

The Terms and Conditions

The following are the Terms and Conditions (the "Agreement") which govern your access and use of our online platform through which mental health counseling may be provided (collectively the "Platform"). This website is owned and operated by Mended Family Inc. The Platform may be provided or be accessible via multiple websites or applications whether owned and/or operated by us or by third parties, including, without limitation, the website [insert website] and its related apps.

By accessing or using the Platform, you are entering into this Agreement. You should read this Agreement carefully before starting to use the Platform. If you do not agree to be bound to any term of this Agreement, you must not access the Platform.

When the terms "we", "us", "our" or similar are used in this Agreement, they refer to any company that owns and operates the Platform (the "Company").

IMPORTANT NOTICE: THIS AGREEMENT IS SUBJECT TO BINDING ARBITRATION AND A CLASS ACTION WAIVER AS DETAILED IN SECTION 7.

The Therapists and Therapist Services

The Platform may be used to connect you with a provider, variously credentialed and experienced based on the applicable jurisdiction ("Therapist") who will provide services to you through the Platform ("Therapist Services").

For U.S. based Therapists

We require every Therapist providing Therapist Services on the Platform to be an accredited, trained, and experienced licensed U.S. psychologist (PhD / PsyD), licensed marriage and family therapist (LMFT), licensed clinical social worker (LCSW), licensed professional counselor (LPC), or similar applicable recognized professional certification based on their state and/or jurisdiction. Therapists must have a relevant academic degree in their field, at least 3 years of experience, at least 1,000 hours of hands-on experience, and have to be qualified and certified by their respective professional board after successfully completing the necessary education, exams, training and practice requirements as applicable.

For non-U.S. based Therapists

We require every therapist providing Therapist Services on the Platform to be a registered, trained, and experienced counselor, psychologist, social worker, or therapist. Therapists must have a relevant academic degree in their field, at least 3 years of experience, and have to be qualified and credentialed by their respective professional organization after successfully completing the necessary education, exams, training, and practice requirements as applicable.

For the avoidance of doubt, therapists are referred to on this site and related apps/sites by their title and U.S., U.K., Australian, German, Dutch or French credentials, whichever is applicable.

Therapist Services

The Therapists are independent providers who are neither our employees nor agents nor representatives. The Platform's role is limited to enabling the Therapist Services. The Company does not itself provide Therapy Services and is not a healthcare entity. The Therapists themselves are responsible for the performance of the Therapist Services. If you feel the Therapist Services provided by the Therapist do not fit your needs or expectations, you may change to a different Therapist who provides services through the Platform. While we have a large database of Therapists, you should note that because of licensure requirements that differ from jurisdiction to jurisdiction, not all Therapists available on our database will be available for you to match with, or at any particular or convenient time, or for any set period of time. If a Therapist you have been connected with stops using the Platform at any time after you have been connected, we will send an email to notify you that your Therapist is no longer on the Platform and that you have the opportunity to match with a new Therapist.

While we hope the Therapist Services are beneficial to you, you understand, agree and acknowledge that they may not be the appropriate solution for everyone's needs and that they may not be appropriate for every particular situation and/or a substitute for certain mental health needs that might require in-person therapy services, such as active withdrawal from certain substances or anorexia nervosa.

IF YOU ARE THINKING ABOUT SUICIDE OR IF YOU ARE CONSIDERING HARMING YOURSELF OR OTHERS OR IF YOU FEEL THAT ANY OTHER PERSON MAY BE IN ANY DANGER OR IF YOU HAVE ANY MEDICAL EMERGENCY, YOU MUST IMMEDIATELY CALL YOUR LOCAL EMERGENCY SERVICES NUMBER AND NOTIFY THE RELEVANT AUTHORITIES (click here for a link to emergency and crisis resources in your area). THE PLATFORM IS NOT DESIGNED FOR USE IN ANY OF THE AFOREMENTIONED CASES AND THE THERAPISTS CANNOT PROVIDE THE ASSISTANCE REQUIRED IN ANY OF THE AFOREMENTIONED CASES. IF YOU PROCEED TO USE THE PLATFORM NOTWITHSTANDING THIS NOTICE, YOU DO SO ENTIRELY AT YOUR OWN RISK.

THE PLATFORM IS NOT INTENDED FOR THE PROVISION OF CLINICAL DIAGNOSIS REQUIRING AN IN-PERSON EVALUATION AND YOU SHOULD NOT USE IT IF YOU NEED ANY OFFICIAL DOCUMENTATION OR APPROVALS FOR PURPOSES SUCH AS, BUT NOT LIMITED TO, COURT-ORDERED THERAPY OR EMOTIONAL SERVICE DOG CERTIFICATION. IT IS ALSO NOT INTENDED FOR ANY INFORMATION REGARDING WHICH DRUGS OR MEDICAL TREATMENT MAY BE APPROPRIATE FOR YOU, AND YOU SHOULD DISREGARD ANY SUCH ADVICE IF DELIVERED THROUGH THE PLATFORM.

DO NOT DISREGARD, AVOID, OR DELAY IN OBTAINING IN-PERSON CARE FROM YOUR DOCTOR OR OTHER QUALIFIED PROFESSIONAL BECAUSE OF INFORMATION OR ADVICE YOU RECEIVED THROUGH THE PLATFORM.

Therapy Services in Germany & the Netherlands

To the extent you are a member receiving services in Germany or the Netherlands, your assigned Therapist will only provide non-insured and non-tariff regulated services that are within the scope of their experience and credentials. Therapists in Germany and the Netherlands must not diagnose, treat, test, advise, counsel, recommend a course of treatment, or otherwise provide or perform any services that would exceed the scope of their practice or amount to performing a service that is insured and/or tariff regulated. The Therapist Services are not intended to be reimbursable or covered by insurance or government rebate (whole or in part).

Privacy and Security

Protecting and safeguarding any information you provide through the Platform is extremely important to us. Information about our security and privacy practices can be found on our Privacy Policy available at [insert website]/privacy (The 'Privacy Policy').

BY AGREEING TO THIS AGREEMENT AND/OR BY USING THE PLATFORM, YOU ARE ALSO AGREEING TO THE TERMS OF THE PRIVACY POLICY. THE PRIVACY POLICY IS INCORPORATED INTO AND DEEMED A PART OF THIS AGREEMENT. THE SAME RULES THAT APPLY REGARDING CHANGES AND REVISIONS OF THIS AGREEMENT ALSO APPLY TO CHANGES AND REVISIONS OF THE PRIVACY POLICY.

Intellectual Property

The Platform, the website [insert website] and its related apps ("Mended Family Inc. Intellectual Property") and all rights, title, and interest, including all related intellectual property rights therein are owned by the Company, its licensors, or other providers of such material. This Agreement is not a sale and does not convey or grant you any rights in or related to the Platform, or any intellectual property rights owned by Mended Family Inc..

"Mended Family Inc.", "[insert website]", and all related names, logos, product and service names, designs, and slogans ("Mended Family Inc. Marks") are trademarks of the Company or its affiliates or licensors. You must not use Mended Family Inc. Marks without the prior written permission of the Company. All other names, logos, product and service names, designs, and slogans on the Platform and the website are the trademarks of their respective owners.

Subject to your compliance with these Terms, Mended Family Inc. grants you a limited, non-exclusive, non-sublicensable, revocable, non-transferable license to: (i) access and use the Platform solely in connection with your use of the Services on your personal device; and (ii) access and use any content, information and related materials that may be made available

through the Services, in each case solely for your personal, noncommercial use. Any rights not expressly granted herein are reserved by the Company and its licensors.

Third Party Content

The Platform may contain other content, products or services which are offered or provided by third parties ("Third Party Content"), links to Third Party Content (including but not limited to links to other websites) or advertisements which are related to Third Party Content. We have no responsibility for the creation of any such Third Party Content, including (but not limited to) any related products, practices, terms or policies, and we will not be liable for any damage or loss caused by any Third Party Content.

Disclaimer of Warranty and Limitation of Liability

TO THE MAXIMUM EXTENT PERMITTED BY LAW, YOU HEREBY RELEASE US AND AGREE TO HOLD US HARMLESS FROM ANY AND ALL CAUSES OF ACTION AND CLAIMS OF ANY NATURE RESULTING FROM THE THERAPIST SERVICES OR THE PLATFORM, INCLUDING (WITHOUT LIMITATION) ANY ACT, OMISSION, OPINION, RESPONSE, ADVICE, SUGGESTION, INFORMATION AND/OR SERVICE OF ANY THERAPIST AND/OR ANY OTHER CONTENT OR INFORMATION ACCESSIBLE THROUGH THE PLATFORM.

YOU UNDERSTAND, AGREE AND ACKNOWLEDGE THAT THE PLATFORM IS PROVIDED "AS IS" WITHOUT ANY EXPRESS OR IMPLIED WARRANTIES OF ANY KIND, INCLUDING BUT NOT LIMITED TO MERCHANTABILITY, NON-INFRINGEMENT, SECURITY, FITNESS FOR A PARTICULAR PURPOSE OR ACCURACY. THE USE OF THE PLATFORM IS AT YOUR OWN RISK. TO THE FULLEST EXTENT OF THE LAW, WE EXPRESSLY DISCLAIM ALL WARRANTIES OF ANY KIND, WHETHER EXPRESSED OR IMPLIED.

YOU UNDERSTAND, AGREE AND ACKNOWLEDGE THAT WE SHALL NOT BE LIABLE TO YOU OR TO ANY THIRD PARTY FOR ANY INDIRECT, INCIDENTAL, CONSEQUENTIAL, SPECIAL, PUNITIVE OR EXEMPLARY DAMAGES.

YOU UNDERSTAND, AGREE AND ACKNOWLEDGE THAT OUR AGGREGATE LIABILITY FOR DAMAGES ARISING WITH RESPECT TO THIS AGREEMENT AND ANY AND ALL USE OF THE PLATFORM WILL NOT EXCEED THE TOTAL AMOUNT OF MONEY PAID BY YOU OR ON YOUR BEHALF THROUGH THE PLATFORM IN THE 12 MONTHS PERIOD PRIOR TO THE DATE OF THE CLAIM.

If the applicable law does not allow the limitation of liability as set forth above, the limitation will be deemed modified solely to the extent necessary to comply with applicable law.

This section (limitation of liability) shall survive the termination or expiration of this Agreement.

Arbitration

THIS SECTION 7 OF THIS AGREEMENT SHALL BE REFERRED TO AS THE "ARBITRATION AGREEMENT."

By accepting the terms of this Arbitration Agreement, you and the Company (collectively, "Parties") agree that any dispute, claim, or controversy (except those specifically exempted below) arising out of or relating to (i) this Agreement and prior versions of this Agreement, or concerning the existence, applicability, breach, termination, enforcement, interpretation, scope, waiver, or validity thereof; and (ii) the use of the Platform or Therapist Services (collectively, "Disputes") will be resolved on an individual basis by final and binding arbitration, regardless of its date of accrual. Except as it otherwise provides, this Arbitration Agreement is intended to apply to the resolution of Disputes that otherwise would be resolved in a court of law or before a forum other than arbitration. All claims in arbitration are subject to the same statutes of limitation that would apply in court. By accepting the terms of this Arbitration Agreement, you and the Company mutually agree to waive their respective rights to trial by jury.

The Parties acknowledge that the Agreement involves interstate commerce and agree that all issues relating to arbitration or enforceability of this Arbitration Agreement will be governed by the Federal Arbitration Act (9 U.S.C. §§ 1 et seq.). The arbitration shall be administered by the American Arbitration Association ("AAA") under its Consumer Arbitration Rules ("AAA Consumer Rules"), which are available via the internet at www.adr.org or by using a service such as Google to search for "AAA Consumer Arbitration Rules"; provided however, that if there is a conflict between the AAA Consumer Rules and this Arbitration Agreement, this Arbitration Agreement shall govern. The following terms and procedures shall apply:

The arbitration shall be heard by one arbitrator selected in accordance with the AAA Consumer Rules. The arbitrator shall be a member of the bar of the state in which the arbitration will be conducted or a retired judge from any jurisdiction and, in either case, shall have experience in the law underlying the dispute.

Other than issues related to the Class Action Waiver (as defined below), the arbitrator, and not any federal, state, or local court or agency, shall have exclusive authority to resolve any dispute arising out of or relating to the interpretation, applicability, enforceability or formation of this Arbitration Agreement, any part of it, or of the Agreement including, but not limited to, any claim that all or any part of this Arbitration Agreement or Agreement is void or voidable.

If the parties cannot otherwise agree on a location for the arbitration, the arbitration shall take place in Wilmington, Delaware.

Each party will pay the fees for its own attorneys, subject to any remedies to which that party may later be entitled under applicable law. In all cases where required by law, the Company will pay the arbitrator's and arbitration fees. If under applicable law the Company is not required to pay all of the arbitrator's and/or arbitration fees, such fee(s) will be apportioned between the Parties in accordance with said applicable law. Any disputes regarding whether the Company is

required to pay the arbitrator's and arbitration fees and/or how those fees are to be apportioned between the Parties will be resolved by the arbitrator.

The arbitrator shall issue orders (including subpoenas to third parties for pre-hearing discovery) allowing the parties to conduct discovery sufficient to allow each party to prepare its claims and/or defenses, taking into consideration that arbitration is designed to be a speedy and efficient method for resolving disputes.

Except as provided in the Class Action Waiver (as defined below), the arbitrator may award all remedies to which a party is entitled under applicable law and which would otherwise be available in a court of law, but shall not be empowered to award any remedies that would not have been available in a court of law for the claims presented in arbitration. The arbitrator shall apply the state or federal substantive law, or both, as is applicable.

Either party shall be permitted to file a motion to dismiss and/or motion for summary judgment and the arbitrator will apply the standards of the Federal Rules of Civil Procedure governing such motions.

The arbitrator's decision or award shall be in writing with findings of fact and conclusions of law. Judgment may be entered on the arbitrator's decision or award in any court of competent jurisdiction.

A party may apply to a court of competent jurisdiction for temporary or preliminary injunctive relief in connection with an arbitrable controversy in accordance with applicable law, and any such application shall not be deemed incompatible with or waiver of this Arbitration Agreement. The court to which the application is made is authorized to consider the merits of the arbitrable controversy to the extent it deems necessary in making its ruling, but only to the extent permitted by applicable law. All determinations of final relief, however, will be decided in arbitration.

If for any reason the AAA will not administer the arbitration, either party may apply to a court of competent jurisdiction with authority over the location where the arbitration will be conducted for appointment of a neutral arbitrator. Nothing in this Arbitration Agreement prevents the investigation by a government agency of any report, claim or charge otherwise covered by this Arbitration Agreement. This Arbitration Agreement also does not prevent federal administrative agencies from adjudicating claims and awarding remedies based on those claims, even if the claims would otherwise be covered by this Arbitration Agreement. Nothing in this Arbitration Agreement prevents or excuses a party from satisfying any conditions precedent and/or exhausting administrative remedies under applicable law before bringing a claim in arbitration.

Class, Collective, and Other Representative Action Waivers ("Class Action Waiver"). You and the Company mutually agree that by entering into this Arbitration Agreement, both waive their right to have any dispute, claim, or controversy brought, heard or arbitrated as a class,

collective, and/or other representative action to the maximum extent permitted by law, and an arbitrator will not have any authority to hear or arbitrate any such class, collective, or other representative action. You also waive your right to receive notice of any class, collective, or other representative action that may be filed. Notwithstanding any other clause contained in this Arbitration Agreement or the AAA Consumer Rules, as defined above and incorporated herein by reference, any claim that all or part of this Class Action Waiver is unenforceable, unconscionable, void or voidable may be determined only by a court of competent jurisdiction and not by an arbitrator. In any case in which (i) the dispute is filed as a class, collective, or other representative action; and (ii) there is a final judicial determination that all or part of the Class Action Waiver is unenforceable, the class, collective, or other representative action to that extent must be litigated in a civil court of competent jurisdiction, but the portion of the Class Action Waiver that is enforceable shall be enforced in arbitration.

Mass Arbitration. To the extent permitted by applicable law, to increase efficiency of resolution, in the event 25 or more arbitration demands of a similar nature are filed against the Company, presented by or with the assistance or involvement of the same law firm or organization, the Parties agree that this will constitute a "Mass Arbitration" and the following terms and procedures shall apply:

The Parties shall cooperate to group the arbitration demands into randomized batches of no more than 100 demands per batch. To the extent there are fewer than 100 arbitration demands left over after the batching previously described, a final batch shall consist of the remaining demands.

Claimants' counsel shall organize and present the batched demands to the arbitration provider in a format as directed by the arbitration provider.

The arbitration provider shall treat each batch of demands as one case, with each case having one demand for arbitration, one appointed arbitrator, and one set of administrative documents, and administrative and filing fees per batch.

A separate arbitrator will be appointed to, and administrative and filing fees assessed for, each batch of demands.

The Parties agree that arbitration demands are of a "similar nature" if they arise out of or relate to a similar factual scenario and raise the same or similar legal issues and seek the same or similar relief. You agree to cooperate in good faith with the Company and the arbitration provider to implement such a batch approach to resolution and fees. Disagreements over the applicability of this batch arbitration process will be settled in a single, consolidated arbitration proceeding that includes all affected parties and is resolved by a single arbitrator subject to the requirements of this section. Notwithstanding any provision in the Agreement to the contrary, batch arbitrations shall take place in Wilmington, Delaware.

Exceptions to Arbitration. Notwithstanding the foregoing, this Arbitration Agreement shall not require arbitration of the following claims: (i) individual claims brought in small claims court so long as the matter remains in such court and advances only on an individual basis; (ii) individual claims of sexual assault or sexual harassment occurring in connection with your use of the Platform; and/or (iii) injunctive or other equitable relief in a court of competent jurisdiction to prevent the actual or threatened infringement, misappropriation, or violation of a party's copyrights, trademarks, trade secrets, patents, or other intellectual property rights. Also, this Arbitration Agreement does not apply to disputes that may not be subject to arbitration as expressly provided by a controlling federal or state statute. Disputes between the parties that may not be subject to a pre-dispute arbitration agreement as provided by the Dodd-Frank Wall Street Reform and Consumer Protection Act (Public Law 111-203), Ending Forced Arbitration of Sexual Assault and Sexual Harassment Act (H.R. 4445), or as provided by an Act of Congress are excluded from the coverage of this Arbitration Agreement.

Optional Pre-Arbitration Dispute Resolution and Notification. Before initiating arbitration, you and the Company may first attempt to resolve any Disputes informally for 30 days, unless this time period is mutually extended by the Parties. The informal negotiations begin upon receipt of written notice from one party to the other ("Notice of Dispute"). The Notice of Dispute must: (i) include the full name and contact information of the complaining party; (ii) describe the nature and basis of the dispute, claim, or controversy; and (iii) set forth the specific relief sought. The Company will send its Notice of Dispute to your billing or email address. You will send your Notice of Dispute to: Mended Family Inc., 990 Villa Street, Mountain View, CA 94041. All offers, promises, conduct and statements, whether oral or written, made in the course of the negotiation by any of the Parties, their agents, employees, and attorneys are confidential, privileged and inadmissible for any purpose, including as evidence of liability or for impeachment, in arbitration or other proceeding involving the parties, provided that evidence that is otherwise admissible or discoverable shall not be rendered inadmissible as a result of its use in the negotiation.

Application to Third Parties. This Arbitration Agreement shall be binding upon, and shall include any claims brought by or against any third parties, including but not limited to your spouses, heirs, third-party beneficiaries and assigns, where their underlying claim(s) arise out of or relate to your use of the Platform or Therapist Services. To the extent that any third-party beneficiary to this Agreement brings claims against the Parties, those claims shall also be subject to this Arbitration Agreement.

Right to Opt Out of Arbitration. You may opt out from this Arbitration Agreement within 30 days after you first access or use the Platform by sending written notice of your decision to opt-out to our headquarters. Please state that you are opting out of this Arbitration Agreement and Class Action Waiver and provide your name and address. If you opt out of this Arbitration Agreement and Class Action Waiver within the 30-day period, neither you nor Mended Family Inc. will be required to arbitrate disputes and may instead litigate those disputes without regard to this Arbitration Agreement and Class Action Waiver. Should you not opt out of this Arbitration

Agreement and Class Action Waiver within the 30-day period, you and Mended Family Inc. shall be bound by the terms of this Arbitration Agreement and Class Action Waiver. You have the right to consult with counsel of your choice concerning this Arbitration Agreement and Class Action Waiver.

Survival. This Arbitration Agreement survives after the termination or expiration of the Parties' relationship.

How you are matched with a Therapist for Therapist Service depends on a number of factors. As a threshold matter, we require every Therapist to be experienced and registered, licensed, and credentialed (as applicable) in each jurisdiction they opt into serving. As an initial matter, you will be matched with one of these "opted-in" therapists based on where you reside. After location criteria, member/therapist matches are based several hundred different inputs weighted in a complex way. At risk of oversimplifying the complexity of the referral logic, the relative importance of the main factors are as follows: data Mended Family Inc. considers indicative of sustained therapist/client engagement, the composite "quality" score of the Therapist based on factors such as the Therapists's reliability, punctuality, NPS and how they are rated by other users, how available the Therapist is to engage with users, the experience level of the Therapist and other factors selected as important to users such as whether the Therapist is a certain gender, age or has focuses on a certain area of expertise.

Your Account, Representations, Conduct and Commitments

You hereby confirm that you are legally able to consent to receive Therapist Services, or have the consent of a parent or guardian, and are legally able to enter into a contract.

Minor Consent: Where consent from a parent or guardian is required to receive Therapist Services, you hereby confirm that as the consenting parent or guardian, you have the sole right to consent to Therapist Services for the minor seeking therapy and are not legally mandated to confer with or get consent from any other legal guardian before consenting. You also give affirmative consent to the provisions set forth in the accompanying Privacy Policy regarding the collection, process, and use of personal information on behalf of the minor. You also agree that consent to Therapist Services remains valid until membership is canceled.

You hereby confirm and agree that all the information that you provided in or through the Platform, and the information that you will provide in or through the Platform in the future, is accurate, true, current and complete. Furthermore, you agree that during the term of this Agreement you will make sure to maintain and update this information so it will continue to be accurate, current and complete.

You agree, confirm and acknowledge that you are responsible for maintaining the confidentiality of your password and any other security information related to your account (collectively "Account Access"). We advise you to change your password frequently and to take extra care in safeguarding your password.

You agree to notify us immediately of any unauthorized use of your Account Access or any other concern for breach of your account security.

You agree, confirm and acknowledge that we will not be liable for any loss or damage that incurred as a result of someone else using your account, either with or without your consent and/or knowledge.

You agree, confirm and acknowledge that you are solely and fully liable and responsible for all activities performed using your Account Access. You further acknowledge and agree that we will hold you liable and responsible for any damage or loss incurred as a result of the use of your Account Access by any person whether authorized by you or not, and you agree to indemnify us for any such damage or loss.

You agree and commit not to use the account or Account Access of any other person for any reason.

You agree and confirm that your use of the Platform, including the Therapist Services, are for your own personal use only and that you are not using the Platform or the Therapist Services for or behalf of any other person or organization.

You agree and commit not to interfere with or disrupt, or attempt to interfere with or disrupt, any of our systems, services, servers, networks or infrastructure, or any of the Platform's systems, services, servers, networks or infrastructure, including without limitation obtaining unauthorized access to the aforementioned.

You agree and commit not to make any use of the Platform for the posting, sending or delivering of either of the following: (a) unsolicited email and/or advertisement or promotion of goods and services; (b) malicious software or code; (c) unlawful, harassing, privacy invading, abusive, threatening, vulgar, obscene, racist or potentially harmful content; (d) any content that infringes a third party right including intellectual property rights; (e) any content that may cause damage to a third party; (f) any content which may constitute, cause or encourage a criminal action or violate any applicable law.

You agree and commit not to violate any applicable local, state, national or international law, statute, ordinance, rule, regulation or ethical code in relation to your use of the Platform and your relationship with the Therapists and us.

If you receive any file from us or from a Therapist, whether through the Platform or not, you agree to check and scan this file for any virus or malicious software prior to opening or using this file.

You will indemnify us, defend us, and hold us harmless from and against any and all claims, losses, causes of action, demands, liabilities, costs or expenses (including, but not limited to, litigation and reasonable attorneys' fees and expenses) arising out of or relating to any of the following: (a) your access to or use of the Platform; (b) any actions made with your account or Account Access whether by you or by someone else; (c) your violation of any of the provisions of this Agreement; (d) non-payment for any of the services (including Therapist Services) which were provided through the Platform; (e) your violation of any third party right, including, without limitation, any intellectual property right, publicity, confidentiality, property or privacy right. This clause shall survive expiration or termination of this Agreement.

You confirm and agree to use only credit cards or other payment means (collectively "Payment Means") which you are duly and fully authorized to use, and that all payment related information that you provided and will provide in the future, to or through the Platform, is accurate, current and correct and will continue to be accurate, current and correct.

You agree to pay all fees and charges associated with your account on a timely basis and according to the fees schedule, the terms and the rates as published in the Platform. By providing us with your Payment Means you authorize us to bill and charge you through that Payment Means and you agree to maintain valid Payment Means information in your account information.

Modifications, Termination, Interruption and Disruptions to the Platform

You understand, agree and acknowledge that we may modify, suspend, disrupt or discontinue the Platform, any part of the Platform or the use of the Platform, whether to all clients or to you specifically, at any time with or without notice to you. You agree and acknowledge that we will not be liable for any of the aforementioned actions or for any losses or damages that are caused by any of the aforementioned actions.

The Platform depends on various factors such as software, hardware and tools, either our own or those owned and/or operated by our contractors and suppliers. While we make commercially reasonable efforts to ensure the Platform's reliability and accessibility, you understand and agree that no platform can be 100% reliable and accessible and so we cannot guarantee that access to the Platform will be uninterrupted or that it will be accessible, consistent, timely or error-free at all times.

Notices

We may provide notices or other communications to you regarding this Agreement or any aspect of the Platform, by email to the email address that we have on record, by regular mail or by posting it online. The date of receipt shall be deemed the date on which such notice is given. Notices sent to us must be delivered by email to [contact@\[insert website\]](mailto:contact@[insert website]).

Contact/Complaints

Please direct any communications, including complaints about the Platform, to [\[insert website\]](#).

Important Notes about our Agreement

This Agreement and our relationship with you shall both be interpreted solely in accordance with the laws of the State of Delaware excluding any rules governing choice of laws.

THIS AGREEMENT CONSTITUTES THE ENTIRE AGREEMENT BETWEEN YOU AND US. YOU CONFIRM THAT YOU HAVE NOT RELIED UPON ANY PROMISES OR REPRESENTATIONS BY US EXCEPT AS SET FORTH IN THIS AGREEMENT.

You irrevocably agree that the exclusive venue for any action or proceeding arising out of relating to this Agreement or our relationship with you, regardless of theory, shall be the US District Court for the Northern District of California, or the state courts located in Santa Clara County in California. You irrevocably consent to the personal jurisdiction of the aforementioned courts and hereby waive any objection to the exercise of jurisdiction by the aforementioned courts. Nothing in this Agreement, including the choice of the laws of the State of Delaware, affects your statutory rights as a consumer to rely on the mandatory consumer protection provisions contained in the law of the country in which you live.

We may change this Agreement by posting modifications on the Platform. Unless otherwise specified by us, all modifications shall be effective upon posting. Therefore, you are encouraged to check the terms of this Agreement frequently. The last update date of this Agreement is posted at the bottom of the Agreement. By using the Platform after the changes become effective, you agree to be bound by such changes to the Agreement. If you do not agree to the changes, you must terminate access to the Platform and participation in its services.

We may freely transfer or assign this Agreement or any of its obligations hereunder.

The paragraph headings in this Agreement are solely for the sake of convenience and will not be applied in the interpretation of this Agreement.

If any provision of this Agreement is held by a court of competent jurisdiction to be illegal, invalid, unenforceable, or otherwise contrary to law, the remaining provisions of this Agreement will remain in full force and effect.

To clear any doubt, all clauses regarding arbitration, limitations of liabilities, and indemnification shall survive the termination or expiration of this Agreement.