

Terms of Service for Users

Last Updated: February 7, 2020

These Terms of Service ("**Terms**") are a legally binding contract between **Wellin5 USA**, **Inc**., a Delaware corporation, ("**Wellin5 USA**", "**We**" or "**Us**") regarding your use of the Therachat suite of online services and online applications ("**Therachat**" or the "**Services**")

PLEASE READ THE FOLLOWING TERMS CAREFULLY. BY CLICKING "I ACCEPT," OR BY USING THERACHAT, YOU ACKNOWLEDGE THAT YOU HAVE READ, UNDERSTOOD, AND AGREE TO BE BOUND BY THE FOLLOWING TERMS AND CONDITIONS, INCLUDING THE THERACHAT PRIVACY POLICY. If you are not eligible, or do not agree to the Terms, then you do not have our permission to use Therachat.

The term "you", "your" or "User(s)" shall refer to any entity or person that accesses, views, uses our Therachat, and/or starts an account with us. Therachat is offered to you conditioned on your acceptance without modification of Terms contained herein. Your use of Therachat constitutes your agreement to all such Terms. Please read these terms carefully, and keep a copy of them for your reference.

THERACHAT IS NOT DESIGNATED OR INTENDED FOR USE IN EMERGENCY SITUATIONS. EMERGENCY AND URGENT QUESTIONS SHOULD BE DIRECTED IMMEDIATELY TO QUALIFIED PROFESSIONALS (E.G., IN THE UNITED STATES, CALL 911 AND/OR VISIT URGENT CARE CENTER). THERACHAT IS NOT INTENDED TO DIAGNOSE ANY MEDICAL CONDITION OR AUTOMATICALLY ALERT YOUR THERAPIST, OR OTHER HEALTHCARE PROFESSIOALS, OR EMERGENCY SERVICES TO POTENTIALLY SERIOUS MEDICAL CONDITIONS.

These Terms provide that all disputes between you and Wellin5 USA will be resolved by BINDING ARBITRATION, to the fullest extent permitted under applicable law. YOU AGREE TO GIVE UP YOUR RIGHT TO GO TO COURT to assert or defend your rights under this contract, except for matters that may be taken to small claims court, to the fullest extent permitted under applicable law. Your rights will be determined by a NEUTRAL ARBITRATOR and NOT a judge or jury, and your claims cannot be brought as a class action, to the fullest extent permitted under applicable law. Please review the Arbitration Section below for the details regarding your agreement to arbitrate any disputes with Wellin5 USA.

1. PRIVACY

Your use of Therachat is subject to our Privacy Policy. Please review our <u>Privacy Policy</u>, which also governs Therachat and informs Users of our data collection practices. Please read the Therachat Privacy Policy carefully for information relating to our collection, use, storage and disclosure of your personal information. The Therachat Privacy Policy is incorporated by this reference into, and made a part of, these Terms. You explicitly consent to the collection, hosting, use, disclosure and other processing or handling of your personal information (including sharing data with third party providers) as described in the Therachat Privacy Policy.

2. USE OF OUR PLATFORM

Therachat is intended only to allow therapists to communicate with and solicit health information and responses to questions and other interactive prompts ("Communications Data") from their patients (either directly or by use of automated 'bot' functionality) in between therapy sessions and to alert therapists when specified keywords are used in such responses or other criteria are met. Therachat may also create and display reports which associate Communications Data with other data to provide additional insights and analysis. You may not access or use Therachat for any other purpose. Therachat is not intended to diagnose any medical condition, provide decision support algorithms, or automatically alert healthcare professionals or patients to potentially serious medical conditions. You are solely responsible for any Communications Data or other information recorded and stored by you on Therachat.

Access to Therachat is permitted on a temporary basis, and we reserve the right to withdraw or amend the service we provide without notice. We will not, and neither will any of our partners, be liable if for any reason Therachat is unavailable at any time or for any period. We may make some parts of Therachat available only to Users who have registered an account with us. You may be required to register an account with us and submit certain personal data to access certain parts of Therachat.

You must be eighteen (18) years or over in order to use Therachat and its services. We do not knowingly collect, either online or offline, personal information from persons under the age of 13.

3. ELIGIBILITY

By agreeing to these Terms, you represent and warrant to us that: (a) you are an individual who is at least eighteen (18) years old; (b) you have not previously been suspended or removed from Therachat; and (c) your registration and your use of Therachat is in compliance with all applicable laws and regulations.

4. REGISTRATION, ACCOUNT AND COMMUNICATION PREFERENCES

In order to access and use certain areas or features of Therachat, you will need to have an account with us (the "Account"). By creating an Account, you agree to (i) provide accurate,

current and complete account information about yourself as necessary, (ii) maintain and promptly update from time to time as necessary your Account information, (iii) maintain the security of your password and accept all risks of unauthorized access to your Account and the information you provide to us, and (iv) immediately notify us if you discover or otherwise suspect any security breaches related to your Account. In creating an Account, you represent that you are of legal age to form a binding contract and are not a person barred from receiving services under the laws of the United States or any other applicable jurisdiction. We reserve the right to suspend or terminate your Account if any information provided during the registration process or thereafter proves to be inaccurate, false or misleading.

- (a) Communication Preferences. By creating an Account, you also consent to receive electronic communications from us (e.g., via email or by posting notices to Therachat). These communications may include notices about your Account (e.g., password changes, updates and other transactional information) and are part of your relationship with us. You agree that any notices, agreements, disclosures or other communications that we send to you electronically will satisfy any legal communication requirements, including, but not limited to, that such communications be in writing.
- (b) Account Information. You agree to provide current, complete and accurate payment and account information for your Account. You agree to promptly update your Account and other information, including your email and address, so that we can complete your transactions and contact you as needed. We reserve the right to suspend the provision of Therachat or any part thereof, if any information provided during the registration process or thereafter proves to be inaccurate, false or misleading. You are responsible for all charges incurred under your Account, whether made by you or another person using your Account.
- (c) Account Access and Security. If you use Therachat, you are responsible for maintaining the confidentiality of your Account and password for restricting access to your computer or mobile device, and you agree to accept responsibility for all activities that occur under your Account or password. You may not assign or otherwise transfer your Account to any other person or entity. You acknowledge that we are not responsible for third party access to your account that results from theft or misappropriation of your account. We reserve the right to refuse or cancel service, terminate accounts, or remove or edit content from Therachat if in our opinion, you have failed to comply with any of the provisions of these Terms. If you have reason to believe that your account is no longer secure, then you must immediately notify us at support@therachat.io

5. PAYMENT

Access to Therachat, or to certain features of Therachat, may require you to pay fees. Before you pay any fees, you will have an opportunity to review and accept the fees that you will be charged. All fees are non-refundable, to the fullest extent permitted under applicable law. If we change the fees for Therachat, including by adding additional fees or charges, we will provide you advance notice of those changes. If you do not accept the changes, we may discontinue providing access

to Therachat to you. Notwithstanding the foregoing, if you have entered into a separate written agreement with us governing your use of Therachat which specifies the fees for Therachat, such fees will remain as provided therein for the term of that agreement. We will charge the payment method you specify at the time of purchase. You authorize us to charge all sums as described in these Terms, for the services you select, to that payment method. If you pay any fees with a credit card, we may seek pre-authorization of your credit card account prior to your purchase to verify that the credit card is valid and has the necessary funds or credit available to cover your purchase. The services may include functionality for activating, updating or canceling recurring payments for periodic charges. If you activate or update recurring payments through Therachat, you authorize us to periodically charge, on a going-forward basis and until cancellation of either the recurring payments or your account, all accrued sums on or before the payment due date for the accrued sums. If you use Therachat to update or cancel any existing authorized one-time or recurring payment, it may take several business days for the update or cancellation to take effect. Please contact support@therachat.io for any billing inquires.

6. NOTIFICATIONS AND AUTOMATIC ALERTS

Under some circumstances, we may present you with notifications or suggested actions based on our analysis of your Communications Data and other information you or they have provided to us. For example, we may prompt you to respond to questions from your therapist or other interactive services. Those notifications or suggested action, or lack thereof, are not intended to replace the opinion of your therapist or physician. It is your responsibility to meet regularly with your therapist and other healthcare professionals to determine the proper course of action is based on your therapeutic and medical history. We make no representations or warranties about the accuracy, reliability, completeness, or timeliness of any push notifications. You accept that any reliance on these notifications will be at your own risk, and Wellin5 USA disclaims all liability arising from your use of them or reliance upon them. You agree that we may send push notifications to your email address or mobile device for Service-related or marketing purposes, if they are enabled, provided that we do so in accordance with the Therachat Privacy Policy. You may turn off push notifications through your application settings.

7. ACCESS TO THE WEBSITE

We shall use commercially reasonable efforts to ensure the availability of Therachat, except that we shall not be liable for: (a) scheduled downtime; or (b) any unavailability caused directly or indirectly by circumstances beyond our reasonable control, including without limitation, (i) a force majeure event; (ii) Internet service provider, webhosting, cloud computing platform, or public telecommunications network failures or delays, or denial of service attacks; (iii) a fault or failure of your computer systems or networks; or (iv) any breach by of these Terms by you.

8. PROHIBITED CONDUCT

Use of Therachat is limited to the permitted uses expressly authorized by us. Therachat shall not be used in any way that:

- (a) Add or invite any patient or other individual under the age of 13 to use Therachat;
- (b) Use or access Therachat (i) from a jurisdiction where such use or access is not authorized, (ii) for any illegal purpose, or (iii) in violation of any local, state, national, or international law, including without limitation HIPAA, as applicable;
- (c) Conduct activities that may be harmful to others or that could damage Wellin5 USA's and/or Therachat's reputation;
- (d) Violate, or encourage others to violate, any right of a third party, including by infringing or misappropriating any third party intellectual property right;
- (e) Post, upload, or distribute marketing or advertising links or content, or any User Content or other content that is unlawful, defamatory, libelous, inaccurate, or that a reasonable person could deem to be objectionable, profane, indecent, pornographic, harassing, threatening, embarrassing, hateful, or otherwise inappropriate;
- (f) Use scrapers, robots, or other data gathering devices not provided by Therachat on or through Therachat;
- (g) Interfere with security-related features of Therachat, including by: (a) disabling or circumventing features that prevent or limit use or copying of any content; or (b) reverse engineering, decompiling, or otherwise attempting to discover the source code of any portion of Therachat, including the app(s), except to the extent that such activity is expressly permitted by applicable law notwithstanding this restriction;
- (h) Upload or otherwise disseminate any virus, adware, spyware, worm, or other malicious code;
- (i) Make any unsolicited offer or advertisement to another user of Therachat;
- (j) Attempt to collect personal information, Communications Data, or other information about another user or third party without their consent;
- (k) Interfere with or disrupt any network, equipment, or server connected to or used to provide Therachat, or violating any regulation, policy, or procedure of any such network, equipment, or server:

- (I) Perform any fraudulent activity including impersonating any person or entity, claiming a false affiliation, accessing any other Therachat or patient account without permission, or falsifying your account registration information;
- (m) Modify, translate, or create derivative works, adaptations or compilations of, or based on, Therachat or part thereof, or use, copy or reproduce Therachat or any part thereof other than as expressly permitted in these Terms;
- (n) Assign, sublicense, lease, sell, grant a security interest in, or otherwise transfer the access granted under these Terms or any Materials (as defined in below) or any right or ability to view, access, or use any Material; or
- (o) Attempt to do any of the acts described in this Section 9, or assist or permit any person in engaging in any of the acts described in this Section 9.

9. INTELLECTUAL PROPERTY RIGHTS

- (a) Ownership. Therachat is owned and operated by Wellin5USA. The visual interfaces, graphics, design, compilation, information, data, computer code (including source code or object code), products, software, services, and all other elements of Therachat ("Materials") provided by us are protected by intellectual property and other laws. All Materials included in Therachat are the property of Wellin5 USA or our third-party licensors. Except as expressly authorized by us, you may not make use of the Materials. We reserve all rights to the Materials not granted expressly in these Terms. You agree to observe and abide by all copyright and other proprietary notices, legends or other restrictions contained in any such content and will not make any changes thereto.
- (b) Restrictions. You will not modify, publish, transmit, reverse engineer, participate in the transfer or sale, create derivative works, or in any way exploit any of the content, in whole or in part, found on Therachat. Our content is not for resale. Your use of Therachat does not entitle you to make any unauthorized use of any protected content, and in particular you will not delete or alter any proprietary rights or attribution notices in any content. You will use protected content solely for your personal use, and will make no other use of the content without the express written permission of Wellin5 USA and the copyright owner. You agree that you do not acquire any ownership rights in any protected content. We do not grant you any licenses, express or implied, to the intellectual property of Wellin5 USA or our licensors except as expressly authorized by these Terms.
- (c) License. You are granted a non-exclusive, non-transferable, revocable license to access and use Therachat strictly in accordance with these Terms. As a condition of your use of Therachat, you warrant to us that you will not use Therachat for any purpose that is unlawful or prohibited by these Terms. You may not use Therachat in any manner which could damage, disable, overburden, or impair Therachat or interfere with any other party's use and enjoyment of Therachat. You may not obtain or attempt to obtain any materials

or information through any means not intentionally made available or provided for through Therachat.

(d) Open Source Software. The Service may include or incorporate third-party software components that are generally available free of charge under licenses granting recipients broad rights to copy, modify, and distribute such components ("Open Source Components"). Although the Service is provided to you subject to these Terms, nothing in these Terms prevents, restricts, or is intended to prevent or restrict you from obtaining such Open Source Components under the applicable third-party licenses or to limit your use of such Open Source Components thereunder.

10. USER CONTENT

Certain features of Therachat may permit you, your therapist, or other users to upload content to Therachat, including messages, images, data, text, and other types of information ("User Content") and to publish User Content on Therachat. You retain the copyrights, any moral rights, and any other proprietary rights that you may hold in the User Content that you post to Therachat. By posting or publishing User Content, you grant Wellin5 USA a worldwide, irrevocable, non-exclusive, royalty-free, fully paid right and license (with the right to sublicense) to use, host, store, transfer, display, perform, reproduce, modify, delete, adapt, publish and distribute your User Content, in whole or in part, for any purpose in accordance with our Privacy Policy, in any media formats and through any media channels now known or hereafter developed. By posting or sharing User Content with your therapist or other users of Therachat, you grant those users a non-exclusive license to access and use that User Content as permitted by these Terms and the functionality of Therachat.

You further acknowledge and agrees that you and you alone, are responsible for the development your User Content. You grant all rights described in this paragraph in consideration of your use of the Services, without compensation of any sort to you. We do not claim ownership of User Content. You are solely responsible for your User Content and the consequences of posting or publishing User Content. By posting or publishing User Content, you affirm, represent, and warrant that you are the creator and owner of the User Content, or have the necessary licenses, rights, consents, and permissions to authorize us and users of Therachat to use and distribute your User Content as necessary to exercise the licenses granted by you in this section, in the manner contemplated by us, Therachat, and these Terms; and your User Content, and the use of your User Content as contemplated by these Terms, does not and will not: (i) infringe, violate, or misappropriate any third-party right, including any copyright, trademark, patent, trade secret, moral right, privacy right, right of publicity, or any other intellectual property or proprietary right; (ii) slander, defame, libel, or invade the right of privacy, publicity or other property rights of any other person; or (iii) cause us to violate any law or regulation, as applicable.

We are under no obligation to edit or control User Content that you or other users post or publish, and will not be in any way responsible or liable for User Content. We may, however, at any time and without prior notice, screen, remove, edit, or block any User Content that in our sole judgment

violates these Terms or is otherwise objectionable. You understand that when using Therachat you will be exposed to User Content from a variety of sources and acknowledge that User Content may be inaccurate, offensive, indecent, or objectionable. To the fullest extent allowed under applicable law, you agree to waive, and do waive, any legal or equitable right or remedy you have or may have against Wellin5 USA with respect to User Content. We expressly disclaim any and all liability in connection with User Content, to the fullest extent allowed under applicable law. If notified by a user or content owner that User Content allegedly does not conform to these Terms, we may investigate the allegation and determine in our sole discretion whether to remove the User Content, which we reserve the right to do at any time and without notice.

11. DMCA NOTIFICATION

We comply with the provisions of the Digital Millennium Copyright Act (the "**DMCA**") applicable to our operations (17 U.S.C. §512, as amended). If you have an intellectual property rights-related complaint about material posted on Therachat, you may contact our designated agent at the following address:

Wellin5 USA, Inc. ATTN: General Counsel The Urban Hive 1601 Alhambra Blvd #100 Sacramento, CA 95816 Email: support@therachat.io

Please note that under applicable law, if you knowingly give false, misleading or inaccurate information that User Consent is infringing, you may be subject to civil or criminal penalty. Any notice under the "DMCA" alleging that materials hosted by or distributed through Therachat infringe intellectual property rights must include all of the information required by the DMCA for such notices.

12. INTERACTIONS WITH OTHER USERS

We cannot and do not verify the identity of Users of Therachat or the accuracy of any information that Users provide. You are solely responsible for determining the identity and suitability of the other Users with whom you interact when using Therachat. We do not investigate or verify any user's reputation, conduct, morality, criminal background, or any information Users may submit to Therachat. You are solely responsible for your interactions with other Users of Therachat. Please note that there are risks that may arise when dealing with strangers, including persons who may be acting under false pretenses. Please choose carefully the information you post and that you give to other Users of Therachat. You are discouraged from publicly posting your telephone number or street address on Therachat. Information posted to Therachat by other Users may be offensive, harmful or inaccurate, and in some cases, may be mislabeled or deceptively labeled. You assume all risks associated with dealing with other Users with whom you come in contact through Therachat.

13. USE OF COMMUNICATION SERVICES

Therachat may contain bulletin board services, chat, private chat, messaging, forums, and/or other message or communication facilities designed to enable you to communicate with other Users (collectively, "Communication Services"), you agree to use the Communication Services only to post, send and receive messages and material that are proper and related to Therachat. By way of example, and not as a limitation, you agree that when using a Communication Service, you will not engage in any prohibited conduct listed in Section 8. We have no obligation to monitor the Communication Services. However, we reserve the right to review materials posted to a Communication Service and to remove any materials in our sole discretion. We reserve the right to access, monitor, review and read any Communication Services as reasonably necessary to perform the Services, including without limitation to enforce these Terms and to monitor your conduct and misuse. We reserve the right to terminate your access to any or all of the Communication Services at any time without notice for any reason whatsoever.

14. FEEDBACK

You can submit questions, comments, suggestions, ideas, original or creative materials or other information about Therachat or the services provided through Therachat (collectively, "Feedback"). Feedback is non-confidential and shall become the sole property of Wellin5 USA. We shall own exclusive rights, including, without limitation, all intellectual property rights, in and to such Feedback and shall be entitled to the unrestricted use and dissemination of this Feedback for any purpose, commercial or otherwise, without acknowledgment or compensation to you.

15. LINKS TO THIRD PARTY WEBSITES/THIRD-PARTY SERVICES

Wellin5 USA may provide tools through Therachat that enable you to export information, including Communications Data or User Content, to third party services, including through features that allow you to link your account on Therachat with an account on the third party service. By using one of these tools, you represent, warrant, and agree that such transfers are permitted under HIPAA, and other applicable law and that you are authorized to, and that we may on your behalf, transfer that information to the applicable third-party service. Third party services are not under our control, and we are not responsible for any third party service's use of exported information. Therachat may also contain links to third-party websites. Linked websites are not under our control, and we are not responsible for their content.

16. TERMINATION OF USE; DISCONTINUATION AND/OR MODIFICATION OF THERACHAT.

You may terminate your account at any time by contacting customer service at support@therachat.io If you violate any provision of these Terms, your permission from us to use Therachat will terminate automatically. In addition, we may in our sole discretion terminate your user account on Therachat or suspend or terminate your access to Therachat at any time if you violate any provision of these Terms, if we no longer provide any part of Therachat, or for any reason or no reason, with or without notice. We also reserve the right to modify or discontinue

Therachat at any time (including by limiting or discontinuing certain features of Therachat), temporarily or permanently, without notice to you. To the fullest extent permitted under applicable law, we will have no liability whatsoever on account of any change to Therachat or any suspension or termination of your access to or use of Therachat. Upon the termination of your account or this agreement for any reason, we may at our option delete any data associated with your account.

17. ADDITIONAL TERMS

Your use of Therachat is subject to all additional terms, policies, rules, or guidelines applicable to Therachat or certain features of Therachat that we may post on or link to from Therachat (the "Additional Terms"), such as End-User License Agreements for any downloadable software applications, or rules that are applicable to a particular feature or content on Therachat, subject to Section 17. All Additional Terms are incorporated by this reference into, and made a part of, these Terms.

18. SUBCONTRACTORS

You hereby consent to Wellin5 USA's engagement of third parties (including Wellin5 USA's affiliates) to perform, or support the performance of, all or any portion of Therachat or the Wellin5 USA website).

19. INDEMINIFICATION

TO THE FULL EXTENT PERMITTED BY APPLICABLE LAW, YOU ARE RESPONSIBLE FOR YOUR USE OF THERACHAT, AND YOU AGREE TO INDEMNIFY, DEFEND AND HOLD HARMLESS WELLIN5 USA AND ITS OFFICERS, DIRECTORS, CONSULTANTS, AFFILIATES, SUBSIDIARIES, AGENTS (TOGETHER, THE "WELLIN5 USA INDEMNITEES"), FROM AND AGAINST EVERY CLAIM, LIABILITY, DAMAGE, LOSS, AND EXPENSE, INCLUDING REASONABLE ATTORNEYS' FEES AND COSTS, ARISING OUT OF OR IN ANY WAY CONNECTED WITH: (A) YOUR ACCESS TO, USE OF, OR ALLEGED USE OF, THERACHAT: (B) YOUR VIOLATION OF ANY PORTION OF THESE TERMS, ANY REPRESENTATION, WARRANTY, OR AGREEMENT REFERENCED IN THESE TERMS, OR ANY APPLICABLE LAW OR REGULATION, INCLUDING WITHOUT LIMITATION HIPAA; (C) YOUR VIOLATION OF ANY THIRD-PARTY RIGHT. INCLUDING ANY INTELLECTUAL PROPERTY RIGHT OR PUBLICITY, CONFIDENTIALITY, OTHER PROPERTY, OR PRIVACY RIGHT; (D) ANY DISPUTE OR ISSUE BETWEEN YOU AND ANY THIRD PARTY; AND (E) ALL CLAIMS ARISING FROM OR ALLEGING FRAUD, INTENTIONAL MISCONDUCT, CRIMINAL ACTS, OR GROSS NEGLIGENCE COMMITTED BY YOU. TO THE FULLEST EXTENT PERMITTED UNDER APPLICABLE LAW, WE RESERVE THE RIGHT, AT OUR OWN EXPENSE, TO ASSUME THE EXCLUSIVE DEFENSE AND CONTROL OF ANY MATTER OTHERWISE SUBJECT TO INDEMNIFICATION BY YOU (WITHOUT LIMITING YOUR INDEMNIFICATION OBLIGATIONS WITH RESPECT TO THAT MATTER), AND IN THAT CASE, YOU AGREE TO COOPERATE WITH OUR DEFENSE OF THAT CLAIM.

20. DISCLAIMERS; NO WARRANTIES.

THERACHAT AND ALL MATERIALS AND CONTENT AVAILABLE THROUGH THERACHAT ARE PROVIDED "AS IS" AND ON AN "AS AVAILABLE" BASIS, WITHOUT WARRANTY OR CONDITION OF ANY KIND, EITHER EXPRESS OR IMPLIED. THE WELLIN5 USA ENTITIES DISCLAIM ALL WARRANTIES OF ANY KIND, WHETHER EXPRESS OR IMPLIED, RELATING TO THERACHAT AND ALL MATERIALS AND CONTENT AVAILABLE THROUGH THERACHAT, INCLUDING: (A) ANY IMPLIED WARRANTY OF MERCHANTABILITY, FITNESS FOR A PARTICULAR PURPOSE, TITLE, QUIET ENJOYMENT, OR NON-INFRINGEMENT; (B) ANY WARRANTY ARISING OUT OF COURSE OF DEALING, USAGE, OR TRADE: AND (C) ANY WARRANTY AS TO WHETHER THE COMMUNICATIONS DATA OR OTHER INFORMATION AVAILABLE ON OR TRANSMITTED BY THERACHAT IS TRUE, COMPLETE OR ACCURATE. YOU SPECIFICALLY ACKNOWLEDGE AND AGREE THAT THERACHAT IS NOT RESPONSIBLE FOR ANY THERAPEUTIC OR OTHER HEALTHCARE DECISIONS MADE BY YOUR THERAPIST OR ANY OTHER HEALTHCARE PROFESSIONAL BASED UPON DATA OR INFORMATION COLLECTED, TRANSMITTED OR DISPLAYED BY OR THROUGH THERACHAT, WHETHER SUCH DATA IS ACCURATE OR INACCURATE. THE WELLIN5 USA ENTITIES DO NOT WARRANT THAT THERACHAT OR ANY PORTION OF THERACHAT, OR ANY MATERIALS OR CONTENT OFFERED THROUGH THERACHAT, WILL BE UNINTERRUPTED, SECURE, OR FREE OF ERRORS, VIRUSES, OR OTHER HARMFUL COMPONENTS, AND DO NOT WARRANT THAT ANY OF THOSE ISSUES WILL BE CORRECTED.

NO ADVICE OR INFORMATION, WHETHER ORAL OR WRITTEN, OBTAINED BY YOU FROM THERACHAT OR ANY MATERIALS OR CONTENT AVAILABLE THROUGH THERACHAT WILL CREATE ANY WARRANTY REGARDING ANY OF THE WELLIN5 USA ENTITIES OR THE SERVICE THAT IS NOT EXPRESSLY STATED IN THESE TERMS. YOU ASSUME ALL RISK FOR ANY DAMAGE THAT MAY RESULT FROM YOUR USE OF OR ACCESS TO THERACHAT, YOUR DEALING WITH YOUR THERAPIST OR ANY OTHER THERACHAT USER, AND ANY MATERIALS OR CONTENT AVAILABLE THROUGH THERACHAT. YOU UNDERSTAND AND AGREE THAT YOU USE THERACHAT, AND USE, ACCESS, DOWNLOAD, OR OTHERWISE OBTAIN MATERIALS OR CONTENT THROUGH THERACHAT AND ANY ASSOCIATED SITES OR SERVICES, AT YOUR OWN DISCRETION AND RISK, AND THAT YOU ARE SOLELY RESPONSIBLE FOR ANY DAMAGE TO YOUR PROPERTY (INCLUDING YOUR COMPUTER SYSTEM OR MOBILE DEVICE USED IN CONNECTION WITH THERACHAT), OR THE LOSS OF DATA THAT RESULTS FROM THE USE OF THERACHAT OR THE DOWNLOAD OR USE OF THAT MATERIAL OR CONTENT.

THE ABOVE PARAGRAPHS APPLY TO THE FULLEST EXTENT PERMITTED UNDER APPLICABLE LAW. SOME JURISDICTIONS MAY PROHIBIT A DISCLAIMER OF WARRANTIES, IN PARTICULAR A DISCLAIMER OF WARRANTIES PROVIDED OR IMPLIED BY LAW, AND YOU MAY HAVE OTHER RIGHTS THAT VARY FROM JURISDICTION TO JURISDICTION.

21. LIMITATIONS OF LIABILITY

IN NO EVENT WILL THE WELLIN5 USA ENTITIES BE LIABLE TO YOU FOR ANY INDIRECT, INCIDENTAL, SPECIAL, CONSEQUENTIAL OR PUNITIVE DAMAGES (INCLUDING DAMAGES FOR LOSS OF PROFITS, GOODWILL, OR ANY OTHER INTANGIBLE LOSS) ARISING OUT OF OR RELATING TO THIS AGREEMENT OR YOUR ACCESS TO OR USE OF, OR YOUR INABILITY TO ACCESS OR USE, THERACHAT OR ANY MATERIALS OR CONTENT ON THERACHAT, WHETHER BASED ON WARRANTY, CONTRACT, TORT (INCLUDING NEGLIGENCE), STATUTE, OR ANY OTHER LEGAL THEORY, AND WHETHER OR NOT ANY WELLIN5 USA ENTITY HAS BEEN INFORMED OF THE POSSIBILITY OF DAMAGE.

EXCEPT AS PROVIDED IN THE ARBITRATION SECTION, THE AGGREGATE LIABILITY OF THE WELLIN5 USA ENTITIES TO YOU FOR ALL CLAIMS ARISING OUT OF OR RELATING TO THIS AGREEMENT OR YOUR USE OF OR ANY INABILITY TO USE ANY PORTION OF THERACHAT OR OTHERWISE UNDER THESE TERMS, WHETHER IN CONTRACT, TORT, OR OTHERWISE, IS LIMITED TO \$100, TO THE FULLEST EXTENT PERMITTED UNDER APPLICABLE LAW.

SOME JURISDICTIONS DO NOT ALLOW THE EXCLUSION OR LIMITATION OF LIABILITY FOR CONSEQUENTIAL OR INCIDENTAL DAMAGES. ACCORDINGLY, THE ABOVE LIMITATION MAY NOT APPLY TO YOU. FURTHERMORE, NOTHING IN THESE TERMS LIMITS OR EXCLUDES ANY LIABILITY THAT CANNOT BE LIMITED OR EXCLUDED BY LAW, SUCH AS LIABILITY FOR INTENTIONAL VIOLATION OF THESE TERMS.

EACH PROVISION OF THESE TERMS THAT PROVIDES FOR A LIMITATION OF LIABILITY, DISCLAIMER OF WARRANTIES, OR EXCLUSION OF DAMAGES IS INTENDED TO AND DOES ALLOCATE THE RISKS BETWEEN THE PARTIES UNDER THESE TERMS. THIS ALLOCATION IS AN ESSENTIAL ELEMENT OF THE BASIS OF THE BARGAIN BETWEEN THE PARTIES. EACH OF THESE PROVISIONS IS SEVERABLE AND INDEPENDENT OF ALL OTHER PROVISIONS OF THESE TERMS. THE LIMITATIONS IN THIS SECTION 22 WILL APPLY EVEN IF ANY LIMITED REMEDY FAILS OF ITS ESSENTIAL PURPOSE.

22. HARM FROM COMMERCIAL USE

You agree that the consequences of commercial use or re-publication of content or information from Therachat may be so serious and incalculable, that monetary compensation may not be a sufficient or appropriate remedy and that we will be entitled to temporary and permanent injunctive relief to prohibit such use.

23. RELIANCE ON INFORMATION POSTED

Commentary and other materials posted on Therachat are not intended to amount to medical advice on which reliance should be placed. We therefore disclaim all liability and responsibility

arising from any reliance placed on such materials by any visitor of the Website, or by anyone who may be informed of any of its contents.

24. ERRORS, INACCURACIES AND OMISSIONS

Occasionally there may be information on Therachat that contains typographical errors, inaccuracies or omissions that may relate to product or service descriptions, pricing, promotions, offers, charges and availability. We reserve the right to correct any errors, inaccuracies or omissions, and to change or update information or cancel transactions if any information in Therachat is inaccurate at any time without prior notice. We undertake no obligation to update, amend or clarify information on Therachat, except as required by law. No specified update or refresh date applied in Therachat, should be taken to indicate that all information in Therachat has been modified or updated.

WELLIN5 USA DOES NOT REPRESENT, WARRANT OR OTHERWISE ENDORSE THAT THERACHAT OR ANY CONTENT OR INFORMATION THAT IS AVAILABLE, ADVERTISED OR SOLD THROUGH THERACHAT ARE ACCURATE, COMPLETE, AVAILABLE, CURRENT, OR THAT THE RESULTS OF USING THE THERACHAT WILL MEET YOUR REQUIREMENTS. WE RESERVE THE RIGHT TO CORRECT ANY ERRORS OR OMISSIONS IN THE THERACHAT.

25. ARBITRATION

BY AGREEING TO THE TERMS, YOU AGREE THAT YOU ARE REQUIRED TO RESOLVE ANY CLAIM THAT YOU MAY HAVE AGAINST WELLIN5 USA ON AN INDIVIDUAL BASIS IN ARBITRATION, AS SET FORTH IN THIS ARBITRATION SECTION. THIS WILL PRECLUDE YOU FROM BRINGING ANY CLASS, COLLECTIVE, OR REPRESENTATIVE ACTION AGAINST WELLIN5 USA, AND ALSO PRECLUDE YOU FROM PARTICIPATING IN OR RECOVERING RELIEF UNDER ANY CURRENT OR FUTURE CLASS, COLLECTIVE, CONSOLIDATED, OR REPRESENTATIVE ACTION BROUGHT AGAINST WELLIN5 USA.

(a) Generally. In the interest of resolving disputes between you and Wellin5 USA in the most expedient and cost effective manner, you and Wellin5 USA agree that every dispute arising in connection with these Terms will be resolved by binding arbitration, to the fullest extent permitted under applicable law. Arbitration is less formal than a lawsuit in court. Arbitration uses a neutral arbitrator instead of a judge or jury, may allow for more limited discovery than in court, and can be subject to very limited review by courts. Arbitrators can award the same damages and relief that a court can award. This agreement to arbitrate disputes includes all claims arising out of or relating to any aspect of these Terms, whether based in contract, tort, statute, fraud, misrepresentation, or any other legal theory, and regardless of whether a claim arises during or after the termination of these Terms. YOU UNDERSTAND AND AGREE THAT, BY ENTERING INTO THESE TERMS, YOU AND WELLIN5 USA ARE EACH WAIVING THE RIGHT TO A TRIAL BY JURY OR TO PARTICIPATE IN A CLASS ACTION, TO THE FULLEST EXTENT PERMITTED UNDER APPLICABLE LAW.

- (b) **Exceptions**. Despite the provisions of Section 23(a), nothing in these Terms will be deemed to waive, preclude, or otherwise limit the right of either party to: (a) bring an individual action in small claims court; (b) pursue an enforcement action through the applicable federal, state, or local agency if that action is available; (c) seek injunctive relief in a court of law; or (d) to file suit in a court of law to address an intellectual property infringement claim.
- (c) **Arbitrator**. To the fullest extent permitted under applicable law, any arbitration between you and Wellin5 USA will be settled under the Federal Arbitration Act, and governed by the Commercial Dispute Resolution Procedures and the Supplementary Procedures for Consumer Related Disputes (collectively, "**AAA Rules**") of the American Arbitration Association ("**AAA**"), as modified by these Terms, and will be administered by the AAA. The AAA Rules and filing forms are available online at www.adr.org, by calling the AAA at 1-800-778-7879, or by contacting Wellin5 USA.
- (d) Notice; Process. A party who intends to seek arbitration must first send a written notice of the dispute to the other party by certified U.S. Mail or by Federal Express (signature required) or, only if such other party has not provided a current physical address, then by electronic mail ("Notice"). Wellin5 USA's address for Notice is: The Urban Hive, 1601 Alhambra Blvd #100, Sacramento, CA 95816. The Notice must: (a) describe the nature and basis of the claim or dispute; and (b) set forth the specific relief sought ("Demand"). The parties will make good faith efforts to resolve the claim directly, but if the parties do not reach an agreement to do so within 30 days after the Notice is received, you or Wellin5 USA may commence an arbitration proceeding. During the arbitration, the amount of any settlement offer made by you or Wellin5 USA must not be disclosed to the arbitrator until after the arbitrator makes a final decision and award, if any. If the dispute is finally resolved through arbitration in your favor, Wellin5 USA will pay you the highest of the following: (i) the amount awarded by the arbitrator, if any, subject to the limitations of liability contained herein; (ii) the last written settlement amount offered by Wellin5 USA in settlement of the dispute prior to the arbitrator's award; or (iii) \$1,000.
- (e) Fees. If you commence arbitration in accordance with these Terms, Wellin5 USA will reimburse you for your payment of the filing fee, unless your claim is for more than \$10,000, in which case the payment of any fees will be decided by the AAA Rules. Any arbitration hearing will take place at a location to be agreed upon in Sacramento, California, but if the claim is for \$10,000 or less, you may choose whether the arbitration will be conducted: (a) solely on the basis of documents submitted to the arbitrator; (b) through a non-appearance based telephone hearing; or (c) by an in-person hearing as established by the AAA Rules in the county (or parish) of your billing address. If the arbitrator finds that either the substance of your claim or the relief sought in the Demand is frivolous or brought for an improper purpose (as measured by the standards set forth in Federal Rules of Civil Procedure 11(b)), then the payment of all fees will be governed by the AAA Rules. In that case, you agree to reimburse Wellin5 USA for all monies previously disbursed by it that are otherwise your obligation to pay under the AAA Rules. Regardless of the manner in which the arbitration is conducted, the arbitrator must issue a reasoned written decision sufficient to explain the essential findings and conclusions on which the decision and award, if any, are based. The arbitrator may make

rulings and resolve disputes as to the payment and reimbursement of fees or expenses at any time during the proceeding and upon request from either party made within 14 days of the arbitrator's ruling on the merits.

- (f) No Class Actions. TO THE FULLEST EXTENT PERMITTED UNDER APPLICABLE LAW, YOU AND WELLIN5 USA AGREE THAT EACH MAY BRING CLAIMS AGAINST THE OTHER ONLY IN YOUR OR ITS INDIVIDUAL CAPACITY AND NOT AS A PLAINTIFF OR CLASS MEMBER IN ANY PURPORTED CLASS OR REPRESENTATIVE PROCEEDING. Further, unless both you and Wellin5 USA agree otherwise, the arbitrator may not consolidate more than one person's claims, and may not otherwise preside over any form of a representative or class proceeding.
- (g) Claims. To the fullest extent permitted under applicable law, no action arising out of, in connection with, or relating to these Terms shall be brought by you more than one (1) year after the accrual of the cause of action. This period shall not be extended for any reason, except by the written consent of both parties. All statutes or provisions of law which would toll or otherwise affect the running of the period of limitation are hereby waived, and no such statute or provision of law shall operate to extend the period limited in this paragraph, to the fullest extent permitted under applicable law.
- (h) Modifications to this Arbitration Provision. If Wellin5 USA makes any future change to this arbitration provision, other than a change to Wellin5 USA's address for Notice, you may reject the change by sending us written notice within 30 days of the change to Wellin5 USA's address for Notice, in which case your account with Therachat will be immediately terminated and this arbitration provision, as in effect immediately prior to the changes you rejected will survive.
- (i) **Enforceability**. If Section 23(f) is found to be unenforceable or if the entirety of this Section 23 is found to be unenforceable, then the entirety of this Section 23 (except this Section 23(i)) will be null and void and, in that case, the parties agree that the exclusive jurisdiction and venue described in Section 27 will govern any action arising out of or related to these Terms.

26. JURISDICTION AND APPLICABLE LAW

If for any reason, a dispute proceeds in court, you irrevocably consent to the exclusive jurisdiction of the state and/or federal courts in These Terms are governed by the laws of the State of California without regard to conflict of law principles. If a lawsuit or court proceeding is permitted under these Terms, then you and Wellin5 USA agree to submit to the personal and exclusive jurisdiction of the state courts and federal courts located within Sacramento, California for the purpose of litigating any dispute. We operate Therachat from our offices in the United States, and we make no representation that Materials included in Therachat are appropriate or available for use in other locations, and access to them from territories where they are illegal is prohibited. Those who choose to access Therachat from other locations do so on their own volition and are responsible for compliance with applicable laws. You hereby represent and warrant that (i) you

are not located in a country that is subject to a U.S. Government embargo, or that has been designated by the U.S. Government as a "terrorist supporting" country; and (ii) you are not listed on any U.S. Government list of prohibited or restricted parties.

27. ENTIRE AGREEMENT

Unless otherwise specified herein, this agreement constitutes the entire agreement between you and us with respect to Therachat and it supersedes all prior or contemporaneous communications and proposals, whether electronic, oral or written, between you and us.

28. CHANGES TO TERMS

We reserve the right, in our sole discretion, to change the Terms under which Therachat is offered. The most current version of the Terms will supersede all previous versions. We encourage you to periodically review the Terms to stay informed of our updates. We may alter or amend our Terms by giving you reasonable notice. By continuing to use Therachat after expiry of the notice period, or accepting the amended Terms (as we may decide at our sole discretion), you will be deemed to have accepted any amendment to these Terms.

29. SEVERABILITY

If any term, clause or provision of these Terms is held invalid or unenforceable, then that term, clause or provision will be severable from these Terms and will not affect the validity or enforceability of any remaining part of that term, clause or provision, or any other term, clause or provision of these Terms.

30. FORCE MAJEURE

We shall be excused from performance under these Terms, to the extent we are prevented or delayed from performing, in whole or in part, as a result of an event or series of events caused by or resulting from: (a) weather conditions or other elements of nature or acts of God; (b) acts of war, acts of terrorism, insurrection, riots, civil disorders, or rebellion; (c) quarantines or embargoes; (d) labor strikes; (e) error or disruption to major computer hardware or networks or software failures; or (g) other causes beyond the reasonable control of Wellin5 USA.

31. MISCELLANEOUS

These Terms, together with your Service Agreement (if any), the Therachat Privacy Policy, and any other agreements expressly incorporated by reference into these Terms, are the entire and exclusive understanding and agreement between you and Wellin5 USA regarding your use of Therachat. Except as expressly permitted above, these Terms may be amended only by a written agreement signed by authorized representatives of all parties to these Terms. You may not assign or transfer these Terms or your rights under these Terms, in whole or in part, by operation of law or otherwise, without our prior written consent. We may assign these Terms at any time without

notice or consent. The failure to require performance of any provision will not affect our right to require performance at any other time after that, nor will a waiver by us of any breach or default of these Terms, or any provision of these Terms, be a waiver of any subsequent breach or default or a waiver of the provision itself. Use of section headers in these Terms is for convenience only and will not have any impact on the interpretation of any provision. If any part of these Terms is held to be invalid or unenforceable, the unenforceable part will be given effect to the greatest extent possible, and the remaining parts will remain in full force and effect. Upon termination of these Terms, Sections 3, 5, and 8 through 31, along with the Therachat Privacy Policy and any other accompanying agreements, will survive.

32. CONSENT TO ELECTRONIC COMMUNICATIONS

Using Therachat or sending emails to us constitutes electronic communications. You consent to receive electronic communications and you agree that all agreements, notices, disclosures and other communications that we provide to you electronically, via email and on Therachat, satisfy any legal requirement that such communications be in writing.

33. NOTICE TO CALIFORNIA RESIDENTS

If you are a California resident, under California Civil Code Section 1789.3, you may contact the Complaint Assistance Unit of the Division of Consumer Services of the California Department of Consumer Affairs in writing at 1625 N. Market Blvd., Suite S-202, Sacramento, California 95834, or by telephone at (800) 952-5210 in order to resolve a complaint regarding the service or to receive further information regarding use of the service.

34. NOTICE FOR USERS OF THERACHAT ON IOS

This Section 34 only applies to the extent you are using our mobile application(s) on an iOS device. You acknowledge that these Terms are between you and Wellin5USA only and not with Apple, Inc.("Apple"), and Apple is not responsible for the Service and the content thereof. Apple has no obligation whatsoever to furnish any maintenance and support services with respect to the Service. In the event of any failure of the Service to conform to any applicable warranty, you may notify Apple and Apple will refund any applicable purchase price for the mobile application to you; and, to the maximum extent permitted by applicable law, Apple has no other warranty obligation whatsoever with respect to the Service. Apple is not responsible for addressing any claims by you or any third party relating to the Service or your possession and/or use of the Service, including: (i) product liability claims; (ii) any claim that the Service fails to conform to any applicable legal or regulatory requirement; and (iii) claims arising under consumer protection or similar legislation. Apple is not responsible for the investigation, defense, settlement and discharge of any third party claim that the Service and/or your possession and use of the Service infringe third party's intellectual property rights. You agree to comply with any applicable third party terms when using the Service. Apple and Apple's subsidiaries are third party beneficiaries of these Terms, and upon your acceptance of these Terms, Apple will have the right (and will be

deemed to have accepted the right) to enforce these Terms against you as a third party beneficiary of these Terms.

CONTACT US

We welcome your questions or comments regarding these Terms:

WELLIN5 USA, INC.

The Urban Hive 1601 Alhambra Blvd #100 Sacramento, CA 95816

By E-mail:

info@therachat.io