

TERMS AND CONDITIONS

The Fresh Prescription Network, convened by Eastern Market Partnership, a Michigan nonprofit corporation (“EMP”), welcomes you to The Fresh Prescription Program (“Fresh Rx”). We ask that you read the following terms and conditions, which constitute a license that covers your use of Fresh Rx and any transactions that you engage in with Fresh Rx vouchers (“Agreement”). By using Fresh Rx, you acknowledge that you have read, understand, and agree with the terms of this Agreement. If you do not wish to be bound by these terms, please do not use Fresh Rx.

The Fresh Prescription Network may revise this Agreement at any time. Your continued use of Fresh Rx constitutes agreement with any modifications to this Agreement that are posted on EMP website (<https://www.easternmarket.org/programs/food-access#ways-to-pay>) effective as of the posting date.

USING FRESH RX INCENTIVES:

This Agreement is a legally binding agreement made between you and the Fresh Prescription Network concerning your enrollment and use of Fresh Rx.

1. Program.

a. Fresh Rx provides benefits spent at participating farmers markets and grocery stores (the “Vendors”) using the Fresh Rx application developed by Epic Technology Solutions (“Epic”) for any Qualified Purchase (as defined below).

b. At a participating grocery a “Qualified Purchase” is defined as a purchase of fresh fruits and vegetables without added oil, sugar, or salt.

c. At Farmers Markets and Farm Stands, a “Qualified Purchase” is defined as any eligible fresh fruits and vegetables.

d. A “Participant” is any authorized user of Fresh Rx. This Agreement applies to users who are Participants.

2. Program Limitations. The following limitations apply to Fresh Rx:

a. The voucher amount will not exceed \$15 per load and \$90 in total.

b. Vouchers may only be used for fresh fruits and vegetables, as determined in the sole discretion of The Fresh Rx Network.

c. Each Participant must meet with a Sponsoring Healthcare Provider to receive a prescription or referral into the program.

d. Each Participant must spend their Fresh Rx voucher in a participating grocery, farmers market or farm stand.

3. Participant Enrollment. By enrolling in Fresh Rx as a Participant, you agree and represent the following information:

a. You are of legal age and otherwise capable of forming a legally binding contract.

b. All information you submit to Fresh Rx Network or a Vendor in connection with Fresh Rx is truthful and accurate, and you will promptly contact us to update any information supplied to us to ensure accuracy at all times.

c. You agree to submit the following information to the Fresh Rx Network or a Vendor to use Fresh Rx: contact information or any additional demographic data.

d. You agree to be contacted by a Fresh Rx representative for the purposes of Fresh Rx evaluation.

f. EMP, the Fresh Rx Network, the Vendors, and Epic may store any and all information submitted by you to EMP or as part of Fresh Rx, including, but not limited to, your contact information initially shared at the time of sign-up and any additional demographic data.

g. You will not use Fresh Rx to engage in, participate, or encourage any illegal or unlawful activity.

h. You would not violate any applicable law or regulation by your participation in Fresh Rx.

i. The Fresh Rx Network may create and access your Fresh Rx account.

j. The Fresh Rx Network may adjust your Fresh Rx account balance to comply with the Fresh Rx, this Agreement, and any applicable law or regulation, as determined in EMP and the Fresh Rx Network sole discretion.

4. Disclaimer of Warranty. You expressly agree that the use of Fresh Rx is at your sole risk. Neither member organizations of the Fresh Rx Network, EMP, its affiliates, the Vendors, Epic, nor any of their officers, directors, employees, agents, third-party content providers, nor licensors (collectively, the "Providers"), warrant that Fresh Rx will be uninterrupted or error-free; nor do they make any warranty as to the results that may be obtained from the use of the Fresh Rx, or as to the accuracy, completeness, reliability, security or currency of Fresh Rx.

EMP reserves the right, in its sole discretion, to correct any errors or omissions in Fresh Rx. EMP and The Fresh Rx Network may make any changes to the Program at any time without notice.

FRESH RX IS PROVIDED ON AN "AS IS," "WHERE IS," AND "WHERE AVAILABLE" BASIS. EMP MAKES NO REPRESENTATIONS OR WARRANTIES OF ANY KIND, EXPRESSED OR IMPLIED, AS TO THE OPERATION OF THE PROGRAM. TO THE FULLEST EXTENT PERMISSIBLE UNDER APPLICABLE LAW, EMP EXPRESSLY DISCLAIMS ALL WARRANTIES, EXPRESS OR IMPLIED, OF ANY KIND, WITH RESPECT TO ANY OF THE PRODUCTS PURCHASED USING THE PROGRAM GENERALLY, INCLUDING WARRANTIES OF MERCHANTABILITY, ACCURACY OF INFORMATION, QUALITY, TITLE, FITNESS FOR A PARTICULAR PURPOSE, AND NON-INFRINGEMENT. SOME JURISDICTIONS LIMIT OR DO NOT ALLOW THE DISCLAIMER OF IMPLIED OR OTHER WARRANTIES, SO THE ABOVE DISCLAIMER MAY NOT APPLY TO THE EXTENT SUCH JURISDICTION'S LAW APPLIES TO THIS AGREEMENT.

5. LIMITATION OF LIABILITY. IN NO EVENT SHALL ANY MEMBER OF THE FRESH RX NETWORK, OR EMP BE LIABLE TO YOU, ANY OTHER PARTICIPANT OR ANY THIRD PARTY FOR ANY INDIRECT, CONSEQUENTIAL, EXEMPLARY, INCIDENTAL, SPECIAL OR PUNITIVE DAMAGES, INCLUDING LOST PROFIT DAMAGES ARISING FROM YOUR USE OF FRESH RX, EVEN IF EMP HAS BEEN ADVISED OF THE POSSIBILITY OF SUCH DAMAGES. NOTWITHSTANDING ANYTHING TO THE CONTRARY CONTAINED IN THIS AGREEMENT, EMP'S LIABILITY TO YOU FOR ANY REASON WHATSOEVER AND REGARDLESS OF THE FORM

OF THE ACTION, WILL AT ALL TIMES BE LIMITED TO AN AMOUNT NO GREATER THAN THE SUM OF ALL QUALIFIED PURCHASES BY YOU.

6. Indemnification. You agree to indemnify, defend, and hold harmless all members of the Fresh Rx Network and EMP, its affiliates, agents, employees, and licensors from and against any and all claims and expenses, including reasonable attorneys' fees, arising out of or related in any way to your use of Fresh Rx, violation of this Agreement, violation of any law or regulation, or violation of any proprietary or privacy right. For purposes of this Section 6 only, "you" or "your" includes you as defined above and any person you have allowed to access your Card with the Program (whether intentionally or through your failure to keep your Card secure).

7. Privacy Policy. EMP's Privacy Policy governs the use of information that EMP obtains from you through your use of Fresh Rx. The Privacy Policy can be accessed at <https://www.easternmarket.org/programs/food-access#ways-to-pay> and is incorporated by reference into this Agreement.

8. Limitation on Claims. Any cause of action you may have with respect to the use of Fresh Rx must be commenced within one year after the claim or cause of action arises.

9. Term and Termination. Without limiting its other remedies EMP may immediately discontinue, suspend, terminate or block your and any Participant's access to Fresh Rx at any time in our sole discretion, for your breach of any representation, warranty or covenant contained in this Agreement, or of any applicable law or regulation, or of any rule or intent of EMP. In such event you are not entitled to any account balance on your Card. EMP does not guarantee existence of Fresh Rx until any future time. EMP reserves the right to terminate Fresh Rx at will.

10. Miscellaneous.

a. Update to Terms and Conditions. We may revise this Agreement at any time and you agree to be bound by the revised Agreement. Any such modifications will become effective on the date they are first posted to <https://www.easternmarket.org/programs/food-access#ways-to-pay>. It is your responsibility to go there and review the most current terms and conditions. EMP does not and will not assume any obligations to notify you of changes to this Agreement.

b. No Third-Party Beneficiaries. This Agreement controls the relationship between EMP and you. This Agreement does not create any third-party beneficiary rights in any party.

c. No Waiver. No waiver by any party of any breach or default of this Agreement shall be deemed to be a waiver of any preceding or subsequent breach or default.

d. Severability. If for any reason a court of competent jurisdiction finds any provision of this Agreement or portion of it to be unenforceable, that provision will be enforced to the maximum extent permissible so as to give effect to the intent of this Agreement, and the remainder of this Agreement will continue in full force and effect.

e. Controlling Law and Venue. This Agreement is governed by and shall be construed in accordance with the laws of the State of Michigan and the United States, without regard to conflict of law principles. EMP makes no representation that Fresh Rx is appropriate or available for use outside the United States.

You agree to submit to the personal and exclusive jurisdiction of the state or federal courts located within the state of Michigan for any disputes arising out of or related to Fresh Rx.

f. Entire Agreement. This Agreement constitutes the entire agreement between EMP and you with respect to Fresh Rx. The Agreement supersedes all prior or contemporaneous communications and proposals, whether electronic, oral or written, between you and EMP with respect to Fresh Rx. A printed version of this Agreement and of any notice given in electronic form shall be admissible in judicial or administrative proceedings based on or relating to this Agreement to the extent and subject to the same conditions as other business documents and records originally generated and maintained in printed form.

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