

# Terms of Use Agreement

**Last Updated Date: 2/13/25**

Welcome and thank you for your interest in **Goldie** ( "**Company**", "**we**", "**us**" or "**our**"). This Terms of Use Agreement ("**Terms of Use**"), together with any applicable Supplemental Terms (as defined in Section 1.2 (Supplemental Terms)) (collectively, with the Terms of Use, the "**Agreement**") describes the terms and conditions that apply to your use of (i) the website located at <https://www.gotgoldie.com/> [and any of the Company's other websites on which a link to these Terms of Use appears] (collectively, the "**Website**"), (ii) any mobile application(s) that we offer subject to these Terms of Use (each, an "**Application**"), and (iii) the services or other resources available on or enabled via our Website or any Application, including links to external supporting resources (collectively, with our Applications and Website, the "**Service**").

PLEASE READ THIS AGREEMENT CAREFULLY. THIS AGREEMENT GOVERNS THE USE OF THE SERVICE AND APPLIES TO ALL USERS VISITING THE SERVICE. BY ACCESSING OR USING THE SERVICE IN ANY WAY, INCLUDING ACCEPTING THIS AGREEMENT BY CLICKING ON THE "I ACCEPT" BUTTON, COMPLETING THE REGISTRATION PROCESS, BROWSING THE WEBSITE OR DOWNLOADING THE APPLICATION, YOU REPRESENT THAT: (1) YOU HAVE READ, UNDERSTAND, AND AGREE TO BE BOUND BY THIS AGREEMENT, (2) YOU ARE OF LEGAL AGE TO FORM A BINDING CONTRACT WITH COMPANY, (3) YOU ARE NOT BARRED FROM USING THE SERVICE UNDER THE LAWS OF THE UNITED STATES, YOUR PLACE OF RESIDENCE OR ANY OTHER APPLICABLE JURISDICTION; AND (4) YOU HAVE THE AUTHORITY TO ENTER INTO THIS AGREEMENT PERSONALLY OR THE ENTITY ON WHOSE BEHALF YOU ARE ENTERING INTO THIS AGREEMENT. IF THE INDIVIDUAL ENTERING INTO THIS AGREEMENT IS DOING SO ON BEHALF OF AN ENTITY, ALL REFERENCES TO "**YOU**" OR "**YOUR**" IN THIS AGREEMENT WILL ALSO BE DEEMED TO REFER TO SUCH ENTITY. **IF YOU DO NOT AGREE TO BE BOUND BY THE TERMS OF USE, YOU MAY NOT ACCESS OR USE THE SERVICE.**

**IF YOU SUBSCRIBE TO ANY FEATURE OR FUNCTIONALITY OF THE SERVICE FOR A TERM (THE "INITIAL TERM"), THEN YOUR SUBSCRIPTION WILL BE AUTOMATICALLY RENEWED FOR ADDITIONAL PERIODS OF THE SAME DURATION AS THE INITIAL TERM AT COMPANY'S THEN-CURRENT FEE FOR SUCH FEATURES AND FUNCTIONALITY UNLESS YOU [OPT OUT OF THE AUTO-RENEWAL / DECLINE TO RENEW YOUR SUBSCRIPTION] IN ACCORDANCE WITH SECTION 7.5 (AUTOMATIC RENEWAL) BELOW.**

**SECTION 14 (ARBITRATION AGREEMENT) CONTAINS PROVISIONS THAT GOVERN HOW TO**

**RESOLVE DISPUTES BETWEEN YOU AND COMPANY. AMONG OTHER THINGS, SECTION 14 (ARBITRATION AGREEMENT) INCLUDES AN AGREEMENT TO ARBITRATE WHICH REQUIRES, WITH LIMITED EXCEPTIONS, THAT ALL DISPUTES BETWEEN YOU AND US SHALL BE RESOLVED BY BINDING AND FINAL ARBITRATION. SECTION 14 ALSO CONTAINS A CLASS ACTION AND JURY TRIAL WAIVER. PLEASE READ SECTION 14 (ARBITRATION AGREEMENT) CAREFULLY.**

**UNLESS YOU OPT OUT OF THE ARBITRATION AGREEMENT (AS DEFINED IN SECTION 14 (ARBITRATION AGREEMENT)) WITHIN 30 DAYS IN ACCORDANCE WITH SECTION 14.10 (30-DAY RIGHT TO OPT OUT): (1) YOU WILL ONLY BE PERMITTED TO PURSUE DISPUTES OR CLAIMS AND SEEK RELIEF AGAINST US ON AN INDIVIDUAL BASIS, NOT AS A PLAINTIFF OR CLASS MEMBER IN ANY CLASS OR REPRESENTATIVE ACTION OR PROCEEDING, AND YOU WAIVE YOUR RIGHT TO PARTICIPATE IN A CLASS ACTION LAWSUIT OR CLASS-WIDE ARBITRATION; AND (2) YOU ARE WAIVING YOUR RIGHT TO PURSUE DISPUTES OR CLAIMS AND SEEK RELIEF IN A COURT OF LAW AND TO HAVE A JURY TRIAL.**

**ANY DISPUTE, CLAIM OR REQUEST FOR RELIEF RELATING IN ANY WAY TO YOUR USE OF THE SERVICE WILL BE GOVERNED AND INTERPRETED BY AND UNDER THE LAWS OF THE STATE OF DELEWARE, CONSISTENT WITH THE FEDERAL ARBITRATION ACT, WITHOUT GIVING EFFECT TO ANY PRINCIPLES THAT PROVIDE FOR THE APPLICATION OF THE LAW OF ANY OTHER JURISDICTION. THE UNITED NATIONS CONVENTION ON CONTRACTS FOR THE INTERNATIONAL SALE OF GOODS IS EXPRESSLY EXCLUDED FROM THIS AGREEMENT.**

**SECTION 1.4 (COMPANY COMMUNICATIONS) OF THIS AGREEMENT, BELOW, CONTAINS YOUR CONSENT TO RECEIVE COMMUNICATIONS FROM US, INCLUDING VIA E-MAIL, TEXT MESSAGE, CALLS AND PUSH NOTIFICATION.**

## **1. USE OF THE SERVICE.**

The Service and the information and content available on the Service are protected by copyright laws throughout the world. Unless otherwise specified by Company in a separate license, your right to access and use any and all of the Service is subject to this Agreement.

### **1.1.Application License.**

Subject to your compliance with this Agreement, Company grants you a limited non-exclusive, nontransferable, non-sublicensable, revocable license to download, install and use a copy of the Application on a mobile device or computer that you own or control and to run such copy of the Application solely for your own personal purposes. Furthermore, with respect to any Application accessed through or downloaded from the Apple App

Store (an "**App Store Sourced Application**"), you will only use the App Store Sourced Application (a) on an Apple-branded product that runs the iOS (Apple's proprietary operating system) and (b) as permitted by the "Usage Rules" set forth in the Apple Media Terms of Service, except that such App Store Sourced Application may be accessed, acquired, and used by other accounts associated with the purchaser via Apple's Family Sharing function, volume purchasing, or Legacy Contacts function. Notwithstanding the first sentence in this section, with respect to any Application accessed through or downloaded from the Google Play store (a "**Google Play Sourced Application**"), you may have additional license rights with respect to use of the Application on a shared basis within your designated family group.

## **1.2. Supplemental Terms.**

Your use of, and participation in, certain features and functionality of the Service may be subject to additional terms ("**Supplemental Terms**"). Such Supplemental Terms will either be listed in these Terms of Use or will be presented to you for your acceptance when you sign up to use the supplemental Service. If these Terms of Use are inconsistent with the Supplemental Terms, then the Supplemental Terms shall control with respect to such Service.

## **1.3. Updates.**

You understand that the Service is evolving. As a result, Company may require you to install updates to the Software or Applications that you have installed on your computer or mobile device. You acknowledge and agree that Company may update the Service with or without notifying you. You may need to update third-party software from time to time in order to continue to use the Service. Any future release, update or other addition to the Service shall be subject to this Agreement.

## **1.4. Company Communications.**

### **1.4.1. Generally.**

By entering into this Agreement or using the Service, you agree to receive communications from us, including via e-mail, text message, calls, and/or push notifications. You agree that texts, calls or prerecorded messages may be generated by automatic telephone dialing systems. Communications from us and our affiliated companies may include, but are not limited to: operational communications concerning your Account or the use of the Service, updates concerning new and existing features on the Service, communications concerning promotions ran by us or our third-party partners, and news concerning the Company and industry developments.

### **1.4.2. Text Messages.**

The Company mobile messages service (the "**Message Service**") allows users to receive SMS/MMS mobile messages by opting-in. Regardless of the opt-in method you use to enroll, you agree that this Agreement governs your use of the Message Service. We do not charge for the Message Service, but you are responsible for all charges and fees associated with text messaging imposed by your wireless provider. Message and data rates may apply. By enrolling in the Message Service, you authorize us to send recurring SMS and MMS mobile messages to the telephone number you specify, and you represent that you are authorized to receive mobile messages at such number. The messages sent through the Message Service may include reminders, notifications, marketing, advertising, or other service-related communications and may be transmitted using an automatic telephone dialing system ("**ATDS**") or other automated systems for the selection or dialing of telephone numbers. Your consent to receive mobile messages via an ATDS or other automated system is not required (directly or indirectly) as a condition of purchasing any property, goods or services. Message frequency varies. Text the keyword 'STOP' in response to any message you receive through the Message Service to unsubscribe at any time. When you opt-out, you agree we may send you an opt-out confirmation message. For Message Service support or assistance, text 'HELP' in response to any message you receive through the Message Service or email us at [hello@gotgoldie.com](mailto:hello@gotgoldie.com). We may change any short code or telephone number we use to operate the Message Service at any time with notice to you. You acknowledge that any messages, including any 'STOP' or 'HELP' requests, you send to a short code or telephone number we have changed may not be received and we will not be responsible for honoring requests made in such messages. We and the wireless carriers supported by the Message Service are not liable for any failed, delayed or undelivered messages. If you change your mobile phone number, you agree to opt-out of the Message Service first.

## **1.5.NATURE OF SERVICES AND MEDICAL DISCLAIMER**

**Important Notice: Goldie provides peer support groups facilitated by licensed mental health professionals acting in a non-clinical capacity. These services are NOT medical treatment, psychotherapy, mental health treatment, or clinical intervention.**

### **1.5.1. Service Definition**

The Service provides access to peer support groups led by licensed mental health professionals who are acting as support group facilitators, not as healthcare providers or therapists. These support groups are designed to provide peer connection, emotional support, and wellness resources, but do not constitute medical care, mental health treatment, therapy, counseling, or clinical intervention of any kind.

### **1.5.2. Professional Role Clarification**

Licensed mental health professionals on the Goldie platform (including Licensed Clinical Social Workers (LCSW), Licensed Professional Counselors (LPC), Licensed Mental Health Counselors (LMHC), Licensed Marriage and Family Therapists (LMFT), Clinical Psychologists, and Psychiatrists) serve exclusively as support group facilitators and are not providing clinical services, therapy, medical treatment, or professional mental health services through the platform. Their professional licenses and credentials are disclosed for transparency, but their role on the platform is limited to facilitating peer support discussions and maintaining group safety protocols.

### **1.5.3. No Therapeutic Relationship**

**NO THERAPEUTIC, CLINICAL, OR DOCTOR-PATIENT RELATIONSHIP IS CREATED** between participants and licensed professionals through the Service. The licensed professionals are not serving as your therapist, counselor, doctor, or healthcare provider. They are facilitating peer support groups only.

### **1.5.4. Not a Substitute for Professional Care**

#### **THE SERVICE IS NOT A SUBSTITUTE FOR PROFESSIONAL MEDICAL OR MENTAL HEALTH**

**TREATMENT.** If you are experiencing a mental health crisis, suicidal thoughts, or need clinical intervention, you should immediately contact:

- Emergency services (911)
- National Suicide Prevention Lifeline (988)
- Crisis Text Line (text HOME to 741741)
- Your healthcare provider or local emergency room

### **1.5.5. No Diagnosis or Treatment**

Licensed professionals on the platform will not and cannot:

- Provide mental health diagnoses
- Create treatment plans
- Prescribe medications
- Provide clinical assessments
- Offer medical advice
-

Provide crisis intervention or emergency mental health services

#### **1.5.6. Participant Acknowledgment**

By using the Service, you expressly acknowledge and agree that:

- You understand the non-clinical nature of the support groups
- You are not receiving therapy, counseling, or medical treatment
- You should seek appropriate professional medical or mental health care for treatment needs
- You will not rely on the Service for mental health crisis situations
- You understand that group confidentiality has limitations
- You are participating voluntarily in peer support, not clinical treatment

## **2. REGISTRATION.**

### **2.1. Registering Your Account.**

In order to access certain features of the Service you may be required to register an account on the Service ("**Account**"), have a valid account on the social networking service ("**SNS**") through which you have connect to the Service, as permitted by the Service (each such account, a "**Third-Party Account**"), or have an account with the app store from which you downloaded the Application.

### **2.2. Access Through a SNS.**

If you access the Service through a SNS as part of the functionality of the Service, you may link your Account with Third-Party Accounts by allowing Company to access your Third-Party Account, as is permitted under the applicable terms and conditions that govern your use of each Third-Party Account. You represent that you are entitled to disclose your Third-Party Account login information to Company and/or grant Company access to your Third-Party Account (including, but not limited to, for use for the purposes described herein) without breach by you of any of the terms and conditions that govern your use of the applicable Third-Party Account and without obligating Company to pay any fees or making Company subject to any usage limitations imposed by such third-party service providers. By granting Company access to any Third-Party Accounts, you understand that Company may access, make available and store (if applicable) any information, data, text, software, music, sound, photographs, graphics, video, messages, tags and/or other materials that you have provided to and stored in your Third-Party Account ("**SNS Content**") so that it is available on and through the Service via your Account. Unless otherwise specified in this Agreement, all SNS Content shall be considered to be Your Content

(as defined in Section 3.1 (Types of Content)) for all purposes of this Agreement. Depending on the Third-Party Accounts you choose and subject to the privacy settings that you have set in such Third-Party Accounts, personally identifiable information that you post to your Third-Party Accounts may be available on and through your Account on the Service. If a Third-Party Account or associated service becomes unavailable, or Company's access to such Third-Party Account is terminated by the third-party service provider, then SNS Content will no longer be available on and through the Service. You have the ability to disable the connection between your Account and your Third-Party Accounts at any time by accessing the "Settings" section of the Service. YOUR RELATIONSHIP WITH THE THIRD-PARTY SERVICE PROVIDERS ASSOCIATED WITH YOUR THIRD-PARTY ACCOUNTS IS GOVERNED SOLELY BY YOUR AGREEMENT(S) WITH SUCH THIRD-PARTY SERVICE PROVIDERS, AND COMPANY DISCLAIMS ANY LIABILITY FOR PERSONALLY IDENTIFIABLE INFORMATION THAT MAY BE PROVIDED TO IT BY SUCH THIRD-PARTY SERVICE PROVIDERS IN VIOLATION OF THE PRIVACY SETTINGS THAT YOU HAVE SET IN SUCH THIRD-PARTY ACCOUNTS. Company makes no effort to review any SNS Content for any purpose, including but not limited to, for accuracy, legality or noninfringement, and Company is not responsible for any SNS Content.

### **2.3 Registration Data.**

In registering an account on the Service, you agree to (a) provide true, accurate, current, and complete information about yourself as prompted by the registration form (the "**Registration Data**"), and (b) maintain and promptly update the Registration Data to keep it true, accurate, current, and complete. You may not share your Account or password with anyone, and you agree to notify Company immediately of any unauthorized use of your password or any other breach of security. If you provide any information that is untrue, inaccurate, not current or incomplete, or Company has reasonable grounds to suspect that any information you provide is untrue, inaccurate, not current or incomplete, Company has the right to suspend or terminate your Account and refuse any and all current or future use of the Service (or any portion thereof). You agree not to create an Account using a false identity or information, or on behalf of someone other than yourself. You agree that you shall not have more than one Account per platform or SNS at any given time. Company reserves the right to remove or reclaim any usernames at any time and for any reason, including but not limited to, claims by a third party that a username violates the third party's rights. You agree not to create an Account or use the Service if you have been previously removed by Company, or if you have been previously banned from any of the Service.

**Mental Health and Safety Acknowledgment.** As part of registration, you acknowledge that: (a) you understand that Goldie provides peer support groups, not medical or mental health treatment; (b) you are not currently experiencing a mental health crisis requiring immediate clinical intervention; (c) you have or will maintain appropriate professional healthcare relationships for medical and mental health needs; (d) you will not use the

Service as a substitute for professional medical or mental health care; and (e) you understand and accept the limitations of peer support group confidentiality.

## **2.4 Your Account.**

Notwithstanding anything to the contrary herein, you acknowledge and agree that you shall have no ownership or other property interest in your Account, and you further acknowledge and agree that all rights in and to your Account are and shall forever be owned by and inure to the benefit of Company. Furthermore, you are responsible for all activities that occur under your Account. You agree that you shall monitor your Account to restrict use by minors, and you will accept full responsibility for any unauthorized use of the Service by minors. You are responsible for any use of your credit card or other payment instrument (e.g., PayPal) by minors.

## **2.5 Necessary Equipment and Software.**

You must provide all equipment and software necessary to connect to the Service, including but not limited to, a mobile device that is suitable to connect with and use the Service, in cases where the Service offer a mobile component. You are solely responsible for any fees, including Internet connection or mobile fees, that you incur when accessing the Service.

## **3. RESPONSIBILITY FOR CONTENT.**

### **3.1.Types of Content.**

You acknowledge that any information, data, text, software, music, sound, photographs, graphics, video, messages, tags and/or other materials accessible through the Service (collectively, "**Content**"), is the sole responsibility of the party from whom such Content originated. This means that you, and not Company, are entirely responsible for all Content that you upload, post, e-mail, transmit or otherwise make available ("**Make Available**") through the Service, including the SNS Content ("**Your Content**"), and that other users of the Service, and not Company, are similarly responsible for all Content that they Make Available through the Service ("**User Content**"). [Your Content in your profile may not contain nudity, violence, sexually explicit, or offensive subject matter as determined by Company in its sole discretion.] You may not post or submit for print services a photograph of another person without that person's permission.

### **3.2.Storage.**

Unless expressly agreed to by Company in writing elsewhere, Company has no obligation to store any of Your Content. Company has no responsibility or liability for the deletion or accuracy of any Content, including Your Content; the failure to store, transmit, or receive transmission of Content; or the security, privacy, storage, or



transmission of other communications originating with or involving use of the Service. Certain features and functionality of the Service may enable you to specify the level at which the Service restricts access to Your Content. In such cases, you are solely responsible for applying the appropriate level of access to Your Content. If you do not choose, the system may default to its most permissive setting. [You agree that Company retains the right to create reasonable limits on Company's use and storage of Content, including Your Content, such as limits on file size, storage space, processing capacity, and similar limits described on the Service and as otherwise determined by Company in its sole discretion.]

## **4. OWNERSHIP.**

### **4.1. The Service.**

Except with respect to Your Content and User Content, you agree that Company and its suppliers or licensors own all rights, title and interest in the Service (including but not limited to, any computer code, themes, objects, characters, character names, stories, dialogue, concepts, artwork, animations, sounds, musical compositions, audiovisual effects, methods of operation, moral rights, documentation, and Company software). You will not remove, alter or obscure any copyright, trademark, service mark or other proprietary rights notices incorporated in or accompanying any the Service.

### **4.2. Trademarks.**

[Company's stylized name] and all related graphics, logos, service marks and trade names used on or with the Service are the trademarks of Company and may not be used without permission in connection with your, or any third-party, products or services. Other trademarks, service marks and trade names that may appear on or in the Service are the property of their respective owners.

### **4.3. Your Content.**

Company does not claim ownership of Your Content. However, when you as a user Make Available any Content on or in the Service, you represent that you own and/or have a royalty-free, perpetual, irrevocable, worldwide, non-exclusive right (including with respect to any moral rights) and/or license to use, license, reproduce, modify, adapt, publish, translate, create derivative works from, distribute, derive revenue or other remuneration from, and communicate to the public, perform and display Your Content (in whole or in part) on a worldwide basis and to incorporate it in other works in any form, media or technology now known or later developed, for the full term of any worldwide intellectual property right that may exist in Your Content.

### **4.4. License to Your Content.**

Subject to any applicable Account settings that you select, you grant Company a fully paid, royaltyfree, perpetual, irrevocable, worldwide, royalty-free, non-exclusive and fully sublicensable right (including any moral rights) and license to use, license, distribute, reproduce, modify, adapt, publicly perform, and publicly display Your Content (in whole or in part) for the purposes of operating and providing the Service to you and to our other users. Please remember that other users may be able to search for, see, use, modify and/or reproduce any of Your Content that you submit to any "public" area of the Service.

#### **4.5.Username.**

Notwithstanding anything contained herein to the contrary, by submitting Your Content to any forums, comments, or any other area on the Service, you hereby expressly permit Company to identify you by your username (which may be a pseudonym) as the contributor of Your Content in any publication in any form, media or technology now known or later developed in connection with Your Content.

#### **4.6.Feedback.**

You agree that submission of any ideas, suggestions, documents, and/or proposals to Company through its suggestion, feedback, forum, or similar pages ("**Feedback**") is at your own risk and that Company has no obligations (including without limitation obligations of confidentiality) with respect to such Feedback. You represent and warrant that you have all rights necessary to submit the Feedback. You hereby grant to Company a fully paid, royalty-free, perpetual, irrevocable, worldwide, nonexclusive, and fully sublicensable right and license to use, reproduce, perform, display, distribute, adapt, modify, re-format, create derivative works of, and otherwise commercially or non-commercially exploit in any manner, any and all Feedback, and to sublicense the foregoing rights, in connection with the operation and maintenance of the Service and/or Company's business.

### **5. USER CONDUCT AND CERTAIN RESTRICTIONS.**

As a condition of use, you agree not to use the Service for any purpose that is prohibited by this Agreement or by applicable law. You shall not (and shall not permit any third party) to: (a) license, sell, rent, lease, transfer, assign, reproduce, distribute, host or otherwise commercially exploit the Service or any portion of the Service; (b) frame or utilize framing techniques to enclose any trademark or logo located on the Service or any other portion of the Service (including images, text, page layout or form); (c) use any metatags or other "hidden text" using Company's name or trademarks; (d) modify, translate, adapt, merge, make derivative works of, disassemble, decompile, reverse compile or reverse engineer any part of the Service except to the extent the foregoing restrictions are expressly prohibited by applicable law; (e) use any manual or automated software, devices or other processes (including but not limited to spiders, robots, scrapers, crawlers, avatars, data mining

tools or the like) to "scrape" or download data from any web pages contained in the Service (except that we grant the operators of public search engines revocable permission to use spiders to copy materials from the Service for the sole purpose of and solely to the extent necessary for creating publicly available searchable indices of the materials, but not caches or archives of such materials); (f) remove or destroy any copyright notices or other proprietary markings contained on or in the Service; or (g) take any action or Make Available any Content on or through the Service that: (i) is unlawful, threatening, abusive, harassing, defamatory, libelous, deceptive, fraudulent, invasive of another's privacy, tortious, obscene, offensive, or profane; (ii) constitutes unauthorized or unsolicited advertising, junk or bulk e-mail; (iii) involves commercial activities and/or sales, such as contests, sweepstakes, barter, advertising, or pyramid schemes without Company's prior written consent; (iv) impersonates any person or entity, including any employee or representative of Company; or (v) interferes with or attempts to interfere with the proper functioning of the Service or uses the Service in any way not expressly permitted by this Agreement. Without limiting the foregoing, except as expressly stated herein, no part of the Service may be copied, reproduced, distributed, republished, downloaded, displayed, posted or transmitted in any form or by any means. The rights granted to you in this Agreement are subject to your compliance with the restrictions set forth in this section. Any unauthorized use of the Service terminates the licenses granted by Company pursuant to this Agreement.

## **6. INVESTIGATIONS, MONITORING, & NO OBLIGATION TO PRE-SCREEN CONTENT.**

Company may, but is not obligated to, investigate, monitor, pre-screen, remove, refuse, or review the Service and/or Content, including Your Content and User Content, at any time. By entering into this Agreement, you hereby provide your irrevocable consent to such monitoring. You acknowledge and agree that you have no expectation of privacy concerning the transmission of Your Content, including without limitation chat, text, or voice communications.

Without limiting the foregoing, Company reserves the right to: (a) remove or refuse to post any of Your Content for any or no reason in our sole discretion; (b) take any action with respect to any of Your Content that we deem necessary or appropriate in our sole discretion, including if we believe that such Content violates this Agreement, infringes any intellectual property right or other right of any person or entity, threatens the personal safety of users of the Service or the public, or could create liability for the Company; (c) disclose your identity or other information about you to any third party who claims that material posted by you violates their rights, including their intellectual property rights or their right to privacy; (d) take appropriate legal action, including without limitation, referral to and cooperation with law enforcement and/or other applicable legal authorities, for any illegal or unauthorized use of the Service or if Company otherwise believes that criminal activity has occurred; and/or (e) terminate or suspend your access to all or part of the

Service for any or no reason, including without limitation, any violation of this Agreement. Upon determination of any possible violations by you of any provision of this Agreement, Company, may, at its sole discretion immediately terminate your license to use the Service, or change, alter or remove Your Content, in whole or in part, without prior notice to you.

If Company believes that criminal activity has occurred, Company reserves the right to, except to the extent prohibited by applicable law, disclose any information or materials on or in the Service, including Your Content, in Company's possession in connection with your use of the Service, to (i) comply with applicable laws, legal process or governmental request, (ii) enforce this Agreement, (iii) respond to any claims that Your Content violates the rights of third parties, (iv) respond to your requests for customer service, or (v) protect the rights, property or personal safety of Company, its users or the public, and all enforcement or other government officials, as Company in its sole discretion believes to be necessary or appropriate.

## **7. FEES AND PURCHASE TERMS.**

### **7.1. Payment.**

You agree to pay all fees or charges to your Account in accordance with the fees, charges and billing terms in effect at the time a fee or charge is due and payable. You must provide Company with a valid credit card (Visa, MasterCard, or any other issuer accepted by us) or PayPal account of a payment provider ("**Payment Provider**"), or purchase order information, as a condition to signing up for the Service. Your Payment Provider agreement governs your use of the designated credit card or PayPal account, and you must refer to that agreement, not this Agreement, to determine your rights and liabilities. By providing Company with your credit card number or PayPal account and associated payment information, you agree that Company is authorized to immediately invoice your Account for all fees and charges due and payable to Company hereunder and that no additional notice or consent is required. You agree to immediately notify Company of any change in your billing address or the credit card or PayPal account used for payment hereunder. Company reserves the right at any time to change its prices and billing methods, either immediately upon posting on the Service or by e-mail delivery to you.

### **7.2. Service Subscription Fees.**

You will be responsible for payment of the applicable fee for any Service (each, a "**Service Subscription Fee**") at the time you create your Account and select your annual package (each, a "**Service Commencement Date**"). Except as set forth in this Agreement, all fees for the Service are non-refundable. No contract will exist between you and Company for the Service until Company accepts your order by a confirmatory e-mail, SMS/MMS message, or other appropriate means of communication.

### 7.3. Taxes.

The payments required under Section 7.2 (Service Subscription Fees) of this Agreement do not include any Sales Tax that may be due in connection with the services provided under this Agreement. If Company determines it has a legal obligation to collect a Sales Tax from you in connection with this Agreement, Company shall collect such Sales Tax in addition to the payments required under Section 7.2 (Service Subscription Fees) of this Agreement. If any services [or products], or payments for any services [or products], under this Agreement are subject to any Sales Tax in any jurisdiction and you have not remitted the applicable Sales Tax to Company, you will be responsible for the payment of such Sales Tax and any related penalties or interest to the relevant tax authority, and you will indemnify Company for any liability or expense Company may incur in connection with such Sales Taxes. Upon Company's request, you will provide it with official receipts issued by the appropriate taxing authority, or other such evidence that you have paid all applicable taxes. For purposes of this section, "**Sales Tax**" shall mean any sales or use tax and any other tax measured by sales proceeds that is the functional equivalent of a sales tax where the applicable taxing jurisdiction does not otherwise impose a sales or use tax.

### 7.4. Withholding Taxes.

You agree to make all payments of fees to Company free and clear of, and without reduction for, any withholding taxes. Any such taxes imposed on payments of fees to Company will be your sole responsibility, and you will provide Company with official receipts issued by the appropriate taxing authority, or such other evidence as we may reasonably request, to establish that such taxes have been paid.

### 7.5. Automatic Renewal.

If you purchase a subscription, your subscription will continue indefinitely until terminated in accordance with this Agreement. **After your initial subscription period, and again after any subsequent subscription period, your subscription will automatically commence on the first day following the end of such period (each a "Renewal Commencement Date") and continue for an additional equivalent period, at Company's then-current price for such subscription.** You agree that your subscription will be subject to this automatic renewal feature unless you cancel your subscription as set forth below in subsection (a) or (b). If you elect to purchase a subscription from the Company, then by subscribing, you authorize Company to charge your Payment Provider now, and again at the beginning of any subsequent subscription period. Upon renewal of your subscription, if Company does not receive payment from your Payment Provider, (i) you agree to pay all amounts due on your Account upon demand and/or (ii) you agree that Company may either terminate or suspend your subscription and continue to attempt to charge your Payment Provider until payment is received (upon receipt of payment,

your Account will be activated and for purposes of automatic renewal, your new subscription commitment period will begin as of the day payment was received).

#### ***7.5.1. Cancelling Subscriptions Purchased Via the Company.***

If you purchased your subscription directly from the Company, you may cancel your subscription at least thirty (30) days prior to the Renewal Commencement Date (or in the event that you receive a notice from Company that your subscription will be automatically renewed, you will have thirty (30) days from the date of the Company notice), by logging into and going to the "Change/Cancel Membership" page of your "Account Settings" page. If you do not wish your Account to renew automatically, or if you want to change or terminate your subscription, you must contact Company at [hello@gotgoldie.com](mailto:hello@gotgoldie.com) or log in and go to the "Change/Cancel Membership" page on your "Account Settings" page.

#### ***7.5.2. Cancelling Subscriptions Purchased via a Third-Party Application Store.***

If you wish to cancel a subscription that you purchased from a third-party application store, you must cancel your subscription prior to the Renewal Commencement Date in accordance with the terms applicable to such third-party application store by logging into and going to the "Manage App Subscriptions" page in the Apple App Store or the "My Apps" page in the Google Play Store app. The same page will permit you to change your Account settings if you do not wish your subscription to renew automatically, or if you want to change or terminate your subscription.

#### ***7.5.3. Effect of Cancellation.***

If you cancel your subscription, you may use your subscription until the end of your then-current subscription term; your subscription will not be renewed after your then-current term expires.

However, you will not be eligible for a prorated refund of any portion of the subscription fee paid for the then-current subscription period.

### **7.6. Free Trials and Other Promotions.**

Any free trial or other promotion that provides users level access to the Service must be used within the specified time of the trial. At the end of the trial period, your use of that Service will expire and any further use of the Service is prohibited unless you pay the applicable subscription fee. If you are inadvertently charged for a subscription and provide us with written notice of the error, Company will have the charges reversed.

## **8. CRISIS MANAGEMENT AND SAFETY PROTOCOLS**

## 8.1. Emergency Situations

The Service is not equipped to handle mental health emergencies or crisis situations. If you or another participant appears to be experiencing a mental health crisis, suicidal ideation, or emergency situation during a support group session, the licensed professional facilitator may:

- Direct you to immediately contact emergency services
- Suspend the group session
- Follow professional ethical obligations regarding safety Report
- imminent safety concerns as required by law

## 8.2. Professional Obligations

Licensed professionals facilitating support groups maintain their professional ethical obligations, including mandatory reporting requirements related to imminent harm to self or others, child abuse, or elder abuse, regardless of their non-clinical role on the platform.

## 8.3. Limitation of Emergency Response

**COMPANY AND LICENSED PROFESSIONALS ON THE PLATFORM ARE NOT RESPONSIBLE FOR PROVIDING EMERGENCY MENTAL HEALTH INTERVENTION OR CRISIS RESPONSE.** You

acknowledge that the Service is not a crisis intervention service and that you must seek appropriate emergency care when needed.

## 9. INDEMNIFICATION.

You agree to indemnify and hold Company, its parents, subsidiaries, affiliates, officers, employees, agents, partners, suppliers, and licensors (each, a "**Company Party**") harmless from any losses, costs, liabilities and expenses (including reasonable attorneys' fees) relating to or arising out of any and all of the following: (a) Your Content; (b) your use of, or inability to use, the Service; (c) your violation of this Agreement; (d) your violation of any rights of another party, including any user; or (e) your violation of any applicable laws, rules or regulations. Company reserves the right, at its own cost, to assume the exclusive defense and control of any matter otherwise subject to indemnification by you, in which event you will fully cooperate with Company in asserting any available defenses. This provision does not require you to indemnify any of the Company Parties for any unconscionable commercial practice by such party or for such party's fraud, deception, false promise, misrepresentation or concealment, or suppression or omission of any material fact in connection with the

Service provided hereunder. You agree that the provisions in this section will survive any termination of your Account, this Agreement and/or your access to the Service.

## **10.DISCLAIMER OF WARRANTIES AND CONDITIONS.**

### **10.1.As Is.**

YOU EXPRESSLY UNDERSTAND AND AGREE THAT TO THE EXTENT PERMITTED BY APPLICABLE LAW, YOUR USE OF THE SERVICE IS AT YOUR SOLE RISK, AND THE SERVICE IS PROVIDED ON AN "AS IS" AND "AS AVAILABLE" BASIS, WITH ALL FAULTS. COMPANY PARTIES EXPRESSLY DISCLAIM ALL WARRANTIES, REPRESENTATIONS, AND CONDITIONS OF ANY KIND, WHETHER EXPRESS OR IMPLIED, INCLUDING, BUT NOT LIMITED TO, THE IMPLIED WARRANTIES OR CONDITIONS OF MERCHANTABILITY, FITNESS FOR A PARTICULAR PURPOSE AND NON-INFRINGEMENT ARISING FROM USE OF THE SERVICE. [This Section 10 (Disclaimer of Warranties and Conditions) does not affect in any way our return policy or limited warranty for goods purchased on the Service. If for any reason you are not satisfied with a purchase you make on the Service, you may return the item in accordance with the terms of our return policy or limited warranty, as applicable.]

### **10.2.Service Limitations.**

COMPANY PARTIES MAKE NO WARRANTY, REPRESENTATION OR CONDITION THAT: (1) THE SERVICE WILL MEET YOUR REQUIREMENTS (SUCH AS THE QUALITY, EFFECTIVENESS, REPUTATION AND OTHER CHARACTERISTICS OF SERVICE); (2) YOUR USE OF THE SERVICE WILL BE UNINTERRUPTED, TIMELY, SECURE OR ERROR-FREE; OR (3) THE ADVICE, RESULTS, OR INFORMATION, WHETHER ORAL OR WRITTEN, OBTAINED FROM USE OF THE SERVICE WILL BE ACCURATE OR RELIABLE.

ANY CONTENT DOWNLOADED FROM OR OTHERWISE ACCESSED THROUGH THE SERVICE IS ACCESSED AT YOUR OWN RISK, AND YOU SHALL BE SOLELY RESPONSIBLE FOR ANY DAMAGE TO YOUR PROPERTY, INCLUDING, BUT NOT LIMITED TO, YOUR COMPUTER SYSTEM AND ANY DEVICE YOU USE TO ACCESS THE SERVICE, OR ANY OTHER LOSS THAT RESULTS FROM ACCESSING SUCH CONTENT.

**Medical and Mental Health Disclaimers.** COMPANY MAKES NO WARRANTIES, REPRESENTATIONS, OR CONDITIONS REGARDING THE EFFECTIVENESS OF SUPPORT GROUPS FOR ANY MENTAL HEALTH OR WELLNESS PURPOSE. THE SERVICE IS NOT INTENDED TO DIAGNOSE, TREAT, CURE, OR PREVENT ANY MEDICAL OR MENTAL HEALTH CONDITION. YOU ACKNOWLEDGE THAT PARTICIPATING IN SUPPORT GROUPS CARRIES INHERENT RISKS AND THAT OUTCOMES CANNOT BE GUARANTEED. COMPANY DISCLAIMS ALL LIABILITY RELATED TO YOUR MENTAL HEALTH, WELLNESS, OR MEDICAL NEEDS.



### **10.3 Beta Features.**

From time to time, Company may offer new "beta" features or tools with which its users may experiment. Such features or tools are offered solely for experimental purposes and without any warranty of any kind, and may be modified or discontinued at Company's sole discretion. The provisions of this section apply with full force to such features or tools.

### **10.4 No Liability for Conduct of Third Parties.**

YOU ARE SOLELY RESPONSIBLE FOR ALL OF YOUR COMMUNICATIONS AND INTERACTIONS WITH THIRD PARTIES TO THE SERVICE. YOU ACKNOWLEDGE AND AGREE THAT COMPANY PARTIES ARE NOT LIABLE, AND YOU AGREE NOT TO SEEK TO HOLD COMPANY PARTIES LIABLE, FOR THE CONDUCT OF THIRD PARTIES, INCLUDING OPERATORS OF EXTERNAL SITES, AND THAT THE RISK OF INJURY FROM SUCH THIRD PARTIES RESTS ENTIRELY WITH YOU. YOU UNDERSTAND THAT COMPANY DOES NOT MAKE ANY ATTEMPT TO VERIFY THE STATEMENTS OF USERS. COMPANY DOES NOT OFFER MEDICAL ADVICE. ANY CONTENT ACCESSED THROUGH THE SERVICE IS FOR INFORMATIONAL AND EDUCATIONAL PURPOSES ONLY AND ARE NOT INTENDED TO COVER ALL POSSIBLE USES, DIRECTIONS, PRECAUTIONS, DRUG INTERACTIONS OR ADVERSE EFFECTS. THE CONTENT SHOULD NOT BE USED DURING A MEDICAL EMERGENCY OR FOR THE DIAGNOSIS OR TREATMENT OF ANY MEDICAL CONDITION. PLEASE CONSULT YOUR DOCTOR OR OTHER QUALIFIED HEALTH CARE PROVIDER IF YOU HAVE ANY QUESTIONS ABOUT A MEDICAL CONDITION, OR BEFORE TAKING ANY DRUG, CHANGING YOUR DIET, OR COMMENCING OR DISCONTINUING ANY COURSE OF TREATMENT. DO NOT IGNORE OR DELAY OBTAINING PROFESSIONAL MEDICAL ADVICE BECAUSE OF INFORMATION ACCESSED THROUGH THE SERVICE. CALL 911 OR YOUR DOCTOR FOR ALL MEDICAL EMERGENCIES. YOU MAY ONLY USE THE SERVICE IF YOU RESIDE IN THE UNITED STATES. COMPANY MAKES NO WARRANTY THAT THE GOODS OR SERVICE PROVIDED BY THIRD PARTIES WILL MEET YOUR REQUIREMENTS OR BE AVAILABLE ON AN UNINTERRUPTED, SECURE, OR ERROR-FREE BASIS. COMPANY MAKES NO WARRANTY REGARDING THE QUALITY OF ANY SUCH GOODS OR SERVICE, OR THE ACCURACY, TIMELINESS, TRUTHFULNESS, COMPLETENESS OR RELIABILITY OF ANY USER CONTENT OBTAINED THROUGH THE SERVICE.

## **11.LIMITATION OF LIABILITY**

### **11.1 Disclaimer of Certain Damages.**

YOU UNDERSTAND AND AGREE THAT, TO THE FULLEST EXTENT PROVIDED BY LAW, IN NO EVENT SHALL COMPANY PARTIES BE LIABLE FOR ANY LOSS OF PROFITS, REVENUE OR DATA, INDIRECT,

INCIDENTAL, SPECIAL, OR CONSEQUENTIAL DAMAGES, OR DAMAGES OR COSTS DUE TO LOSS OF PRODUCTION OR USE, BUSINESS INTERRUPTION, OR PROCUREMENT OF SUBSTITUTE GOODS OR SERVICE, IN EACH CASE WHETHER OR NOT COMPANY HAS BEEN ADVISED OF THE POSSIBILITY OF SUCH DAMAGES, ARISING OUT OF OR IN CONNECTION WITH THIS AGREEMENT OR ANY COMMUNICATIONS, INTERACTIONS OR MEETINGS WITH OTHER USERS OF THE SERVICE, ON ANY THEORY OF LIABILITY, INCLUDING TO THE EXTENT RESULTING FROM: (a) THE USE OR INABILITY TO USE THE SERVICE; (b) ANY GOODS, DATA, INFORMATION OR SERVICE PURCHASED OR OBTAINED; OR MESSAGES RECEIVED FOR TRANSACTIONS ENTERED INTO THROUGH THE SERVICE; (c) UNAUTHORIZED ACCESS TO OR ALTERATION OF YOUR TRANSMISSIONS OR DATA; (d) STATEMENTS OR CONDUCT OF ANY THIRD PARTY ON THE SERVICE; OR (e) ANY OTHER MATTER RELATED TO THE SERVICE, WHETHER BASED ON WARRANTY, COPYRIGHT, CONTRACT, TORT (INCLUDING NEGLIGENCE), PRODUCT LIABILITY OR ANY OTHER LEGAL THEORY. THE FOREGOING LIMITATION OF LIABILITY SHALL NOT APPLY TO LIABILITY OF A COMPANY PARTY FOR (i) DEATH OR PERSONAL INJURY CAUSED BY A COMPANY PARTY'S NEGLIGENCE; OR FOR (ii) ANY INJURY CAUSED BY A COMPANY PARTY'S FRAUD OR FRAUDULENT MISREPRESENTATION.

### **11.2 Cap on Liability.**

TO THE FULLEST EXTENT PROVIDED BY LAW, COMPANY PARTIES WILL NOT BE LIABLE TO YOU FOR MORE THAN THE GREATER OF (a) THE TOTAL AMOUNT PAID TO Company by you during the one-month period prior to the act, omission or occurrence giving rise to such liability; (b) \$100; or (c) THE REMEDY OR PENALTY IMPOSED BY THE STATUTE UNDER WHICH SUCH CLAIM ARISES. THE FOREGOING CAP ON LIABILITY SHALL NOT APPLY TO LIABILITY OF A COMPANY PARTY FOR (i) DEATH OR PERSONAL INJURY CAUSED BY A COMPANY PARTY'S NEGLIGENCE; OR FOR (ii) ANY INJURY CAUSED BY A COMPANY PARTY'S FRAUD OR FRAUDULENT MISREPRESENTATION.

### **11.3 User Content.**

EXCEPT FOR COMPANY'S OBLIGATIONS TO PROTECT YOUR PERSONAL DATA AS SET FORTH IN THE COMPANY'S PRIVACY POLICY, COMPANY ASSUMES NO RESPONSIBILITY FOR THE TIMELINESS, DELETION, MIS-DELIVERY OR FAILURE TO STORE ANY CONTENT (INCLUDING, BUT NOT LIMITED TO, YOUR CONTENT AND USER CONTENT), USER COMMUNICATIONS OR PERSONALIZATION SETTINGS.

### **11.4 Mental Health and Safety Limitations.**

TO THE FULLEST EXTENT PERMITTED BY LAW, COMPANY PARTIES SHALL NOT BE LIABLE FOR ANY DAMAGES ARISING FROM OR RELATED TO:

- (a) MENTAL HEALTH CRISES OR EMERGENCIES;
- (b) FAILURE TO RECEIVE APPROPRIATE MEDICAL OR MENTAL HEALTH TREATMENT;
- (c) RELIANCE ON PEER SUPPORT INSTEAD OF PROFESSIONAL TREATMENT;
- (d) ANY MENTAL HEALTH OUTCOMES OR LACK THEREOF;
- (e) CONFIDENTIALITY LIMITATIONS IN GROUP SETTINGS;
- (f) ACTIONS OR STATEMENTS BY OTHER PARTICIPANTS OR LICENSED PROFESSIONALS; OR (g) ANY HARM RESULTING FROM THE NON-CLINICAL NATURE OF THE SERVICE.

## **5. Exclusion of Damages.**

CERTAIN JURISDICTIONS DO NOT ALLOW THE EXCLUSION OR LIMITATION OF CERTAIN DAMAGES. IF THESE LAWS APPLY TO YOU, SOME OR ALL OF THE ABOVE EXCLUSIONS OR LIMITATIONS MAY NOT APPLY TO YOU, AND YOU MIGHT HAVE ADDITIONAL RIGHTS.

## **6. Basis of the Bargain.**

THE LIMITATIONS OF DAMAGES SET FORTH ABOVE ARE FUNDAMENTAL ELEMENTS OF THE BASIS OF THE BARGAIN BETWEEN COMPANY AND YOU.

## **12.PROCEDURE FOR MAKING CLAIMS OF COPYRIGHT INFRINGEMENT.**

It is Company's policy to terminate membership privileges of any user who repeatedly infringes copyright upon prompt notification to Company by the copyright owner or the copyright owner's legal agent. Without limiting the foregoing, if you believe that your work has been copied and posted on the Service in a way that constitutes copyright infringement, please provide our Copyright Agent with the following information: (a) an electronic or physical signature of the person authorized to act on behalf of the owner of the copyright interest; (b) a description of the copyrighted work that you claim has been infringed; (c) a description of the location on the Service of the material that you claim is infringing; (d) your address, telephone number and e-mail address; (e) a written statement by you that you have a good faith belief that the disputed use is not authorized by the copyright owner, its agent or the law; and (f) a statement by you, made under penalty of perjury, that the above information in your notice is accurate and that you are the copyright owner or authorized to act on the copyright owner's behalf.

## **13.TERM AND TERMINATION.**

### **13.1.Term.**

The Agreement commences on the date when you accept this Agreement (as described in the preamble above), and will remain in full force and effect while you use the Service, unless terminated earlier in accordance with this Agreement.

### **13.2.Termination of Service by Company.**

Except as set forth above, the Service Subscription Fee for any Service shall be non-refundable. If timely payment cannot be charged to your Payment Provider for any reason, if you have materially breached any provision of this Agreement, or if Company is required to do so by law (e.g., where the provision of the Service is, or becomes, unlawful), Company has the right to, immediately and without notice, suspend or terminate any Service provided to you. You agree that all terminations for cause shall be made in Company's sole discretion and that Company shall not be liable to you or any third party for any termination of your Account.

### **13.3.Termination by You.**

If you want to terminate this Agreement, you may do so by (a) notifying Company at any time and (b) closing your Account for all of the Service that you use. Your notice should be sent, in writing, to Company's address set forth below. ANY SUCH TERMINATION WILL BE EFFECTIVE AT THE END OF THE THEN-CURRENT TERM OF ANY AND ALL OF THE SUBSCRIPTIONS AS SET FORTH IN SECTION 7.5, WHICH WILL CONTINUE AT THE END OF EACH SUBSCRIPTION PERIOD UNLESS YOU CANCEL YOUR SUBSCRIPTION IN ACCORDANCE WITH THE PROCEDURE SET FORTH IN SECTION 7.5 (AUTOMATIC RENEWAL).

### **13.4.Effect of Termination.**

Termination of any Service includes removal of access to such Service and barring of further use of the Service. Termination of all Service also includes deletion of your password and all related information, files and Content associated with or inside your Account (or any part thereof), including Your Content. Upon termination of any Service, your right to use such Service will automatically terminate immediately. You understand that any termination of Service may involve deletion of Your Content associated therewith from our live databases. Company will not have any liability whatsoever to you for any suspension or termination, including for deletion of Your Content. All provisions of this Agreement which by their nature should survive, shall survive termination of Service, including without limitation, ownership provisions, warranty disclaimers, and limitation of liability.

### **13.5.No Subsequent Registration.**

If this Agreement is terminated for cause by Company or if your Account or ability to access the

Service is discontinued by Company due to your violation of any portion of this Agreement or for conduct otherwise deemed inappropriate, then you agree that you shall not attempt to re-register with or access the Service through use of a different member name or otherwise.

## **14.INTERNATIONAL USERS.**

The Service may be accessed from countries around the world and may contain references to Service and Content that are not available in your country. These references do not imply that Company intends to announce such Service or Content in your country. The Service is controlled and offered by Company from its facilities in the United States of America. Company makes no representations that the Service is appropriate or available for use in other locations. Those who access or use the Service from other countries do so at their own volition and are responsible for compliance with local law.

## **15.ARBITRATION AGREEMENT. Please read this section (the "Arbitration Agreement") carefully. It is part of your contract with Company and affects your rights. It contains procedures for MANDATORY BINDING ARBITRATION AND A CLASS ACTION WAIVER.**

### **15.1.Applicability of Arbitration Agreement.**

Subject to the terms of this Arbitration Agreement, you and Company agree that any dispute, claim, disagreements arising out of or relating in any way to your access to or use of the Service, any communications you receive, any products sold or distributed through the Service or this Agreement and prior versions of this Agreement, including claims and disputes that arose between you and us before the effective date of this Agreement (each, a "**Dispute**") will be resolved by binding arbitration, rather than in court, except that: (1) you and Company may assert claims or seek relief in small claims court if such claims qualify and remain in small claims court; and (2) you or Company may seek equitable relief in court for infringement or other misuse of intellectual property rights (such as trademarks, trade dress, domain names, trade secrets, copyrights, and patents). For purposes of this Arbitration Agreement, "Dispute" will also include disputes that arose or involve facts occurring before the existence of this or any prior versions of this Agreement as well as claims that may arise after the termination of this Agreement.

### **15.2.Informal Dispute Resolution.**

There might be instances when a Dispute arises between you and Company. If that occurs, Company is committed to working with you to reach a reasonable resolution. You and Company agree that good faith informal efforts to resolve Disputes can result in a prompt, low-cost and mutually beneficial outcome

("Informal Dispute Resolution"). You and Company therefore agree that before either party commences arbitration against the other (or initiates an action in small claims court if a party so elects), we will personally meet and confer telephonically or via videoconference, in a good faith effort to resolve informally any Dispute covered by this Arbitration Agreement ("**Informal Dispute Resolution Conference**"). If you are represented by counsel, your counsel may participate in the conference, but you will also participate in the conference.

The party initiating a Dispute must give notice to the other party in writing of its intent to initiate an Informal Dispute Resolution Conference ("**Notice**"), which shall occur within 45 days after the other party receives such Notice, unless the parties mutually agree upon. Notice to Company that you intend to initiate an Informal Dispute Resolution Conference should be sent by email to [hello@gotgoldie.com](mailto:hello@gotgoldie.com). The Notice must include: (1) your name, telephone number, mailing address, e-mail address associated with your Account (if you have one); (2) the name, telephone number, mailing address and e-mail address of your counsel, if any; and (3) a description of your Dispute.

The Informal Dispute Resolution Conference shall be individualized such that a separate conference must be held each time either party initiates a Dispute, even if the same law firm or group of law firms represents multiple users in similar cases, unless all parties agree; multiple individuals initiating a Dispute cannot participate in the same Informal Dispute Resolution Conference unless all parties agree. In the time between a party receiving the Notice and the Informal Dispute Resolution Conference, nothing in this Arbitration Agreement shall prohibit the parties from engaging in informal communications to resolve the initiating party's Dispute. Engaging in the Informal Dispute Resolution Conference is a condition precedent and requirement that must be fulfilled before commencing arbitration. The statute of limitations and any filing fee deadlines shall be tolled while the parties engage in the Informal Dispute Resolution Conference process required by this section.

### **15.3 Waiver of Jury Trial.**

YOU AND COMPANY HEREBY WAIVE ANY CONSTITUTIONAL AND STATUTORY RIGHTS TO SUE IN COURT AND HAVE A TRIAL IN FRONT OF A JUDGE OR A JURY. You and Company are instead electing that all Disputes shall be resolved by arbitration under this Arbitration Agreement, except as specified in Section 15.1 (Applicability of Arbitration Agreement). There is no judge or jury in arbitration, and court review of an arbitration award is subject to very limited review.

### **15.4 Waiver of Class and Other Non-Individualized Relief.**

YOU AND COMPANY AGREE THAT, EXCEPT AS SPECIFIED IN SECTION 15.9 (BATCH ARBITRATION), EACH OF US MAY BRING CLAIMS AGAINST THE OTHER ONLY ON AN INDIVIDUAL BASIS AND NOT

ON A CLASS, REPRESENTATIVE, OR COLLECTIVE BASIS, AND THE PARTIES HEREBY WAIVE ALL RIGHTS TO HAVE ANY DISPUTE BE BROUGHT, HEARD, ADMINISTERED, RESOLVED, OR ARBITRATED ON A CLASS, COLLECTIVE, REPRESENTATIVE, OR MASS ACTION BASIS. ONLY INDIVIDUAL RELIEF IS AVAILABLE, AND DISPUTES OF MORE THAN ONE CUSTOMER OR USER CANNOT BE ARBITRATED OR CONSOLIDATED WITH THOSE OF ANY OTHER CUSTOMER OR USER. Subject to this Arbitration Agreement, the arbitrator may award declaratory or injunctive relief only in favor of the individual party seeking relief and only to the extent necessary to provide relief warranted by the party's individual claim. Nothing in this paragraph is intended to, nor shall it, affect the terms and conditions under Section 15.9 (Batch Arbitration). Notwithstanding anything to the contrary in this Arbitration Agreement, if a court decides by means of a final decision, not subject to any further appeal or recourse, that the limitations of this Section are invalid or unenforceable as to a particular claim or request for relief (such as a request for public injunctive relief), you and Company agree that that particular claim or request for relief (and only that particular claim or request for relief) shall be severed from the arbitration and may be litigated in the state or federal courts located in the State of Delaware. All other Disputes shall be arbitrated or litigated in small claims court. This section does not prevent you or Company from participating in a class-wide settlement of claims.

### **15.5 Rules and Forum.**

This Agreement evidences a transaction involving interstate commerce; and notwithstanding any other provision herein with respect to the applicable substantive law, the Federal Arbitration Act, 9 U.S.C. § 1 *et seq.*, will govern the interpretation and enforcement of this Arbitration Agreement and any arbitration proceedings. If the Informal Dispute Resolution process described above does not resolve satisfactorily within sixty (60) days after receipt of your Notice, you and Company agree that either party shall have the right to finally resolve the Dispute through binding arbitration. The arbitration will be administered by the American Arbitration Association ("**AAA**"), in accordance with the Consumer Arbitration Rules (the "**AAA Rules**") then in effect, except as modified by this section of this Arbitration Agreement. The AAA Rules are currently available at <https://www.adr.org/sites/default/files/Consumer%20Rules.pdf>.

A party who wishes to initiate arbitration must provide the other party with a request for arbitration (the "**Request**"). The Request must include: (1) the name, telephone number, mailing address, e-mail address of the party seeking arbitration and the account username (if applicable) as well as the email address associated with any applicable Account; (2) a statement of the legal claims being asserted and the factual bases of those claims; (3) a description of the remedy sought and an accurate, goodfaith calculation of the amount in controversy in United States dollars; (4) a statement certifying completion of the Informal Dispute Resolution

process as described above; and (5) evidence that the requesting party has paid any necessary filing fees in connection with such arbitration.

If the party requesting arbitration is represented by counsel, the Request shall also include counsel's name, telephone number, mailing address, and email address. Such counsel must also sign the Request. By signing the Request, counsel certifies to the best of counsel's knowledge, information, and belief, formed after an inquiry reasonable under the circumstances, that: (1) the Request is not being presented for any improper purpose, such as to harass, cause unnecessary delay, or needlessly increase the cost of dispute resolution; (2) the claims, defenses and other legal contentions are warranted by existing law or by a nonfrivolous argument for extending, modifying, or reversing existing law or for establishing new law; and (3) the factual and damages contentions have evidentiary support or, if specifically so identified, will likely have evidentiary support after a reasonable opportunity for further investigation or discovery.

Unless you and Company otherwise agree, or the Batch Arbitration process discussed in Section 15.9 (Batch Arbitration) is triggered, the arbitration will be conducted in the county where you reside. Subject to the AAA Rules, the arbitrator may direct a limited and reasonable exchange of information between the parties, consistent with the expedited nature of the arbitration. If the AAA is not available to arbitrate, the parties will select an alternative arbitral forum. Your responsibility to pay any AAA fees and costs will be solely as set forth in the applicable AAA Rules.

You and Company agree that all materials and documents exchanged during the arbitration proceedings shall be kept confidential and shall not be shared with anyone except the parties' attorneys, accountants, or business advisors, and then subject to the condition that they agree to keep all materials and documents exchanged during the arbitration proceedings confidential.

### **15.6 Arbitrator.**

The arbitrator will be either a retired judge or an attorney licensed to practice law in the state of Delaware and will be selected by the parties from the AAA's roster of consumer dispute arbitrators. If the parties are unable to agree upon an arbitrator within thirty-five (35) days of delivery of the Request, then the AAA will appoint the arbitrator in accordance with the AAA Rules, provided that if the Batch Arbitration process under Section 15.9 (Batch Arbitration) is triggered, the AAA will appoint the arbitrator for each batch.

### **15.7 Authority of Arbitrator.**

The arbitrator shall have exclusive authority to resolve any Dispute, including, without limitation, disputes arising out of or related to the interpretation or application of the Arbitration Agreement, including the



enforceability, revocability, scope, or validity of the Arbitration Agreement or any portion of the Arbitration Agreement, except for the following: (1) all Disputes arising out of or relating to Section 15.4 (Waiver of Class and Other Non-Individualized Relief), including any claim that all or part of Section 15.4 (Waiver of Class and Other Non-Individualized Relief) is unenforceable, illegal, void or voidable, or that such Section 15.4 (Waiver of Class and Other Non-Individualized Relief) has been breached, shall be decided by a court of competent jurisdiction and not by an arbitrator; (2) except as expressly contemplated in Section 15.9 (Batch Arbitration), all Disputes about the payment of arbitration fees shall be decided only by a court of competent jurisdiction and not by an arbitrator; (3) all Disputes about whether either party has satisfied any condition precedent to arbitration shall be decided only by a court of competent jurisdiction and not by an arbitrator; and (4) all Disputes about which version of the Arbitration Agreement applies shall be decided only by a court of competent jurisdiction and not by an arbitrator. The arbitration proceeding will not be consolidated with any other matters or joined with any other cases or parties, except as expressly provided in Section 15.9 (Batch Arbitration). The arbitrator shall have the authority to grant motions dispositive of all or part of any Dispute. The arbitrator shall issue a written award and statement of decision describing the essential findings and conclusions on which the award is based, including the calculation of any damages awarded. The award of the arbitrator is final and binding upon you and us. Judgment on the arbitration award may be entered in any court having jurisdiction.

### **15.8 Attorneys' Fees and Costs.**

The parties shall bear their own attorneys' fees and costs in arbitration unless the arbitrator finds that either the substance of the Dispute or the relief sought in the Request was frivolous or was brought for an improper purpose (as measured by the standards set forth in Federal Rule of Civil Procedure 11(b)). If you or Company need to invoke the authority of a court of competent jurisdiction to compel arbitration, then the party that obtains an order compelling arbitration in such action shall have the right to collect from the other party its reasonable costs, necessary disbursements, and reasonable attorneys' fees incurred in securing an order compelling arbitration. The prevailing party in any court action relating to whether either party has satisfied any condition precedent to arbitration, including the Informal Dispute Resolution process, is entitled to recover their reasonable costs, necessary disbursements, and reasonable attorneys' fees and costs.

### **15.9 Batch Arbitration.**

To increase the efficiency of administration and resolution of arbitrations, you and Company agree that in the event that there are one-hundred (100) or more individual Requests of a substantially similar nature filed against Company by or with the assistance of the same law firm, group of law firms, or organizations, within a thirty (30) day period (or as soon as possible thereafter), the AAA shall (1) administer the arbitration demands

in batches of 100 Requests per batch (plus, to the extent there are less than 100 Requests left over after the batching described above, a final batch consisting of the remaining Requests); (2) appoint one arbitrator for each batch; and (3) provide for the resolution of each batch as a single consolidated arbitration with one set of filing and administrative fees due per side per batch, one procedural calendar, one hearing (if any) in a place to be determined by the arbitrator, and one final award ("**Batch Arbitration**").

All parties agree that Requests are of a "substantially similar nature" if they arise out of or relate to the same event or factual scenario and raise the same or similar legal issues and seek the same or similar relief. To the extent the parties disagree on the application of the Batch Arbitration process, the disagreeing party shall advise the AAA, and the AAA shall appoint a sole standing arbitrator to determine the applicability of the Batch Arbitration process ("**Administrative Arbitrator**"). In an effort to expedite resolution of any such dispute by the Administrative Arbitrator, the parties agree the Administrative Arbitrator may set forth such procedures as are necessary to resolve any disputes promptly. The Administrative Arbitrator's fees shall be paid by Company.

You and Company agree to cooperate in good faith with the AAA to implement the Batch Arbitration process including the payment of single filing and administrative fees for batches of Requests, as well as any steps to minimize the time and costs of arbitration, which may include: (1) the appointment of a discovery special master to assist the arbitrator in the resolution of discovery disputes; and (2) the adoption of an expedited calendar of the arbitration proceedings.

This Batch Arbitration provision shall in no way be interpreted as authorizing a class, collective and/or mass arbitration or action of any kind, or arbitration involving joint or consolidated claims under any circumstances, except as expressly set forth in this provision.

### **15.10 30-Day Right to Opt Out.**

You have the right to opt out of the provisions of this Arbitration Agreement by sending written notice of your decision to opt out to [hello@gotgoldie.com](mailto:hello@gotgoldie.com), within thirty (30) days after first becoming subject to this Arbitration Agreement. Your notice must include your name and address, the email address you used to set up your Account (if you have one), and an unequivocal statement that you want to opt out of this Arbitration Agreement. If you opt out of this Arbitration Agreement, all other parts of this Agreement will continue to apply to you. Opting out of this Arbitration Agreement has no effect on any other arbitration agreements that you may currently have, or may enter in the future, with us.

### **15.11 Invalidity, Expiration.**

Except as provided in the section entitled "Waiver of Class or Other Non-Individualized Relief", if any part or parts of this Arbitration Agreement are found under the law to be invalid or unenforceable, then such specific part or parts shall be of no force and effect and shall be severed and the remainder of the Arbitration Agreement shall continue in full force and effect. You further agree that any Dispute that you have with Company as detailed in this Arbitration Agreement must be initiated via arbitration within the applicable statute of limitation for that claim or controversy, or it will be forever time barred. Likewise, you agree that all applicable statutes of limitation will apply to such arbitration in the same manner as those statutes of limitation would apply in the applicable court of competent jurisdiction.

### **15.12 Modification.**

Notwithstanding any provision in this Agreement to the contrary, we agree that if Company makes any future material change to this Arbitration Agreement, we will notify you. Unless you reject the change within thirty (30) days of such change become effective by writing to Company at [hello@gotgoldie.com](mailto:hello@gotgoldie.com) your continued use of the Service, including the acceptance of products and services offered on the Service following the posting of changes to this Arbitration Agreement constitutes your acceptance of any such changes. Changes to this Arbitration Agreement do not provide you with a new opportunity to opt out of the Arbitration Agreement if you have previously agreed to a version of this Agreement and did not validly opt out of arbitration. If you reject any change or update to this Arbitration Agreement, and you were bound by an existing agreement to arbitrate Disputes arising out of or relating in any way to your access to or use of the Service, any communications you receive, any products sold or distributed through the Service or this Agreement, the provisions of this Arbitration Agreement as of the date you first accepted this Agreement (or accepted any subsequent changes to this Agreement) remain in full force and effect. Company will continue to honor any valid opt outs of the Arbitration Agreement that you made to a prior version of this Agreement.

## **16. THIRD-PARTY SERVICE.**

### **16.1. Third Party Service Provider.**

The Company uses Stripe, Inc. and its affiliates as the third party service provider for payment services (e.g., card acceptance, merchant settlement, and related services) (a "**Third Party Service Provider**").

By buying or selling on any portion of the Service, you agree to be bound by Stripe's Privacy Policy (currently accessible at <https://stripe.com/us/privacy>) and its Terms of Service (currently accessible at <https://stripe.com/ssa>) and hereby consent and authorize the Company and Stripe to share any information and payment instructions you provide with one or more Third Party Service Provider(s) to the minimum extent required to complete your transactions.

## **16.2.Third-Party Websites, Applications and Ads.**

The Service may contain links to third-party websites ("**Third-Party Websites**"), applications ("**ThirdParty Applications**") and advertisements for third parties ("**Third-Party Ads**") (collectively, the "Third-Party Services"). When you click on a link to a Third-Party Website, Third-Party Application or ThirdParty Ad, we will not warn you that you have left the Service and you become subject to the terms and conditions (including privacy policies) of another website or destination. Such Third-Party Websites, Third-Party Applications and Third-Party Ads are not under the control of Company. Company is not responsible for any Third-Party Websites, Third-Party Applications or Third-Party Ads. Company provides these Third-Party Websites, Third-Party Applications and Third Party Ads only as a convenience and does not review, approve, monitor, endorse, warrant, or make any representations with respect to Third-Party Websites, Third-Party Applications or Third-Party Ads, or any product or service provided in connection therewith. You use all links in Third-Party Websites, Third-Party Applications and Third-Party Ads at your own risk. When you leave our Service, this Agreement and our policies no longer govern. You should review applicable terms and policies, including privacy and data gathering practices, of any Third-Party Websites, Third-Party Applications, or Third-Party Ads, and make whatever investigation you feel necessary or appropriate before proceeding with any transaction with any third party.

### **16.2.1. Sharing Your Content and Information Through Third-Party Services.**

Company may provide tools through the Service that enable you to export information, including Your Content, to Third-Party Services [, including through features that allow you to link your Account with an SNS account, or through our implementation of third-party buttons (such as "like" or "share" buttons)]. By using one of these tools, you agree that Company may transfer that information to the applicable Third-Party Service. Company is not responsible for any Third-Party Service's use of your exported information.

## **16.3.Professional Licensing and Credentials**

### **16.3.1. License Verification**

Company makes reasonable efforts to verify the professional licenses and credentials of licensed professionals facilitating support groups, but makes no warranties regarding the accuracy, currency, or validity of such credentials. Participants are encouraged to verify professional credentials independently.

### **16.3.2. Professional Standards**

Licensed professionals are expected to maintain their professional ethical standards while facilitating support groups, but their role on the platform is limited to non-clinical support group facilitation. Any concerns about professional conduct should be reported both to Company and to the relevant professional licensing board.

### **16.3.3. Continuing Education and Competency**

Licensed professionals are responsible for maintaining their own professional competency, continuing education, and license requirements. Company does not supervise or oversee the clinical competency of licensed professionals, as they are not providing clinical services through the platform.

## **17. Accessing and Downloading the Application from the Apple App Store.**

The following applies to any App Store Sourced Application accessed through or downloaded from the Apple App Store:

### **17.1**

You acknowledge and agree that (i) this Agreement is concluded between you and Company only, and not Apple, and (ii) Company, not Apple, is solely responsible for the App Store Sourced Application and content thereof. Your use of the App Store Sourced Application must comply with the App Store Terms of Service.

### **17.2**

You acknowledge that Apple has no obligation whatsoever to furnish any maintenance and support services with respect to the App Store Sourced Application.

### **17.3**

In the event of any failure of the App Store Sourced Application to conform to any applicable warranty, you may notify Apple, and Apple will refund the purchase price for the App Store Sourced Application to you and to the maximum extent permitted by applicable law, Apple will have no other warranty obligation whatsoever with respect to the App Store Sourced Application. As between Company and Apple, any other claims, losses, liabilities, damages, costs or expenses attributable to any failure to conform to any warranty will be the sole responsibility of Company.

### **17.4**

You and Company acknowledge that, as between Company and Apple, Apple is not responsible for addressing any claims you have or of any third party relating to the App Store Sourced Application or your possession and use of the App Store Sourced Application, including, but not limited to: (i) product liability claims; (ii) any claim

that the App Store Sourced Application fails to conform to any applicable legal or regulatory requirement; and (iii) claims arising under consumer protection or similar legislation.

## **17.5**

You and Company acknowledge that, in the event of any third-party claim that the App Store Sourced Application or your possession and use of that App Store Sourced Application infringes that third party's intellectual property rights, as between Company and Apple, Company, not Apple, will be solely responsible for the investigation, defense, settlement and discharge of any such intellectual property infringement claim to the extent required by this Agreement.

## **17.6**

You and Company acknowledge and agree that Apple, and Apple's subsidiaries, are third-party beneficiaries of this Agreement as related to your license of the App Store Sourced Application, and that, upon your acceptance of the terms and conditions of this Agreement, Apple will have the right (and will be deemed to have accepted the right) to enforce this Agreement as related to your license of the App Store Sourced Application against you as a third-party beneficiary thereof.

## **17.7**

Without limiting any other terms of this Agreement, you must comply with all applicable third-party terms of agreement when using the App Store Sourced Application.

# **18.GENERAL PROVISIONS.**

## **18.1. Electronic Communications.**

The communications between you and Company may take place via electronic means, whether you visit the Service or send Company e-mails, or whether Company posts notices on the Service or communicates with you via e-mail. For contractual purposes, you (a) consent to receive communications from Company in an electronic form; and (b) agree that all terms and conditions, agreements, notices, disclosures, and other communications that Company electronically provides to you satisfy any legal requirement that such communications would satisfy if it were to be in writing. The foregoing does not affect your statutory rights, including but not limited to the Electronic Signatures in Global and National Commerce Act at 15 U.S.C. §7001 et seq. ("E-Sign").

## **18.2. Assignment.**

The Agreement, and your rights and obligations hereunder, may not be assigned, subcontracted, delegated or otherwise transferred by you without Company's prior written consent, and any attempted assignment, subcontract, delegation, or transfer in violation of the foregoing will be null and void.

### **18.3. Force Majeure.**

Company shall not be liable for any delay or failure to perform resulting from causes outside its reasonable control, including, but not limited to, acts of God, war, terrorism, riots, embargos, acts of civil or military authorities, fire, floods, accidents, strikes or shortages of transportation facilities, fuel, energy, labor or materials.

### **18.4. Questions, Complaints, Claims.**

If you have any questions, complaints or claims with respect to the Service, please contact us at: [hello@gotgoldie.com](mailto:hello@gotgoldie.com). We will do our best to address your concerns. If you feel that your concerns have been addressed incompletely, we invite you to let us know for further investigation.

### **18.5. Agreement Updates.**

THIS Agreement IS subject to change by Company in its sole discretion at any time. When changes are made, Company will make a new copy of this Terms of Use and/or Supplemental Terms, as applicable, available on the Service. We will also update the "Last Updated" date at the top of this Agreement. If we make any material changes, and you have registered an Account with us, we will also send an email to you at the last e-mail address you provided to us pursuant to this Agreement. Unless otherwise stated in such update, any changes to this Agreement will be effective immediately for users without the Account and will be effective thirty (30) days after posting notice of such changes on the Service for users who have an Account, provided that any material changes shall be effective for users who have an Account upon the earlier of thirty (30) days after notice of such changes were posted on the Service or thirty (30) days after dispatch of an e-mail notice of such changes to the user. Company may require you to provide consent to the updated Agreement in a specified manner before further use of the Service is permitted. IF YOU DO NOT AGREE TO ANY CHANGE(S) AFTER RECEIVING A NOTICE OF SUCH CHANGE(S), YOU SHALL STOP USING THE SERVICE. OTHERWISE, YOUR CONTINUED USE OF THE SERVICE CONSTITUTES YOUR ACCEPTANCE OF SUCH CHANGE(S). PLEASE REGULARLY CHECK THE SERVICE TO VIEW THE THEN-CURRENT TERMS.

### **18.6. Exclusive Venue.**

To the extent the parties are permitted under this Agreement to initiate litigation in a court, both you and Company agree that all claims and disputes arising out of or relating to this Agreement will be litigated exclusively in the state or federal courts located in Delaware.

#### **18.7. Governing Law.**

THIS AGREEMENT and any action related thereto will be governed and interpreted by and under the laws of the State of DELAWARE, consistent with the Federal Arbitration Act, without giving effect to any principles that provide for the application of the law of another jurisdiction. The United Nations Convention on Contracts for the International Sale of Goods does not apply to the AGREEMENT.

#### **18.8. Choice of Language.**

It is the express wish of the parties that this Agreement and all related documents have been drawn up in English.

#### **18.9. Notice.**

Where Company requires that you provide an e-mail address, you are responsible for providing Company with your most current e-mail address. In the event that the last e-mail address you provided to Company is not valid, or for any reason is not capable of delivering to you any notices required/ permitted by this Agreement, Company's dispatch of the e-mail containing such notice will nonetheless constitute effective notice. You may give notice to Company at the following address: 525 Buena Vista Ave W, San Francisco, CA 94117. Such notice shall be deemed given when received by Company by letter delivered by nationally recognized overnight delivery service or first class postage prepaid mail at the above address.

#### **18.10. Waiver.**

Any waiver or failure to enforce any provision of this Agreement on one occasion will not be deemed a waiver of any other provision or of such provision on any other occasion.

#### **18.11. Severability.**

If any portion of this Agreement is held invalid or unenforceable, that portion shall be construed in a manner to reflect, as nearly as possible, the original intention of the parties, and the remaining portions shall remain in full force and effect.

#### **18.12. Export Control.**



You may not use, export, import, or transfer the Service except as authorized by U.S. law, the laws of the jurisdiction in which you obtained the Service, and any other applicable laws. In particular, but without limitation, the Service may not be exported or re-exported (a) into any United States embargoed countries, or (b) to anyone on the U.S. Treasury Department's list of Specially Designated Nationals or the U.S. Department of Commerce's Denied Person's List or Entity List. By using the Service, you 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. You also will not use the Service for any purpose prohibited by U.S. law, including the development, design, manufacture or production of missiles, nuclear, chemical or biological weapons. You acknowledge and agree that products, services or technology provided by Company are subject to the export control laws and regulations of the United States. You shall comply with these laws and regulations and shall not, without prior U.S. government authorization, export, re-export, or transfer Company products, services or technology, either directly or indirectly, to any country in violation of such laws and regulations.

#### **18.13.Consumer Complaints.**

In accordance with California Civil Code §1789.3, you may report complaints to the Complaint Assistance Unit of the Division of Consumer Service of the California Department of Consumer Affairs by contacting them in writing at 1625 North Market Blvd., Suite N 112, Sacramento, CA 95834, or by telephone at (800) 952-5210.

#### **18.14.Entire Agreement.**

The Agreement is the final, complete and exclusive agreement of the parties with respect to the subject matter hereof and supersedes and merges all prior discussions between the parties with respect to such subject matter.

*End of Agreement*