

TERMS & CONDITIONS

Effective Date: March 11, 2021

MindMe.net Corporation

THE AGREEMENT: The use of this website and services on this website provided by MindMe.net Corporation (hereinafter referred to as "Company") are subject to the following Terms & Conditions (hereinafter the "Agreement"), all parts and sub -parts of which are specifically incorporated by reference herein.

We reserve the right to change these Terms & Conditions from time to time without notice to you. You acknowledge and agree that it is your responsibility to review this site and these Terms & Conditions periodically and to be aware of any modifications. Your continued use of this site after such modifications will constitute your acknowledgment of the modified Terms & Conditions and agreement to abide and be bound by the modified Terms & Conditions.

This Agreement shall govern the use of all pages on this website, including any other media form, media channel, mobile website or mobile application related, linked, or otherwise connected thereto (hereinafter collectively referred to as "Website") and any services provided by or on this Website ("Services").

1) DEFINITIONS

The parties referred to in this Agreement shall be defined as follows:

- a) Company, Us, We: The Company, as the creator, operator, and publisher of the Website, makes the Website, and certain Services on it , available to users. MindMe.net Corporation, Company, Us, We, Our, Ours and other first -person pronouns will refer to the Company, as well as all employees and affiliates of the Company.
- b) You, the User, the Client: You, as the user of the Website, will be referred to throughout this Agreement with second -person pronouns such as You, Your, Yours, or as User or Client.
- c) Parties: Collectively, the parties to this Agreement (the Company and You) will be referred to as Parties.

2) ASSENT & ACCEPTANCE

By using the Website, You warrant that You have read and reviewed this Agreement and that You agree to be bound by it. If You do not agree to be bound by this Agreement, please leave the Website immediately. The Company only agrees to provide use of this Website and Services to You if You assent to this Agreement. Your agreement with us regarding compliance with these Terms & Conditions becomes effective immediately upon commencement of your use of this Website.

3) DESCRIPTION OF SERVICES

We are committed to personalized mental wellness. Through the use of our Website, you are able to self-monitor your mental health from wherever you are. You, as the user, will be responsible for creating a user account and completing the scientifically validated assessment instrument known as the Self-management, Self-test to monitor for feelings of sadness, anxiety, stress, fatigue, and burnout. The Website takes your answers to help determine the potential risks for the user's mental health challenges. Regular use of the Website will allow You to track your progress and serve as a guide to better mental health. Our service is not intended to diagnose any mental health condition or automatically alert health care professionals to potentially serious mental health conditions. It is your responsibility to present your medical data to your physician for further analysis and diagnosis.

You warrant that you are at least 18 years of age and have the legal capacity in your jurisdiction to enter into this Agreement. If you do not have the legal capacity or are otherwise restricted under applicable laws and/or you live in or are subject to an age restriction in your jurisdiction, you must obtain permission from your parents(s) or legal guardian(s) to use our Website. Parent(s) or legal guardian(s) are responsible for: (i) all actions in connection with a child's access to our Website; (ii) compliance with this policy; and (iii) ensuring that their child's use of the Website will not, in any event, result in any violation of applicable laws and regulations relating to child protections.

You are solely responsible for providing, at your own expense, all equipment necessary to use the services, including a computer and modem; and your own internet access (including payment of telephone service fees associated with such access).

You understand and agree that temporary interruptions of the services available through this Website may occur as normal events. You further understand and agree that we have no control over third party networks you may access in the course of the use of this Website, and therefore, delays and disruption of other network transmissions are completely beyond our control.

You understand and agree that the services available on this Website are provided "AS IS."

4) INTELLECTUAL PROPERTY

Copyright (c) 2020 MindMe.net Corporation All Rights Reserved.

You agree that the Website and all Services provided by the Company are the property of the Company, including all copyrights, trademarks, 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. Any unauthorized use of the materials appearing on this Website may violate copyright, trademark and other applicable laws and could result in criminal or civil penalties.

Nothing in these Terms & Conditions grants you any right to use any trademark, service mark, logo, and/or the name of Mindme.net or any variation thereof.

5) USER OBLIGATIONS

As a user of the Website or Services, You may be asked to register with Us. When You do so, You will choose a user identifier, which may be Your email address or another term, as well as a password. You are solely responsible for maintaining the confidentiality of your password and account and for any and all statements made and acts or omissions that occur through the use of your password and account, including any mail sent and any charges incurred. Therefore, You must take steps to ensure that others do not gain access to your password and account. Upon registration, You may also provide personal information, including, but not limited to, Your name. You are responsible for ensuring the accuracy of this information. This identifying information will enable You to use the Website and Services. You must not share such identifying information with any third party, and if You discover that Your identifying information has been compromised, You agree to notify Us immediately in writing. Email notification will suffice. You are responsible for maintaining the safety and security of Your identifying information as well as keeping Us apprised of any changes to Your identifying information. Providing false or inaccurate information or using the Website or Services to further fraud or unlawful activity is grounds for immediate termination of this Agreement.

You are solely responsible for the materials that you share, email, transmit, or otherwise make available to us via submission. By making a submission, you agree that the transmission of information will not be protected in accordance with the Health Insurance Portability and Accountability Act of 1996 (“HIPAA”). Once information has been received, we will store and manage all of your data in accordance with applicable data privacy and security requirements. You agree that you must evaluate, and bear all risks associated with your disclosure of any submission and storage of personal information.

6) ACCEPTABLE USE

You agree not to use the Website or Services for any unlawful purpose or any purpose prohibited under this clause. You agree not to use the Website or Services in any way that could damage the Website, Services, or general business of the Company.

a) You further agree not to use the Website or Services:

- 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; or
- VIII) To unlawfully gather information about others.

7) PRIVACY INFORMATION

Through Your Use of the Website and Services, You may provide Us with certain information. By using the Website or the Services, You authorize the Company to use Your information in the United States and any other country where We may operate.

a) Information We May Collect or Receive: When You register for an account, You provide Us with a valid email address and may provide Us with additional information, such as Your name, address, gender, date of birth/age, email address, billing or other information as applicable. Depending on how You use Our Website or Services, We may also receive information from external applications that You use to access Our Website, or We may receive information through various web technologies, such as cookies, log files, clear gifs, web beacons or others.

b) How We Use Information: We use the information gathered from You to ensure Your continued good experience on Our Website, including through email communication. We may also track certain aspects of the passive information received to improve Our marketing and analytics, and for this, We may work with third-party providers.

c) How You Can Protect Your Information: If You would like to disable Our access to any passive information We receive from the use of various technologies, You may choose to disable cookies in Your web browser. Please be aware that the Company will still receive information about You that You have provided, such as Your email address. If You choose to terminate Your account, the Company will store information about You for up to thirty (30) days. After that time, it will be deleted.

For more information, please refer to the MindMe.net Corporation Privacy Policy located on this Website.

8) ASSUMPTION OF RISK

The Website and Services are provided for communication purposes only. You acknowledge and agree that any information posted on Our Website is not intended to be legal advice, medical advice, or financial advice, and no fiduciary relationship has been created between You and the Company. You further agree that the use of the services or the downloading or other acquisition of any materials through this Website is done at your own discretion and risk. The Company does not assume responsibility or liability for any advice or other information given on the Website.

9) SALES

The Company may sell goods or services or allow third parties to sell goods or services on the Website. The Company undertakes to be as accurate as possible with all

information regarding the goods and services, including product descriptions and images. However, the Company does not guarantee the accuracy or reliability of any product information, and You acknowledge and agree that You purchase such products at Your own risk.

10) REVERSE ENGINEERING & SECURITY

You agree not to undertake any of the following actions:

- a) Reverse engineer, or attempt to reverse engineer or disassemble any code within or software or on Company Website;
- b) Violate the security of the Website or Services through any unauthorized access, circumvention of encryption or other security tools, data mining or interference to any host, user, or network.

11) DATA LOSS

The Company does not accept responsibility for the security of Your account or content. You agree that Your use of the Website or Services is at Your own risk.

12) 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 Website or Services, 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.

13) SPAM POLICY

You are strictly prohibited from using the Website 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.

14) THIRD-PARTY LINKS & CONTENT

The Company may occasionally post links to third party websites or other services. These other sites and parties are not under our control, and you acknowledge that we are not responsible for the accuracy, copyright compliance, legality, decency, or any other aspect of the content of such sites, nor are we responsible for errors or omissions in any references to other parties or their products and services. The inclusion of such a link or reference is provided merely as a convenience and does not imply endorsement of, or association with, the site or party by us, or any warranty of any kind, either express or implied. You agree that the Company is not responsible or liable for any loss or damage caused as a result of Your use of any third-party services linked to from Our Website.

15) MODIFICATION & VARIATION

The Company may, from time to time and at any time without notice to You, modify this Agreement. You agree that the Company has the right to modify his Agreement or revise anything contained herein. You further agree that all modifications to this Agreement are in full force and effect immediately upon posting on the Website and that modifications or variations will replace any prior version of this Agreement, unless prior versions are specifically referred to or incorporated into the latest modification or variation of this Agreement.

- a) To the extent any part or subpart of this Agreement is held ineffective or invalid by any court of law, You agree that the prior, effective version of this Agreement shall be considered enforceable and valid to the fullest extent.
- b) You agree to routinely monitor this Agreement and refer to the Effective Date posted at the top of this Agreement to note modifications or variations. You further agree to clear Your cache when doing so to avoid accessing a prior version of this Agreement. You agree that Your continued use of the Website after any modifications to this Agreement is a manifestation of Your continued assent to this Agreement.
- c) In the event that You fail to monitor any modifications to or variations of this Agreement, You agree that such failure shall be considered an affirmative waiver of Your right to review the modified Agreement.

16) ENTIRE AGREEMENT

This Agreement constitutes the entire understanding between the Parties with respect to any and all use of this Website. This Agreement supersedes and replaces all prior or

contemporaneous agreements or understandings, written or oral, regarding the use of this Website. These Terms & Conditions may NOT be altered, supplemented, or amended by the use of any other document(s). Any attempt to alter, supplement or amend this document or to enter an order for products or services which are subject to additional or altered terms and conditions shall be null and void, unless otherwise agreed to in a written agreement signed by you and us. To the extent that anything in or associated with this Website is in conflict or inconsistent with these Terms & Conditions, these Terms & Conditions shall take precedence.

17) SERVICE INTERRUPTIONS

The Company may need to interrupt Your access to the Website to perform maintenance or emergency services on a scheduled or unscheduled basis. You agree that Your access to the Website 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.

18) TERM, TERMINATION & SUSPENSION

The Company may terminate this Agreement with You at any time for any reason, with or without cause. The Company specifically reserves the right to terminate this Agreement if You violate any of the terms outlined herein, including, but not limited to, violating the intellectual property rights of the Company or a third party, failing to comply with applicable laws or other legal obligations, and/or publishing or distributing illegal material.

Upon termination or suspension, regardless of the reasons therefore, your right to use the services available on this Website immediately ceases, and you acknowledge and agree that we may immediately deactivate or delete your account and all related information and files in your account and/or bar any further access to such files or this Website.

You understand that certain personal health information cannot be forgotten under applicable regulations. We shall not be liable to you or any third party for any claims or damages arising out of any termination or suspension or any other actions taken by us in connection therewith.

If You have registered for an account with Us, You may also terminate this Agreement at any time by contacting Us and requesting termination. At the termination of this

Agreement, any provisions that would be expected to survive termination by their nature shall remain in full force and effect.

19) DISCLAIMER OF WARRANTIES

You agree that Your use of the Website and Services is at Your sole and exclusive risk and that any Services provided by Us are 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 Website or Services will meet Your needs or that the Website or Services will be uninterrupted, error-free, or secure. The Company also makes no warranties as to the reliability or accuracy of any information on the Website or obtained through the Services. 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 Website or Services 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.

THIS WEBSITE COULD INCLUDE TECHNICAL OR OTHER MISTAKES, INACCURACIES OR TYPOGRAPHICAL ERRORS. WE MAY MAKE CHANGES TO THE MATERIALS AND SERVICES AT THIS WEBSITE, INCLUDING THE PRICES AND DESCRIPTIONS OF ANY PRODUCTS LISTED HEREIN, AT ANY TIME WITHOUT NOTICE. THE MATERIALS OR SERVICES AT THIS WEBSITE MAY BE OUT OF DATE, AND WE MAKE NO COMMITMENT TO UPDATE SUCH MATERIALS OR SERVICES.

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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for further information, which policies are incorporated by reference into these Terms & Conditions.

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

20) 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 WEBSITE OR OF ANY WEBSITE REFERENCED OR LINKED TO AND FROM THIS WEBSITE.

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.

21) GENERAL PROVISIONS:

a) **LANGUAGE:** All communications made, or notices given pursuant to this Agreement shall be in the English language.

b) **JURISDICTION, VENUE & CHOICE OF LAW** : Through Your use of the Website or Services, You agree that the laws of the State of Texas shall govern any matter or dispute relating to or arising out of this Agreement, as well as any dispute of any kind that may arise between You and the Company, with the exception of its conflict of law provisions. In case any litigation specifically permitted under this Agreement is initiated, the Parties agree to submit to the personal jurisdiction of the state and federal courts of the following county: Travis. The Parties agree that this choice of law, venue, and jurisdiction provision is not permissive, but rather mandatory in nature. You hereby waive the right to any

objection of venue, including assertion of the doctrine of forum non conveniens or similar doctrine.

c) **ARBITRATION**: In case of a dispute between the Parties relating to or arising out of this Agreement, the Parties shall first attempt to resolve the dispute personally and in good faith. If these personal resolution attempts fail, the Parties shall then submit the dispute to binding arbitration. The arbitration shall be conducted in the following county: Hennepin. The arbitration shall be conducted by a single arbitrator, and such arbitrator shall have no authority to add Parties, vary the provisions of this Agreement, award punitive damages, or certify a class. The arbitrator shall be bound by applicable and governing Federal law as well as the law of the following state: Texas. Each Party shall pay their own costs and fees. Claims necessitating arbitration under this section include, but are not limited to: contract claims, tort claims, claims based on Federal and state law, and claims based on local laws, ordinances, statutes, or regulations. Intellectual property claims by the Company will not be subject to arbitration and may, as an exception to this subpart, be litigated. The Parties, in agreement with this subpart of this Agreement, waive any rights they may have to a jury trial in regard to arbitral claims.

d) **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.

e) **SEVERABILITY**: If any part or subpart of this Agreement is held invalid or unenforceable by a court of law or competent arbitrator, the remaining parts and sub-parts will be enforced to the maximum extent possible. In such condition, the remainder of this Agreement shall continue in full force.

f) **NO WAIVER** : In the event that We fail to enforce any provision of this Agreement, this shall not constitute a waiver of any future enforcement of that provision or of any other provision. Waiver of any part or subpart of this Agreement will not constitute a waiver of any other part or subpart.

g) **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.

h) **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.

i) **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.

j) **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.