

THIS IS NOT AN INSURANCE PRODUCT;
PUMPKIN INSURANCE SERVICES INC. IS RESPONSIBLE FOR THIS PRODUCT AND
ADMINISTRATION;
SEE SECTION 13 FOR CONTACT INFORMATION

**PUMPKIN PREVENTIVE ESSENTIALS
CUSTOMER AGREEMENT
Version 4.0**

Table of Contents

1. Term & Eligibility; Fees.	2
2. Benefits.	2
3. Payment.	4
4. Refund Procedures	4
5. Renewal and Termination of Subsequent Renewal Terms	5
6. Termination	5
7. Contacts	8
8. Data Ownership	8
9. Disclaimer; Liability	9
10. Dispute Resolution—Arbitration Agreement	9
11. Assignment; Modification	11
12. Other	11
13. Contact Us	11

Pumpkin Insurance Services Inc. (“Pumpkin”) is pleased to offer our preventive care offering (“*Pumpkin Preventive Essentials*”) described below for each pet listed in your enrollment documents (each referred to herein as your “Pet”). If you have enrolled more than one (1) Pet, the terms and conditions herein, including the fees and benefit limits, shall separately apply to each enrolled Pet.

The terms and conditions below include a dispute resolution provision that requires individual arbitration and class action waiver unless you opt out or an exception applies. *See Section 10 for additional details.*

With enrollment in *Pumpkin Preventive Essentials*, subject to the below described terms and conditions and our [Pumpkin Preventative Essentials Definitions](#), you are eligible to receive the preventive care benefits listed on your Preventive Essentials Summary Page for each enrolled Pet on the following terms and conditions:

1. **Term & Eligibility; Fees.**

The fees and benefits for which you have enrolled will be specified on the Pumpkin Preventative Essentials Preventive Essentials Selection Page. In addition, the following terms apply:

<p>Eligibility</p>	<p><i>Pumpkin Preventive Essentials</i> is available solely for Pets that are simultaneously enrolled in Pumpkin's separate and distinct insurance policy offering "<i>Pumpkin Pet Insurance</i>." This <i>Pumpkin Preventive Essentials</i> enrollment will automatically terminate if your <i>Pumpkin Pet Insurance</i> policy expires or is terminated. See Section 6 for additional details.</p>
<p>Initial Term</p>	<p>Twelve (12) months from receipt of your first monthly Fee ("Initial Term"). Your specific initial enrollment date and renewal date may be found in your customer account accessible at www.pumpkin.care.</p>
<p>Automatic Renewal</p>	<p>Your enrollment in <i>Pumpkin Preventive Essentials</i> will automatically renew for an additional twelve (12) months ("Renewal Term") at the end of the Initial Term and at the end of each Renewal Term, provided you continue to renew your <i>Pumpkin Pet Insurance</i> policy. Prior to the end of the Initial Term or Renewal Term, you may elect to cancel your enrollment in <i>Pumpkin Preventive Essentials</i> for the next Renewal Term. See Section 5 for additional details.</p>
<p>Fee</p>	<p>Your Pumpkin Preventative Essentials monthly and annual price specified on your Preventive Essentials Selection Page</p>

2. **Benefits.**

Through Pumpkin Preventative Essentials, your Pet will be eligible for the benefits which are further listed on your Preventive Essentials Summary Page and defined (where applicable) in our [Pumpkin Preventative Essentials Definitions](#) (the "**Benefits**"). There are important terms and limitations that apply to these benefits,

to the extent they are part of your plan, described below. Please note that your Pet may receive the services during a single veterinarian visit or they may be separately provided.

(a) **General Terms and Limitations.**

- i. Except as further discussed below, Pumpkin will refund you for the actual cost paid by you of up to one (1) Benefit per Pet for each of the Benefits listed on your Preventive Essentials Summary Page (A) at any time during, or no more than two weeks prior to, the Initial Term and (B) during each Renewal Term; *provided, however*, that if your Pet is a Puppy then each such Benefit may have also been received at any point prior to the Initial Term. A “**Puppy**” shall mean a dog that is younger than six (6) months old at the beginning of the Initial Term and only for the duration of the Initial Term.
- ii. **Refund for service by Veterinarian.** Refund for Benefits apply only to Benefits administered or provided by a Veterinarian. A “**Veterinarian**” shall mean a licensed veterinarian, veterinary technician, assistant or authorized representative under the veterinarian’s supervision.
- iii. **Self Administration.** Refund for Benefits does not apply to vaccines, tests or services that you administer or provide yourself (even if you are a Veterinarian).
- iv. **Refund for actual cost only.** Refund for Benefits **only applies to the cost of the actual vaccine, product, test or service (as applicable)** and excludes applicable sales tax, and any veterinarian or other fees, including, but not limited to, waste disposal, injection fees, treatment for illness, injury, or adverse reactions, failure of the vaccine, product, test or service to detect, test, treat or protect against a condition or illness, or (except for Wellness Office Visit Refund, if applicable) office visit charges.
- v. **No Insurance Coverage.** Refund for Benefits **does NOT APPLY to any illness or injury related Benefit which may be covered by the then applicable *Pumpkin Pet Insurance policy*.**
- vi. **Bundle Packages.** If your Pet’s veterinarian invoices any Benefit as part of a bundled package listed as a single charge, or as part of a bundled package with other services or tests listed as a single charge, then **your aggregate annual refunds for all Benefits will not exceed the total annual Fee amount** for your Pumpkin Preventative Essentials listed in your Plan Summary Page.

(b) **Vaccine Refund Limitations.**

- i. **Vaccine Limit.** In the event your Pet receives more than the number of vaccines Benefit detailed in your Plan Summary Page, then Pumpkin will refund you for the first vaccine(s) submitted for refund up to such number, or if multiple vaccines are submitted together, the cost of the most expensive vaccine(s) up to such number.
- ii. **Combination Vaccines.** Vaccines administered and invoiced in combination will generally be treated as single vaccines for refund purposes, except that certain vaccines listed on the Pumpkin website from time to time will be treated as multiple vaccines for purposes of your annual limit on the number of refunded vaccines. **Please see <https://www.pumpkin.care/vaccine-exceptions> for the list of combination vaccines that will be treated as multiple vaccines and for information on the number of vaccines each combination vaccine will be counted as.**

3. Payment. By signing this Customer Agreement, you agree that Pumpkin may charge the credit card that you have provided for the monthly Fee specified in your Preventive Essentials Selection Page plus tax (if applicable) upon your enrollment in *Pumpkin Preventive Essentials* and on a recurring basis in each subsequent month during the term. You specifically agree that **we may charge your credit card on file each month, including upon renewal as described below.** You agree to provide updated credit card information if necessary. We may obtain updated information about the credit card you provide us from a service that supplies such information, including in circumstances where you fail to provide updated credit card information. If you selected an annual billing option (if available), you agree that **Pumpkin may charge the credit card that you have provided** for the annual Fee specified in your Preventive Essentials Selection Page plus tax (if applicable) upon your enrollment in *Pumpkin Preventive Essentials* and **upon renewal as described below.**

4. Refund Procedures. To obtain a refund for a Benefit, you must submit via email or upload an image of your Pet's veterinarian receipt through Pumpkin's provided online portal for verification ("**Preventive Essentials Claim**"). Upon receiving an uploaded image of your Pet's veterinarian receipt, Pumpkin shall refund you in accordance with the terms of this Customer Agreement by either check, digital check ("e-check"), or ACH payment, at Pumpkin's discretion. Furthermore, You may elect to have your veterinarian submit your Preventive Essentials Claim on your behalf, and/or may elect that your veterinarian will receive any applicable refund due for your Preventive Essentials Claim.

Notwithstanding any other term in the Agreement to the contrary, Pumpkin may, in its sole discretion, deny any Preventive Essentials Claim at any time if Pumpkin reasonably believes that the claim is fraudulent or otherwise

not allowed under this Agreement.

5. Renewal and Termination of Subsequent Renewal Terms; Your Cancellation Rights. Unless otherwise determined by Pumpkin, your enrollment in *Pumpkin Preventive Essentials* will automatically renew at the end of the Initial Term and each Renewal Term for another twelve (12)-month period, provided that you also renew or are actively enrolled in *Pumpkin Pet Insurance*. In its sole discretion, Pumpkin may decide not to renew your *Pumpkin Preventive Essentials* plan for the next twelve (12)-month term, in which case, Pumpkin will notify you, in writing, of the same. Prior to the first day of the next twelve (12)-month term (“**Renewal Date**”), you may elect to cancel your enrollment in *Pumpkin Preventive Essentials* for the next twelve-month period by calling 1-866-ARF-MEOW (1-866-273-6369) or by emailing help@pumpkin.care. Unless you have cancelled *Pumpkin Preventive Essentials* by the Renewal Date without further notice to you except as required by law, the credit card that you provided will be charged after the Renewal Date. Through this Customer Agreement, you agree to the automatic renewal of *Pumpkin Preventive Essentials*, unless you cancel your enrollment as described in this Customer Agreement. The *Pumpkin Preventive Essentials* terms and fees are subject to change upon renewal, as will be communicated by Pumpkin by electronic mail (email) to your email address on file in advance of the end of the Initial Term or Renewal Term as applicable. You are deemed to accept such new terms and fees unless you elect to cancel prior to renewal, and Pumpkin may update this Customer Agreement accordingly to reflect such new terms and fees. Non-renewal or cancellation of *Pumpkin Preventive Essentials* will not cancel, terminate, void, rescind or otherwise affect your *Pumpkin Pet Insurance* policy or any claim made under the policy.

6. Termination. Except for cancellation of *Pumpkin Preventive Essentials* prior to the Renewal Dates, as described above, this Customer Agreement may be terminated only in the following circumstances:

(a) **Termination by You:** You may terminate in the circumstances described below, with the corresponding cancellation refund eligibility or outstanding balance obligation, by calling 1-866-ARF-MEOW (1-866-273-6369) or emailing help@pumpkin.care. As set forth in the table below, you may be eligible for a cancellation refund or may be responsible for additional Fees (the “**Outstanding Balance**”) plus tax (if applicable). All cancellation refunds will be applied to and all Outstanding Balances will be charged to the credit card that you provided on file.

Timing of termination request	Was Preventive Essentials Claim refunded to you?	Cancellation Refund available to you for <i>Pumpkin Preventive Essentials</i> Fees OR Outstanding Balance Owed by you to Pumpkin?
Less than 30 days after the beginning of the Initial or Renewal Term	No	Full cancellation refund of paid Fees to you and no obligation to pay any future monthly Fees
Less than 30 days after the beginning of the Initial or Renewal Term	Yes	<p>If any Preventive Essentials Claim was refunded to you, and you elect to cancel during the Pet’s Initial Term or Renewal Term, then you will owe Pumpkin an Outstanding Balance equal to actual amount refunded to you for any Preventive Essentials Claims during that plan year less the aggregate amount of Fees paid by you during that plan year. Following payment of the Outstanding Balance, you will have no obligation to pay any future monthly Fees.</p> <p>Example: If you have made one (1) monthly Fee payments for the first one (1) month of the Pet’s Initial Term in the amount of \$15, and you were refunded for Preventive Essentials Claims an amount equal to \$75 and then elect to cancel mid-term, you will owe an Outstanding Balance of the difference between the amount refunded to you and the Fees paid by you (in the example: \$60). There will be no refund to you if the Outstanding Balance is a negative number.</p>

Timing of termination request	Was Preventive Essentials Claim refunded to you?	Cancellation Refund available to you for <i>Pumpkin Preventive Essentials</i> Fees OR Outstanding Balance Owed by you to Pumpkin?
More than 30 days after the beginning of the Initial or Renewal Term	No	Pro-rated refund of only your current month's paid Fees based upon the number of days left in the current month and no obligation to pay any future monthly Fees.
More than 30 days after the beginning of the Initial or Renewal Term	Yes	<p>If any Preventive Essentials Claim was refunded to you and you elect to cancel, during the Pet's Initial Term or Renewal Term, then you will owe Pumpkin an Outstanding Balance equal to the actual amount refunded to you for any Preventive Essentials Claims during that plan year less the aggregate amount of Fees paid by you during that plan year of Fees.</p> <p>Following payment of the Outstanding Balance, you will have no obligation to pay any future monthly Fees.</p> <p>Example: If you have made two (2) monthly Fee payments for the first two (2) months of the Initial Term in the amount of \$30, and you were refunded for Preventive Essentials Claims an amount equal to \$75 and then elect to cancel mid-term, you will owe an Outstanding Balance of the difference between amount refunded to you and the Fees paid by you (in the example - \$45). There will be no refund to you if the Outstanding Balance is a negative number.</p>

If you elect to terminate *Pumpkin Preventive Essentials*, it will not affect your enrollment in *Pumpkin Pet Insurance*.

- (b) **Termination by Pumpkin:** Pumpkin may, in its sole discretion, terminate your enrollment in *Pumpkin Preventive Essentials* at any time, if (i) you make a material misrepresentation when signing up for *Pumpkin Preventive Essentials* or *Pumpkin Pet Insurance* or when submitting a request for a refund, or if you fail to pay your monthly Fee; or (ii) if required by order of or agreement with any applicable

governmental authority. Pumpkin will provide you with prompt notice of such termination. If you received refund for Preventive Essentials Claim(s) during the Initial or Renewal Term in which your enrollment is terminated, then you may owe Pumpkin an Outstanding Balance pursuant to Section 6 above. If you did not receive refund for Preventative Essentials Claim(s) during the Initial or Renewal Term during which your enrollment is terminated, then you will not owe Pumpkin an Outstanding Balance. If the termination is due to a material misrepresentation specified in clause (i) above, no refund will be provided. If the termination is due to a requirement by order of or agreement with a governmental entity specified in clause (ii) above and you have not received refund for Preventative Essentials Claim(s) during the Initial or Renewal Term during which your enrollment is terminated, a refund will be provided in accordance with Section 6(a).

- (c) **Automatic Termination upon Termination or Expiration of *Pumpkin Pet Insurance* or upon Nonpayment of Fees:** *Pumpkin Preventive Essentials* shall automatically terminate at any time immediately upon termination or expiration of your *Pumpkin Pet Insurance* policy or if your Pumpkin Preventative Essentials Fees are unpaid for a period of sixty (60) days. Pumpkin will provide you with prompt notice of such termination. If you received refund for Preventive Essentials Claim(s) during the Initial or Renewal Term in which *Pumpkin Pet Insurance* expires or terminates or during the Initial or Renewal Term in which you have not paid your Fees, then you may owe Pumpkin an Outstanding Balance pursuant to Section 6(a) above. If you did not receive refund for Preventative Essentials Claim(s) during the Initial or Renewal Term in which *Pumpkin Pet Insurance* expires or terminates or during the Initial or Renewal Term in which you have not paid your Fees, then you will not owe Pumpkin an Outstanding Balance and you may be eligible for a refund in accordance with Section 6(a).

If you have not paid your *Pumpkin Preventative Essentials* Fees when due, your account will be in lapsed status and no refund for Preventative Essentials Claim(s) will be made unless and until all Fees have been paid.

7. Contacts. Pumpkin may need to contact either you or your Pet's veterinarian. Through this Customer Agreement you agree that Pumpkin may so contact you or your Pet's veterinarian.

8. Data Ownership. You agree that Pumpkin will own and may use for any purpose all data collected in connection with *Pumpkin Preventive Essentials* once such data has been either (i) rendered anonymous in such a way that your identity is not or is no longer identifiable ("**anonymized**") or (ii) changed, transformed, re-arranged or otherwise manipulated into a usable and desired form ("**transformed**"). Pumpkin and its affiliates may use all

collected data which has not been anonymized or transformed for internal business purposes, as described in Pumpkin's Privacy Policy available at www.pumpkin.care/privacy-policy.

9. Disclaimer; Liability. NEITHER PUMPKIN NOR ANY OF ITS AFFILIATES MAKE ANY EXPRESS OR IMPLIED WARRANTIES WITH RESPECT TO THE *PUMPKIN PREVENTIVE ESSENTIALS* PLAN OFFERED HEREIN, OR ANY RELATED BENEFIT, PRODUCTS OR SERVICES . In no event shall Pumpkin or any of its affiliates be liable for property, special, collateral, incidental, punitive or consequential (including lost profits) damages. Total damages recoverable against Pumpkin or any of its affiliates shall be exclusively limited to the monthly fees actually paid by Customer during the preceding six (6) months. For clarity, Pumpkin and its affiliates shall not be liable for any claims related to the Benefits (including vaccines, products, services or tests); a veterinarian's practice of veterinary medicine, administration of a vaccine, performance of an exam or test; or otherwise related to any other products or services sold, provided, covered, or refunded hereunder (including, without limitation, product liability or lack of efficacy claims, claims related to failure to detect a condition, or claims related to any adverse events, reactions, or outcomes with respect to the Pet, any other animals, or any humans).

10. Dispute Resolution—Arbitration Agreement

Scope of the Arbitration Agreement. You and Pumpkin agree that any legal dispute between you and Pumpkin concerning or arising in any way out of this Customer Agreement and/or your Pumpkin Preventative Essentials Plan, any communications between you and Pumpkin, or your participation in any other program or service provided by Pumpkin shall be resolved through binding individual arbitration unless you opt out of this Arbitration Agreement using the process explained below. YOU UNDERSTAND AND AGREE THAT YOU ARE WAIVING YOUR RIGHT TO SUE OR GO TO COURT TO ASSERT OR DEFEND YOUR RIGHTS. However, either you or Pumpkin may bring any individual claim in small claims court consistent with the jurisdictional and dollar limits that may apply, as long as it is brought and maintained as an individual claim. The term "dispute" means any dispute, action, claim, or other controversy between you and Pumpkin whether in contract, warranty, tort, statute, regulation, ordinance, or any other legal or equitable basis. "Dispute" will be given the broadest possible meaning allowable under law. For the avoidance of doubt, this Section 10 does not apply to any Pumpkin insurance product.

Informal Dispute Resolution. Either party asserting a dispute shall first try in good faith to resolve it by providing written notice as specified below to the other party describing the facts and circumstances (including any relevant documentation) and allowing the receiving party 30 days in which to respond. Notice shall be made by first class or registered mail (1) to Pumpkin at the address below under Contact Us or (2) to you at the billing address on file with Pumpkin. Both you and Pumpkin agree that this dispute resolution procedure is a condition precedent, which must be satisfied before initiating any arbitration against the other party.

Right to Opt Out of this Arbitration Agreement. You may opt out of this Arbitration Agreement within the first 30 days after the earliest of the start of your *Pumpkin Prevention Essentials* Plan. You may also opt out of this Arbitration Agreement within 30 days after we notify you regarding a material change to this Arbitration Agreement. You may opt out by sending an email or letter to Pumpkin at the contact information below under Contact Us. You should include your printed name, mailing address, and the words “Reject Arbitration.”

How Arbitration Works. Either party may initiate arbitration, which shall be conducted by the American Arbitration Association (“AAA”) pursuant to its Consumer Arbitration Rules (“AAA Rules”), as modified by this Arbitration Agreement. The AAA Rules are available on the AAA’s website at www.adr.org, or by calling the AAA at (800) 778-7879. In the event the AAA is unavailable or unwilling to hear the dispute, the parties shall agree to, or the court shall select, another arbitration provider. Unless you and Pumpkin agree to conduct arbitration by teleconference, videoconference, or otherwise, any arbitration hearing shall take place in New York, NY. Except for a Dispute determined by the arbitrator to be frivolous or initiated in bad faith, Pumpkin will pay all filing, administrative, arbitrator and documents costs and expenses up to a total amount of \$1,000 and waives any rights it may have to recover an award of attorneys’ fees and expenses against you.

Waiver of Right to Bring Class Action and Representative Claims. All arbitrations shall proceed on an individual basis. YOU AND PUMPKIN ALSO AGREE THAT EACH MAY BRING CLAIMS AGAINST THE OTHER IN ARBITRATION ONLY IN YOUR OR THEIR RESPECTIVE INDIVIDUAL CAPACITIES AND IN SO DOING YOU AND PUMPKIN HEREBY WAIVE THE RIGHT TO A TRIAL BY JURY, TO ASSERT OR PARTICIPATE IN ANY CLASS ACTION LAWSUIT OR CLASS ACTION ARBITRATION, ANY PRIVATE ATTORNEY GENERAL LAWSUIT OR PRIVATE ATTORNEY GENERAL ARBITRATION, AND ANY JOINT OR CONSOLIDATED LAWSUIT OR JOINT OR CONSOLIDATED ARBITRATION OF ANY KIND. The arbitrator is empowered to resolve the dispute with the same remedies available in court, including public injunctive relief. If a court decides that the limitations of this particular paragraph regarding class action waiver are deemed invalid or unenforceable, any putative class, private attorney general, or representative action must be brought in a court of proper jurisdiction and not in arbitration.

Governing Law and Other Terms. This Arbitration Agreement shall be governed by, and interpreted, construed, and enforced in accordance with, the Federal Arbitration Act and other applicable federal law. To the extent state law applies to any aspect of this Arbitration Agreement, or to any disputes and claims that are covered by the Arbitration Agreement, the law of the state of your residence (determined by your billing address on file with Pumpkin) will govern. Pumpkin will provide notice of any material changes to this Arbitration Agreement. Except as set forth above with respect to the class action waiver, if any portion of this Arbitration Agreement is deemed invalid or unenforceable, it will not invalidate the remaining portions of the Arbitration Agreement. Only the arbitrator is authorized to make determinations as to the scope, validity, or enforceability of the Arbitration

Agreement, including whether any dispute falls within its scope. However, the parties agree that any issue concerning the validity of the class action/representative waiver above must be decided by a court, and an arbitrator does not have authority to consider the validity of the waiver. This Arbitration Agreement survives the end of the relationship between you and Pumpkin, including, without limitation, termination or cancellation of your *Pumpkin Prevention Essentials* plan.

11. Assignment; Modification. You may not assign any right or obligation hereunder without prior written consent from Pumpkin. Any attempted assignment in violation of this provision shall be void and of no effect. Pumpkin may modify this Customer Agreement (including the [Pumpkin Preventative Essentials Definitions](#) or any other policies or additional terms and conditions referenced herein) at any time by contacting you by your e-mail listed in your account profile, by posting a revised version on our website, or by otherwise notifying you; **provided** that we will provide at least ten (10) days advance notice for any adverse pricing changes. Subject to the ten (10) day advance notice requirement with respect to pricing changes, the modified terms will become effective upon posting or, if we notify you by email or otherwise, as stated in the email message or other notification. By continuing to use any products or services after the effective date of any modifications to this Customer Agreement, you agree to be bound by the modified terms. It is your responsibility to check our website regularly for modifications to this Customer Agreement. We last modified this Customer Agreement on the date listed at the end of this Customer Agreement. Notwithstanding the foregoing, if you have enrolled your Pet into a previous version of *Pumpkin Preventive Essentials* then the terms and conditions of that previous plan as reflected on your Pumpkin online account upon enrollment shall govern your plan during the current plan Term, unless you are otherwise notified by Pumpkin. If you are enrolled in a prior version of *Pumpkin Preventative Essentials*, upon the renewal date and with prior written notification to you, Pumpkin, at its sole option, may update these terms and conditions.

12. Other. This Customer Agreement sets forth the entire Customer Agreement and understanding between the parties and supersedes all previous agreements, promises, representations, understandings and negotiations, whether written or oral, between the parties with respect to the subject matter hereof; none of the terms of this Customer Agreement shall be amended or modified except in writing by Pumpkin as set forth in Section 10 above. This Customer Agreement is void where prohibited by law.

13. Contact Us. For any questions or complaints regarding this Agreement please contact Pumpkin at help@pumpkin.care or by mailing us at:

Pumpkin Insurance Services

251 W 30th St.

Suite 9W

New York NY 10001

ATTN: Legal

Effective April 15, 2021