for delay or default in the performance of their respective obligations if the delay or default is caused by conditions beyond their reasonable control (a “**Force Majeure Event**”). If a Force Majeure Event continues for five (5) business days, you may cancel the remainder of any affected Services under the Order and we will refund any prepaid fees for the unused portion of cancelled Services (on a pro-rata basis for Subscription Services).

7. Representations and Warranties.; Disclaimers.

(a) Mutual. Each party represents and warrants that (i) it has all necessary rights and authority to execute and perform hereunder, including the Order, and (ii) it will comply with all applicable laws, ordinances, regulations, and codes with respect to its use or provision of the Services.

(b) By Marit. We will use commercially reasonable efforts to keep the Site available, but we do not warrant that access to the Site will be uninterrupted or available at all times. Use of the Services is at your sole discretion.

Except as expressly stated in this Agreement, and to the greatest extent permitted by applicable law, the Site and Services are provided "as-is" and "as available" and Marit makes no representation, warranty, covenant or guarantee of any kind (express, implied, or statutory) with respect to the Site and Services, and all such warranties, including, without limitation, the implied warranties of merchantability, fitness for a particular purpose, and non-infringement (except as covered in Section 8), are hereby expressly disclaimed by Marit. You acknowledge and agree that Marit has not represented or warranted that the Site or Services will be uninterrupted, error-free or without delay, or that all errors will be promptly corrected. You understand and agree that third parties may generate impressions or clicks on your ads for prohibited or improper purposes, and you accept the risk of any such impressions and/or clicks.

8. Limitation of Liability.

Notwithstanding anything to the contrary contained in this Agreement, except with a respect to a party's indemnification obligations hereunder and to the greatest extent permitted under applicable law, (i) no party will be liable to another party or any third party for any indirect, special, incidental, punitive or consequential damages arising out of this Agreement or the use or the inability to use the Site or Services under any theory of liability and even if they have been advised of or should have foreseen the possibility of such damages; and (ii) each party's maximum liability arising out of or in connection with this Agreement or any Site or Service will not exceed the amount payable by you to Marit during the Term of this Agreement. These limitations will apply notwithstanding any failure of essential purpose of any limited remedy.

9. Indemnification; Infringement. To the extent permitted by law, each of us (each, an "**Indemnifying Party**") will indemnify, defend and hold harmless the other (the "**Indemnified Party**") from and against any and all damages, liabilities, costs and expense (including reasonable attorneys' fees) resulting from any claim, demand, judgment, or proceeding (collectively, "**Claims**") brought by a third party either arising out of or relating to (a) a material breach by the Indemnifying Party of this Agreement, or (b) content (including, software) the Indemnifying Party authorizes or provides for use on the Site.

The Indemnified Party will promptly notify the Indemnifying Party of any Claim for which it seeks indemnification, provided that failure or delay in providing such notice will not relieve the Indemnifying Party of any obligation to indemnify and defend the Indemnified Party, except to the extent that the failure or delay prejudices the defense of any such Claim.

Marit's indemnification obligations above include our agreement to indemnify, defend and hold you harmless from third party Claims arising from allegations that the Services we provide, as used by you within the scope of this Agreement, infringe the intellectual property rights of any third party. In addition, if any part of the Services are held, or, in our sole opinion, may be held, to constitute such an infringement, we, at our option and expense, may either (i) modify the Services so they become non-infringing, or (ii) replace the Services with functionally equivalent, non-infringing services reasonably acceptable to you. If neither of these options is commercially practicable, we will discontinue the Services and provide you a refund of applicable prepaid fees for the unused portion of the discontinued Services (on a pro-rata basis for subscription services).

This Section 9 (including indemnification obligations) states the parties' entire liability and obligation, and exclusive remedies, with respect to any alleged or actual infringement of a third party's trademarks, patents, trade secrets, copyrights, or other similar intellectual property rights by or relating to the Site or Services.

10. Miscellaneous Provisions.

(a) **Relationships of Parties, Third Parties.** The parties are independent contractors. Nothing in this Agreement is intended, nor will be deemed, to confer rights or remedies upon any third party.

(b) **Assignment, Acknowledgement.** No party may assign this Agreement without prior written consent of each non-assigning party; except that consent will not be required for assignment (i) to an assignee that acquires substantially all of a party's stock, assets or business, or (ii) to a party controlling, controlled by or under common control with the assigning party; *provided that* in the event of any such assignment by you, Marit will only be obligated to perform the Services for the entity or business unit named in the Order.

(c) **Entire Agreement.** This Agreement constitutes the entire agreement between the parties with respect to the subject matter of the Order and supersedes all previous communications, representations, understandings, and agreements, either oral or written, between the parties with respect to its subject matter.

(d) **Conflicts, Amendment, Survival and Waiver.** In the event a conflict exists between any of the terms of an Order and these Services Terms, then the terms stated in the Order will prevail to the extent of that inconsistency. If any provision of these Services Terms is held to be unenforceable by a court of competent jurisdiction, the remaining provisions will remain in full force and effect. All rights and remedies under this Agreement are cumulative. Provisions of this Agreement which by their nature would apply after termination will survive termination. The waiver of a breach of any provision under this Agreement by any party will not be deemed to be a waiver of any preceding or subsequent breach, nor will any waiver constitute a continuing waiver.

(e) **Governing Law, Dispute Resolution.** This Agreement will be construed and enforced in all respects in accordance with the laws of the State of California (USA), without giving effect to conflicts of law principles.

(f) **Notice.** Except as specifically provided elsewhere in this Agreement, any notice required to be delivered under this Agreement will be effective upon delivery as follows: (a) if to you, (i) when sent via email to the email address specified in the Order or otherwise on record for you, or (ii) when delivered via express courier or registered mail, return receipt requested, to the address specified in the Order; and (b) if to Marit, (i) when sent via email to compliance@marithealth.com, or (ii) when delivered via express courier or registered mail, return receipt requested, to the following address: Marit, Inc., 2261 Market Street Suite 22844, San Francisco, CA 94114. Any such notice must specifically reference that it is a notice given under this Agreement.