

## END-USER LICENSE AGREEMENT

Effective Date: March 11, 2021

MindMe.net Corporation

*IMPORTANT: PLEASE READ THIS DOCUMENT IN ITS ENTIRETY*

This End-User License Agreement (hereinafter, "Agreement") creates a legally binding Agreement between you, as an end user of our services (hereinafter, "End User"), and the following company: MindMe.net Corporation (hereinafter, "Company"). You will be referred to through second-person pronouns such as "your" and "yours." We, the Company, will be referred to with pronouns such as "us," "our," and "ours." Collectively, you and the Company may be referred to as the "Parties" and individually as "Party."

This license governs the use of all of our software products (hereinafter, "Software"), specifically:

MindMe.net application

The Software is also subject to the Company's Terms & Conditions and Privacy Policy, which are incorporated into this Agreement by this reference. By accessing, downloading, installing, or otherwise using our Software in any way, you agree to be bound by this Agreement in its entirety. If you do not agree, you must cease use of the Software immediately.

**SOFTWARE LICENSE:** When you lawfully access the Software, whether through purchase or other lawful means, we grant you, subject to all of the Terms & Conditions of this Agreement, a non-exclusive, non-transferable, limited, revocable personal license to use the Software ("License"). This License extends to the use of documentation, data, or information developed by the Company, and other materials which may assist in your use of the Software. This License may not be used for any business or commercial purposes. This License may not be transferred, sold, or sublicensed to any third parties without express, lawful, written permission from the Company and this License terminates upon your cessation of use of the Software. You may not otherwise copy, reproduce, distribute, publish, display, perform, or create derivative works from the Software without our permission.

This License shall be applicable to all lawful End Users of the Software unless a separate written agreement has been executed between you and the Company.

**ADDITIONAL TERMS:** Additional terms may be applicable to the Parties' relationship with each other, such as the Company Terms & Conditions or Terms of Use, the Company

Privacy Policy, and any other such written agreements governing your relationship with us. Nothing contained herein is intended to restrict the terms of any other written agreement. Instead, all relevant documents shall be construed as broadly as possible.

The Terms & Conditions can be found at the following link:  
<http://www.MindMe.net/Terms-Conditions.html>

The Privacy Policy can be found at the following link:  
<http://www.MindMe.net/PrivacyPolicy.html>

**CHANGES TO TERMS:** The Company may make changes to this Agreement from time to time. The Company will post a copy of the updated Agreement at the MindMe.net Website. You acknowledge and agree that if you install or use the Software after the date on which the Agreement has changed the Company will treat your installation or continued use as acceptance of the updated Agreement on a going-forward basis. You acknowledge and agree that the Company may completely modify, suspend, or discontinue the Software or content at its sole discretion and with or without notice to you.

**INTELLECTUAL PROPERTY:** You agree that the Software, Company website and all services provided by the Company are the property of the Company, including all copyrights, trademarks, servicemarks, logos, domain names, trade secrets, patents, and other intellectual property ("Company IP"). You agree that the Company owns all right, title and interest in and to the Company IP and that you will not use the Company IP for any unlawful or infringing purpose. You agree not to reproduce or distribute the Company IP in any way, including electronically or via registration of any new trademarks, trade names, service marks or Uniform Resource Locators (URLs), without express written permission from the Company.

**ACCEPTABLE USE:** You agree not to use the Software for any unlawful purpose, or any purpose prohibited under this clause. You agree not to use the Software in any way that could damage the Company website, services, or general business of the Company.

You further agree not to use the Software:

- I) To harass, abuse, or threaten others or otherwise violate any person's legal rights;
- II) To violate any intellectual property rights of the Company or any third party;
- III) To upload or otherwise disseminate any computer viruses or other software that may damage the property of another;
- IV) To perpetrate any fraud;

V) To engage in or create any unlawful gambling, sweepstakes, or pyramid scheme;

VI) To publish or distribute any obscene or defamatory material;

VII) To publish or distribute any material that incites violence, hate, or discrimination towards any group;

VIII) To unlawfully gather information about others.

The Software may allow you to access third party data services. The Company has no control over any third-party data services that you may connect to using the Software and is not responsible for the practices of any third party. You acknowledge and agree that the Company is not liable for any loss or damage which may be incurred by you as a result of any reliance placed by you on the completeness, accuracy, or existence of advertising, products, or other materials on or available from third party data services.

**REVERSE ENGINEERING & SECURITY:** You agree not to undertake any of the following actions:

a) Reverse engineer, or attempt to reverse engineer or disassemble the Software or any code within or related to the Software or the Company website;

b) Violate the security of the Software through any unauthorized access, circumvention of encryption or other security tools, data mining or interference to any host, user or network;

c) Copy or otherwise distribute copies of the Software unlawfully, such as through any peer-to-peer network or other intellectual property circumvention tool.

**MAINTENANCE:** This License includes Software maintenance and support. Please contact the Company for assistance.

**INDEMNIFICATION:** You agree to defend and indemnify the Company and any of its affiliates (if applicable) and hold us harmless against any and all legal claims and demands, including reasonable attorney's fees, which may arise from or relate to your use or misuse of the Software, your breach of this Agreement, or your conduct or actions. You agree that the Company shall be able to select its own legal counsel and may participate in its own defense, if the Company wishes.

**SPAM POLICY:** You are strictly prohibited from using the Software or any of the Company's services for illegal spam activities, including gathering email addresses and personal information from others or sending any mass commercial emails.

**SERVICE INTERRUPTIONS:** The Company may need to interrupt access to the Software to perform maintenance or emergency services on a scheduled or unscheduled basis. You agree that your access to the Software may be affected by unanticipated or unscheduled downtime, for any reason, but that the Company shall have no liability for any damage or loss caused as a result of such downtime.

**DISCLAIMER OF WARRANTIES:** You agree that your use of the Software is at your sole and exclusive risk and that the Software is provided on an "As Is" basis. The Company hereby expressly disclaims any and all express or implied warranties of any kind, including, but not limited to the implied warranty of fitness for a particular purpose and the implied warranty of merchantability or fitness for a particular purpose, or the warranty of non-infringement. Without limiting the foregoing, the Company makes no warranties that the Software will meet your needs or that access to the Software will be uninterrupted or error-free. The Company also makes no warranties as to the reliability or accuracy of any information contained within the Software. You agree that any damage that may occur to you, through your computer system, or as a result of loss of your data from your use of the Software is your sole responsibility and that the Company is not liable for any such damage or loss.

YOU UNDERSTAND THAT THE INFORMATION PROVIDED TO YOU IS INTENDED TO EDUCATE YOU ABOUT SUBJECTS PERTINENT TO YOUR MENTAL HEALTH AND YOU FURTHER ACKNOWLEDGE THAT OUR SERVICE IS NOT INTENDED TO BE A SUBSTITUTE FOR CONSULTATION WITH A HEALTHCARE PROFESSIONAL.

YOU SPECIFICALLY ACKNOWLEDGE AND AGREE THAT WE ARE NOT RESPONSIBLE FOR ANY HEALTHCARE OR RELATED DECISIONS MADE BY YOU OR YOUR HEALTHCARE PROFESSIONAL BASED UPON DATA COLLECTED, TRANSMITTED, OR DISPLAYED BY OR ON OUR SERVICE, WHETHER SUCH DATA IS ACCURATE OR INACCURATE.

YOU FURTHER UNDERSTAND THAT A HEALTHCARE PROFESSIONAL WILL NOT CONTACT YOU TO FURTHER CONSULT REGARDING THE DATA COLLECTED, TRANSMITTED, OR DISPLAYED ON DATA COLLECTED, TRANSMITTED, OR DISPLAYED OUR SERVICE.

YOU SPECIFICALLY ACKNOWLEDGE AND AGREE THAT OUR SERVICES ARE NOT INTENDED TO: (1) DIAGNOSE, CURE, MITIGATE, TREAT, OR PREVENT ANY MENTAL HEALTH CONDITION OR DISEASE; (2) ALERT HEALTH CARE PROFESSIONALS REGARDING A MENTAL HEALTH OR OTHER MEDICAL

CONDITION; OR (3) ASSESS FOR SUICIDALITY OR THE RISK OF HARM TO YOURSELF OR HARM TO OTHERS.

IF YOU NEED MENTAL HEALTH OR OTHER MEDICAL ADVICE, PLEASE SPEAK WITH YOUR HEALTHCARE PROVIDER.

IF YOU THINK YOU ARE HAVING A LIFE-THREATENING EMERGENCY OR MENTAL HEALTH CRISIS GET HELP RIGHT AWAY BY CALLING 911 OR YOUR LOCAL EMERGENCY RESPONSE UNIT.

ANY ADVICE, SERVICES, OR TOOLS PROVIDED ARE SUGGESTIONS ONLY WITH NO WARRANTY OF ANY PARTICULAR OR SPECIFIC OUTCOME. YOU ARE RESPONSIBLE FOR YOUR OWN INDIVIDUAL ACTION AND THE CORRESPONDING RESULTS. ALL STATEMENTS ARE ALWAYS OPINIONS ONLY, NOT GUARANTEES THAT YOU WILL ACHIEVE ANY PARTICULAR OR SPECIFIC RESULT. RESULTS WILL VARY BY INDIVIDUAL.

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Through your use of the Website, you may have the opportunities to engage in transactions with other users and vendors. You acknowledge that all transactions relating to any services offered by any party, including, but not limited to the purchase terms, payment terms, warranties, guarantees, maintenance, and delivery terms relating to such transactions, are agreed to solely between the seller or purchaser of services and you.

WE MAKE NO WARRANTY REGARDING ANY TRANSACTIONS EXECUTED THROUGH, OR IN CONNECTION WITH THIS WEBSITE, AND YOU UNDERSTAND AND AGREE THAT SUCH TRANSACTIONS ARE CONDUCTED ENTIRELY AT YOUR OWN RISK. ANY WARRANTY THAT IS PROVIDED IN CONNECTION WITH ANY PRODUCTS, SERVICES, MATERIALS, OR INFORMATION AVAILABLE ON OR THROUGH THIS WEBSITE FROM A THIRD PARTY IS PROVIDED SOLELY BY SUCH THIRD PARTY, AND NOT BY US OR ANY OTHER OF OUR AFFILIATES.

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SOME STATES OR JURISDICTIONS DO NOT ALLOW THE EXCLUSION OF CERTAIN WARRANTIES, SO SOME OF THE ABOVE LIMITATIONS MAY NOT APPLY TO YOU.

**TERMINATION:** This agreement is effective until terminated. You may terminate the Agreement at any time by ceasing to use the software. The Company may terminate this Agreement at any time for any reason or no reason.

**LIMITATION ON LIABILITY:** IN NO EVENT SHALL WE OR OUR AFFILIATES BE LIABLE TO YOU OR ANY THIRD PARTY FOR ANY SPECIAL, PUNITIVE, INCIDENTAL, INDIRECT OR CONSEQUENTIAL DAMAGES OF ANY KIND, OR ANY DAMAGES WHATSOEVER, INCLUDING, WITHOUT LIMITATION, THOSE RESULTING FROM LOSS OF USE, DATA OR PROFITS, WHETHER OR NOT WE HAVE BEEN ADVISED OF THE POSSIBILITY OF SUCH DAMAGES, AND ON ANY THEORY OF LIABILITY, ARISING OUT OF OR IN CONNECTION WITH THE USE OF THIS SOFTWARE.

FURTHER, WE SHALL NOT BE LIABLE IN ANY WAY FOR THIRD PARTY SERVICES OFFERED THROUGH THIS WEBSITE, INCLUDING WITHOUT LIMITATION THE EDUCATIONAL MATERIAL THAT IS PUBLISHED ON THE WEBSITE. ADDITIONALLY, WE SHALL NOT BE HELD LIABLE IN ANY WAY FOR RISKS ASSOCIATED WITH THE TRANSMISSION AND SUBMISSION OF YOUR DATA TO AND FROM THIS WEBSITE. YOU FURTHER AGREE THAT IT IS YOUR RESPONSIBILITY TO ABIDE BY ALL FEDERAL AND LOCAL REGULATIONS AND YOU AGREE THAT WE SHALL NOT BE HELD LIABLE FOR YOUR INFRINGEMENT OF THOSE REGULATIONS.

**DISPUTE RESOLUTION & GOVERNING LAW:** All disputes will be resolved as provided for in the Terms & Conditions or Terms of Service. Should Company not have a live version of any Terms document or any other provisions in any user-facing document covering dispute resolution and governing law, the laws of Texas shall govern any matter or dispute relating to or arising from this EULA or the Company's relationship with End User.

**ASSIGNMENT:** This Agreement, or the rights granted hereunder, may not be assigned, sold, leased or otherwise transferred in whole or part by you. Should this Agreement, or the rights granted hereunder, be assigned, sold, leased or otherwise transferred by the Company, the rights and liabilities of the Company will bind and inure to any assignees, administrators, successors, and executors.

**HEADINGS FOR CONVENIENCE ONLY:** Headings of parts and subparts under this Agreement are for convenience and organization, only. Headings shall not affect the meaning of any provisions of this Agreement.

**NO AGENCY, PARTNERSHIP OR JOINT VENTURE:** No agency, partnership, or joint venture has been created between the Parties as a result of this Agreement. No Party has any authority to bind the other to third parties.

**FORCE MAJEURE:** The Company is not liable for any failure to perform due to causes beyond its reasonable control including, but not limited to, acts of God, acts of civil authorities, acts of military authorities, riots, embargoes, acts of nature and natural disasters, pandemic or global health crisis, and other acts which may be due to unforeseen circumstances.

**ELECTRONIC COMMUNICATIONS PERMITTED:** Electronic communications are permitted to both Parties under this Agreement, including e-mail or fax. For any questions or concerns, please email us at the following address: [support@mindme.net](mailto:support@mindme.net)