

## Therachat Terms of Service for Therapists

*Last Updated: November 10th, 2016*

These Terms of Service are a legally binding contract between you and Addapp Corp. (“**Addapp**,” “**we**,” or “**us**” regarding your use of Addapp’s Therachat suite of online services and software applications (“**Therachat**” or the “**Service**”).

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 (TOGETHER, THE “**TERMS**”). If you are not eligible, or do not agree to the Terms, then you do not have our permission to use Therachat.

THERACHAT IS NOT INTENDED TO DIAGNOSE ANY MEDICAL CONDITION OR AUTOMATICALLY ALERT YOU, OTHER HEALTHCARE PROFESSIONALS, OR EMERGENCY SERVICES TO POTENTIALLY SERIOUS MEDICAL CONDITIONS. IT IS YOUR RESPONSIBILITY TO INTERPRET YOUR PATIENTS’ SUBMISSIONS TO THE SERVICE AND OTHER HEALTH INFORMATION FOR PROPER DIAGNOSIS AND THERAPY.

These Terms provide that all disputes between you and Addapp 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 Section 19 (“Dispute Resolution and Arbitration”) for the details regarding your agreement to arbitrate any disputes with Addapp.

1. **Therachat Overview.** 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.
2. **Eligibility.** You must be a licensed therapist or other authorized healthcare professional to use Therachat’s services for therapists. By agreeing to these Terms, you represent and warrant to us that: (a) you are a licensed therapist or other healthcare professional who is authorized to access patient Communications Data; (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, including without limitation the Health Insurance Portability and Accountability Act (“**HIPAA**”), as applicable. If you are using Therachat on behalf of an entity, organization, or company, you represent and warrant that you have the authority to bind that organization to these Terms and you agree to be bound by these Terms on behalf of that organization.

3. **Accounts and Registration.** To access most features of Therachat, you must register for an account. When you register for an account, you may be required to provide us with some information about yourself, such as your name, email address or other contact information. You agree that the information you provide to us is accurate and that you will keep it accurate and up-to-date at all times. You understand and agree that as part of the registration process we may use this information to verify your eligibility to use Therachat. When you register, you will be asked to provide a password. You are solely responsible for maintaining the confidentiality of your account and password, and you accept responsibility for all activities that occur under your account. If you have reason to believe that your account is no longer secure, then you must immediately notify us at support@therachat.io.
  
4. **Payment.** Access to the Service, or to certain features of the Service, 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 Addapp changes the fees for the Service, including by adding additional fees or charges, Addapp will provide you advance notice of those changes. If you do not accept the changes, Addapp may discontinue providing the Service to you. Notwithstanding the foregoing, if you have entered into a separate written agreement with Addapp governing your use of Therachat which specifies the fees for the Service, such fees will remain as provided therein for the term of that agreement. Addapp will charge the payment method you specify at the time of purchase. You authorize Addapp 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, Addapp 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 Service may include functionality for activating, updating or canceling recurring payments for periodic charges. If you activate or update recurring payments through the Service, you authorize Addapp 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 the Service 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.
  
5. **Notifications and Automatic Alerts.** Under some circumstances, Addapp may present you with notifications or suggested actions based on Addapp’s analysis of your patients’ Communications Data and other information you or they have provided to Addapp. For example, Addapp may suggest follow-up for patient “John Doe” based on keyword use or other patterns or signals in the patient’s Communications Data. Those notifications or suggested actions, or lack thereof, are not a definitive indication of health, nor are those notifications or suggested actions intended to replace the opinion of a therapist or physician. It is your responsibility to interpret the data and to discuss with your patient what the proper course of action is based on the patient’s therapeutic history. Addapp makes 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 Addapp disclaims all liability arising from your use of them or reliance upon them. You agree that Addapp 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.

## 6. Patient Information

6.1 **Confidentiality.** Certain features of Therachat may permit you to access information about patients who use the Therachat products or other services provided by Addapp, including without limitation personal information and Communications Data (“Patient Information”). You hereby agree not to: (a) access Patient Information related to any individual who has not expressly authorized and consented to such access; (b) use Patient Information for any purpose other than to provide care to the individual to whom such information relates; or (c) disclose Patient Information to any third party without the consent of the individual to whom such information relates. You agree that you will use at least the same degree of care to protect the Patient Information as you use to protect your own confidential information or your other patients’ personal and health information, but in no event less than reasonable care. You agree to process Patient Information in accordance with all applicable laws and regulations, including without limitation HIPAA, as applicable.

## 7. User Content

7.1 **User Content Generally.** Certain features of Therachat may permit you, your patients, 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.

7.2 **Limited License Grant to Addapp.** By posting or publishing User Content, you grant Addapp a worldwide, non-exclusive, royalty-free, fully paid right and license (with the right to sublicense) to use, host, store, transfer, display, perform, reproduce, modify, 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.

7.3 **Limited License Grant to Other Users.** By posting or sharing User Content with your patients 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.

7.4 **User Content Representations and Warranties.** 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:

- a. you are the creator and owner of the User Content, or have the necessary licenses, rights, consents, and permissions to authorize Addapp 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 Addapp, Therachat, and these Terms; and
- b. 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 Addapp to violate any law or regulation, including without limitation HIPAA, as applicable.

7.5 **User Content Disclaimer.** 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. Addapp 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 Addapp 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.

## 8. Procedure for Unlawful User Content

- 8.1 **General.** If you believe that any User Content does not conform to these Terms, please notify us.
- 8.2 **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:

Launchpad Digital Health, Addapp Corp.  
ATTN: Legal Department (Copyright Notification)  
1275 Mission Street, San Francisco, CA 94103  
4154941975  
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 Digital Millennium Copyright Act (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.

8.3 **Repeat Infringers.** Addapp will promptly terminate without notice the accounts of users that are determined by Addapp to be “**Repeat Infringers.**” A Repeat Infringer is a user who has been notified of infringing activity or has had User Content removed from Therachat at least three times.

9. **Prohibited Conduct.** BY USING THERACHAT YOU AGREE NOT TO:

- 9.1 Add or invite any patient or other individual under the age of 13 to use Therachat;
- 9.2 use or access Therachat (a) from a jurisdiction where such use or access is not authorized, (b) for any illegal purpose, or (c) in violation of any local, state, national, or international law, including without limitation HIPAA, as applicable;
- 9.3 conduct activities that may be harmful to others or that could damage Addapp’s reputation;
- 9.4 violate, or encourage others to violate, any right of a third party, including by infringing or misappropriating any third party intellectual property right;
- 9.5 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;
- 9.6 use scrapers, robots, or other data gathering devices not provided by Therachat on or through Therachat;
- 9.7 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;
- 9.8 interfere with the operation of Therachat or any user’s enjoyment of Therachat, including by: (a) uploading or otherwise disseminating any virus, adware, spyware, worm, or other malicious code; (b) making any unsolicited offer or advertisement to another user of Therachat; (c) attempting to collect personal information, Communications Data, or other information about another user or third party without their consent; or (d) interfering with or disrupting 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;

- 9.9 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;
- 9.10 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;
- 9.11 assign, sublicense, lease, sell, grant a security interest in, or otherwise transfer the access granted under these Terms or any Materials (as defined in Section 13) or any right or ability to view, access, or use any Material; or
- 9.12 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.
10. **Third-Party Services and Linked Websites.** Addapp 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 Addapp 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.
11. **Termination of Use; Discontinuation and Modification of Therachat.** Unless you are party to a Service Agreement with Addapp with respect to your use of Therachat that specifies a fixed term and/or further restricts termination by you, 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, Addapp may in its 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, Addapp may at its option delete any data associated with your account. Upon termination of your access to use Therachat, you must promptly destroy any copies of Patient Information you have downloaded from Therachat unless the patient to which such Patient Information relates has consented to your retaining a copy of such information.
12. **Privacy Policy; Additional Terms**

- 12.1 **Privacy Policy.** 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.
- 12.2 **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, our Business Associate Agreement, or rules that are applicable to a particular feature or content on Therachat, subject to Section 13. All Additional Terms are incorporated by this reference into, and made a part of, these Terms.
13. **Modification of these Terms.** We reserve the right, at our discretion, to change these Terms on a going-forward basis at any time. Please check these Terms periodically for changes. If a change to these Terms materially modifies your rights or obligations, we will notify you of the modified Terms by email to the address you provided in your user profile and/or in a notification in Therachat or on our website. Material modifications will be effective upon your acceptance of such modified Terms or upon your continued use of Therachat after we send or post our notification of the changes, whichever is earlier. Immaterial modifications are effective upon publication. Disputes arising under these Terms will be resolved in accordance with the version of these Terms that was in effect at the time the dispute arose.
14. **Ownership; Proprietary Rights.** Therachat is owned and operated by Addapp. 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 Addapp are protected by intellectual property and other laws. All Materials included in Therachat are the property of Addapp or our third-party licensors. Except as expressly authorized by Addapp, you may not make use of the Materials. Addapp reserves all rights to the Materials not granted expressly in these Terms.
15. **Subcontractors.** You hereby consent to Addapp’s engagement of third parties (including Addapp’s affiliates) to perform, or support the performance of, all or any portion of Therachat or the Addapp website.
16. **Feedback.** If you choose to provide input or suggestions regarding problems with or proposed modifications or improvements to Therachat (“**Feedback**”), then you hereby grant Addapp an unrestricted, perpetual, irrevocable, non-exclusive, fully-paid, royalty-free right to exploit the Feedback in any manner and for any purpose, including to improve Therachat and create other products and services.
17. **Indemnity.** To the fullest extent permitted under applicable law, you are responsible for your use of Therachat, and you will defend and indemnify Addapp and its officers, directors, employees, consultants, affiliates, subsidiaries and agents (together, the “**Addapp**

**Entities**”) 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.

**18. 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 ADDAPP 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 AND YOU WILL NOT USE THERACHAT AS A DECISION SUPPORT SYSTEM, AND THAT ADDAPP IS NOT RESPONSIBLE FOR ANY THERAPEUTIC OR OTHER HEALTHCARE DECISIONS MADE BY YOU 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 ADDAPP 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 ADDAPP 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 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.

#### **19. Limitation of Liability**

IN NO EVENT WILL THE ADDAPP 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 ADDAPP ENTITY HAS BEEN INFORMED OF THE POSSIBILITY OF DAMAGE.

EXCEPT AS PROVIDED IN SECTION 23.4(III), THE AGGREGATE LIABILITY OF THE ADDAPP 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 19 WILL APPLY EVEN IF ANY LIMITED REMEDY FAILS OF ITS ESSENTIAL PURPOSE.

20. **Force Majeure.** Addapp will be excused from performance under these Terms for any period that it is prevented from or delayed in performing any obligations pursuant to these Terms, in whole or in part, as a result of a Force Majeure Event. To the fullest extent permitted under applicable law, for purposes of this section, "Force Majeure Event" means an event or series of events caused by or resulting from any of the following: (1) weather conditions or other elements of nature or acts of God; (2) acts of war, acts of terrorism, insurrection, riots, civil disorders or rebellion; (3) quarantines or embargoes, (4) labor strikes; (4) telecommunications, network, computer, server or Internet downtime; (5) unauthorized access to Addapp's information technology systems by third parties; or (6) other causes beyond the reasonable control of Addapp.
21. **Governing Law.** 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 Addapp agree to submit to the personal and exclusive jurisdiction of the state courts and federal courts located within San Francisco, 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.
22. **General.** 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 Addapp 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 2, 4, and 6 through 23, along with the Therachat Privacy Policy and any other accompanying agreements, will survive.
23. **Dispute Resolution and Arbitration**
- 23.1 **Generally.** In the interest of resolving disputes between you and Addapp in the most expedient and cost effective manner, you and Addapp 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 ADDAPP 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.

- 23.2 **Exceptions.** Despite the provisions of Section 23.1, 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.
- 23.3 **Arbitrator.** To the fullest extent permitted under applicable law, any arbitration between you and Addapp 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](http://www.adr.org), by calling the AAA at 1-800-778-7879, or by contacting Addapp.
- 23.4 **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**”). Addapp’s address for Notice is: Launchpad Digital Health, Addapp Corp, Attention: Legal Department, 1275 Mission Street, San Francisco, CA 94103. 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 Addapp may commence an arbitration proceeding. During the arbitration, the amount of any settlement offer made by you or Addapp 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, Addapp 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 Addapp in settlement of the dispute prior to the arbitrator’s award; or (iii) \$1,000.
- 23.5 **Fees.** If you commence arbitration in accordance with these Terms, Addapp 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 San Francisco, 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 Rule 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 Addapp 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.

23.6 **No Class Actions.** TO THE FULLEST EXTENT PERMITTED UNDER APPLICABLE LAW, YOU AND ADDAPP 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 Addapp 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.

23.7 **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.

23.8 **Modifications to this Arbitration Provision.** If Addapp makes any future change to this arbitration provision, other than a change to Addapp's address for Notice, you may reject the change by sending us written notice within 30 days of the change to Addapp's address for Notice, in which case your account with Addapp will be immediately terminated and this arbitration provision, as in effect immediately prior to the changes you rejected will survive.

23.9 **Enforceability.** If Section 23.6 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 23.9) will be null and void and, in that case, the parties agree that the exclusive jurisdiction and venue described in Section 21 will govern any action arising out of or related to these Terms.

24. **Consent to Electronic Communications.** By using Therachat, you consent to receiving certain electronic communications from us as further described in our Privacy Policy. Please read our Privacy Policy to learn more about our electronic communications practices. You agree that any notices, agreements, disclosures, or other communications that we send to you electronically will satisfy any legal communication requirements, including that those communications be in writing. By providing your mobile number to us, you consent to receiving text messages at that number for account verification, notifications, and other purposes related to the Service. You may be able to adjust text

messaging options using the settings in the Service or by responding to such messages with “STOP” or such other code as the messages may indicate. While we do not charge a fee for text messages, your carrier may charge standard messaging, data, and other fees, and you are responsible for those charges. We may send and receive text messages through cellular telephone operators or other networks, and the level of reliability may vary. We are not responsible for the timeliness or final delivery of text messages, as that is outside our control and is the responsibility of the cellular telephone operator or other networks. Notwithstanding the foregoing, we will use your mobile number in accordance with our Privacy Policy.

25. **Contact Information.** Therachat is offered by Addapp Corp. You may contact us by emailing us at [support@therachat.io](mailto:support@therachat.io).
26. **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.