



Cove Health

ADVOCACY AS A SERVICE

Mandatory Arbitration Agreement

Effective: August 1, 2026 · Version 1.0

PLEASE READ. THIS AGREEMENT REQUIRES THAT DISPUTES BE RESOLVED BY INDIVIDUAL BINDING ARBITRATION IN SARASOTA COUNTY, FLORIDA. IT WAIVES YOUR RIGHT TO A JURY TRIAL AND YOUR RIGHT TO BRING OR JOIN A CLASS ACTION. YOU HAVE 30 DAYS TO OPT OUT — SEE SECTION 10.

1. Agreement to arbitrate

You and Cove Health agree that any dispute, claim, or controversy arising out of or relating to the Services, the Terms of Service, the Privacy Policy, any advocacy letter or physician review, any marketing or advertising, any billing or subscription charge, the handling of your data, or the existence, breach, termination, enforcement, interpretation, scope, validity, or enforceability of this Agreement (each, a “Dispute”) will be resolved by **final and binding individual arbitration**, and not in court.

This Agreement applies to Disputes whether based in contract, tort, negligence, fraud, misrepresentation, statute, regulation, or any other legal theory, and whether they arose before, on, or after the date you accepted it. It binds you, Cove Health, and each party’s officers, directors, employees, physicians, contractors, agents, affiliates, successors, and assigns, and it survives termination of your account.

The Federal Arbitration Act, 9 U.S.C. §§ 1-16, governs this Agreement, its interpretation, and its enforcement, and evidences a transaction involving interstate commerce.

2. Pre-filing notice and informal resolution

Before starting mediation or arbitration, the complaining party must send a written **Notice of Dispute** and the parties must attempt informal resolution for **60 days**. This step is a condition precedent to arbitration, and either party may seek a court order enjoining an arbitration filed without it.

The Notice must be individualized and signed by the party bringing it (and by counsel, if represented), and must state: the claimant’s name, account email, and mailing address; a description of the Dispute and the facts supporting it; the specific relief sought and how the amount was calculated. A mass-produced notice that does not contain individualized facts does not satisfy this section.

- **You send Notice to:** info@covehealth.net, subject line “Notice of Dispute”
- **We send Notice to:** your account email of record

Either party may request a telephone settlement conference during the 60 days; the other party will participate in good faith. The applicable statute of limitations is tolled while the Notice period runs.

3. Mandatory mediation

Mediation is a condition precedent to any legal proceeding. If the Notice period in Section 2 ends without resolution, you and Cove Health must submit the Dispute to non-binding mediation before either party may commence arbitration, file a lawsuit, or initiate any other legal or administrative proceeding. Neither party may file until mediation has concluded or the period in this Section has expired, and either party may seek a stay or dismissal of any proceeding filed without it.

How mediation works. Either party may initiate mediation by written notice to the other. The mediation is administered by the American Arbitration Association under its applicable Mediation Procedures, before a single mediator who is a retired judge or an attorney licensed in Florida. If the parties cannot agree on a mediator within 15 days, AAA appoints one. **The mediation is seated in Sarasota County, Florida.** Sessions are held remotely by video or telephone unless both parties agree to meet in person there.

Timing. Mediation must be completed within 45 days after it is initiated, unless both parties agree in writing to extend. If it has not been completed within that period, this requirement is satisfied and either party may proceed. All applicable limitations periods and filing deadlines are tolled from the date the Notice of Dispute is sent until 15 days after mediation concludes or the 45-day period expires, whichever is later.

Cost. Cove Health pays the mediator's fees and AAA's administrative fees for any Dispute in which your claim is for \$10,000 or less. For larger claims the parties share those fees equally. Each party bears its own attorneys' fees and costs for the mediation.

Confidentiality. Mediation is a settlement negotiation and is confidential. Nothing said, offered, or produced in mediation is admissible in any later arbitration or proceeding except as required by law. The mediator may not later serve as arbitrator, and neither party may call the mediator as a witness.

Exceptions. Mediation is not required for a claim brought in small claims court under Section 4, or for an application for temporary injunctive relief to prevent imminent and irreparable harm — though a party seeking such relief must still mediate the underlying Dispute.

4. Small claims carve-out

Either party may instead bring an individual claim in small claims court in Sarasota County, Florida, or in the small claims court of the county where you reside, so long as the claim remains individual and within that court's jurisdictional limits. A claim removed, appealed, or amended beyond those limits returns to arbitration.

5. Rules, forum, and location

Arbitration will be administered by the **American Arbitration Association ("AAA")** under its **Consumer Arbitration Rules** then in effect, as modified by this Agreement, before a single neutral arbitrator. Rules and forms are at adr.org or 1-800-778-7879. If AAA is unavailable or unwilling to administer consistently with this Agreement, the parties will agree on a substitute administrator, failing which a court of competent jurisdiction in Sarasota County, Florida, will appoint one under 9 U.S.C. § 5.

The seat and legal place of the arbitration is Sarasota County, Florida. Hearings will be held remotely by video or telephone, by submission of documents only, or — at your election — in person in Sarasota County, Florida. **If in-person attendance in Sarasota County would impose a substantial hardship on you, the arbitrator may hold the hearing remotely or in the federal judicial district where you reside; this does not change the seat, the governing law, or the venue for enforcement.**

The arbitrator must be a retired judge or an attorney licensed in Florida with experience in consumer or commercial disputes, and is selected under AAA rules.

6. Delegation

The arbitrator, and not any court, has exclusive authority to resolve all issues regarding the interpretation, applicability, scope, enforceability, unconscionability, and formation of this Agreement, including whether a Dispute is arbitrable. The sole exceptions are Section 7 (Class Action Waiver), the enforceability of which is for a court alone to decide, and Section 9 (Coordinated Filings) as to the batching mechanism.

7. Class action waiver

YOU AND COVE HEALTH AGREE THAT EACH MAY BRING CLAIMS AGAINST THE OTHER ONLY IN AN INDIVIDUAL CAPACITY, AND NOT AS A PLAINTIFF OR CLASS MEMBER IN ANY PURPORTED CLASS, COLLECTIVE, CONSOLIDATED, PRIVATE ATTORNEY GENERAL, OR REPRESENTATIVE PROCEEDING.

The arbitrator may not consolidate more than one person's claims, may not preside over any form of representative or class proceeding, and may award relief only in favor of the individual party seeking relief and only to the extent necessary to provide relief warranted by that party's individual claim. Public injunctive relief, where a statute provides for it and it

cannot be waived, is severed to court under Section 12.

If this Section 6 is found unenforceable as to a particular claim or request for relief, that claim or request is severed to court under Section 12, and the remainder of this Agreement continues to govern all other claims.

8. Jury trial waiver

YOU AND COVE HEALTH EACH KNOWINGLY AND VOLUNTARILY WAIVE ANY RIGHT TO TRIAL BY JURY IN ANY PROCEEDING ARISING OUT OF OR RELATING TO THE SERVICES. This waiver applies independently and survives any finding that the arbitration provisions are unenforceable.

9. Coordinated filings

If 25 or more Notices of Dispute raising substantially similar claims are submitted by or with the assistance of the same counsel or coordinated entity within a 90-day period, the claims will be administered in **staged batches of no more than 50**. Counsel for each side will select 25 claims per batch, which will proceed before a single arbitrator as a single consolidated arbitration for that batch. Claims not in a current batch are held, and all applicable limitations periods are tolled for held claims until their batch begins. No fees are incurred for held claims. The parties will cooperate with AAA in implementing this section, and either party may seek a court order in Sarasota County, Florida, enforcing it.

10. Your right to opt out

You may reject this Arbitration Agreement within 30 days of first accepting the Terms of Service. To opt out, email info@covehealth.net with the subject line "Arbitration Opt-Out," stating your name, the email address on your account, and that you are opting out of the Arbitration Agreement.

We will acknowledge a timely opt-out in writing. Keep our acknowledgment; it is your proof the opt-out was received.

Opting out affects nothing else. Your account, pricing, and service are unchanged, we will not retaliate in any way, and the rest of the Terms — including the Sarasota County, Florida venue and governing-law provisions — continue to apply. **If you opt out, Disputes are resolved in the courts identified in Section 19 of the Terms, before a judge, without a jury.** An opt-out is effective only if timely and only for the individual who sends it.

11. Costs, fees, and awards

AAA's Consumer Arbitration Rules govern the allocation of filing, administrative, and arbitrator fees. **Where the AAA rules require you to pay a filing fee, and your claim is for \$10,000 or less, Cove Health will pay your filing fee and all AAA and arbitrator fees**, unless the arbitrator determines your claim was frivolous or brought for an improper purpose under the standard of Rule 11(b) of the Federal Rules of Civil Procedure. Each party otherwise bears its own attorneys' fees and costs, except where a statute or this Agreement provides otherwise, in which case the arbitrator may award them.

The arbitrator may award any individual relief a court could award under applicable law, including statutory damages and attorneys' fees where a statute provides for them, and must issue a **reasoned written decision** stating the essential findings and conclusions. **The award is final and binding, and judgment on it may be entered in any court of competent jurisdiction, including the state and federal courts located in Sarasota County, Florida.** Review is limited to the grounds in 9 U.S.C. §§ 10-11.

Settlement offers. If we offer to settle before the arbitrator is appointed and you decline, and the arbitrator awards you more than our offer, we will pay the greater of the award or \$2,500, plus your reasonable attorneys' fees for the arbitration.

12. Severability and blowup

If any provision of this Agreement other than Section 7 is found unenforceable, it is severed and the remainder is enforced. **If Section 7 is found unenforceable as to any claim or request for relief, that claim or request is severed and proceeds in the state or federal courts located in Sarasota County, Florida, and all other claims proceed in arbitration.** Litigation of a severed claim is stayed pending the outcome of the arbitration of the individual claims. If this Agreement is found wholly unenforceable, Section 8 (jury trial waiver) and Section 19 of the Terms (Florida law, Sarasota County venue) survive independently.

13. Confidentiality

The parties will keep the existence, content, and result of the arbitration confidential, except as necessary to prepare or prosecute the arbitration, to enforce or challenge the award, or as required by law. **This section does not prohibit you from communicating with a government agency or regulator, from disclosing facts about your own experience, or from responding truthfully to a subpoena.**

14. Changes

We may amend this Agreement at our sole discretion on 30 days' notice. **An amendment does not apply to a Dispute for which we received a Notice of Dispute before the amendment's effective date.** If you do not accept an amendment, you may reject it within 30 days using the Section 10 procedure, and the prior version continues to govern.

15. Acknowledgment

BY ACCEPTING THE TERMS OF SERVICE, YOU ACKNOWLEDGE THAT YOU HAVE READ THIS ARBITRATION AGREEMENT, THAT YOU UNDERSTAND YOU ARE GIVING UP THE RIGHT TO SUE IN COURT AND THE RIGHT TO A JURY TRIAL AND TO PARTICIPATE IN A CLASS ACTION, THAT YOU HAVE HAD THE OPPORTUNITY TO CONSULT AN ATTORNEY, AND THAT YOU HAVE 30 DAYS TO OPT OUT WITHOUT ANY EFFECT ON YOUR ACCOUNT.