

STRESSPAL TERMS OF SERVICE

WELCOME, and thank you for choosing STRESSPAL®. We look forward to providing you with great tools and training for navigating the unique challenges of high-performance workplace stress!

These Terms of Service (the "**Terms of Service**" / "**TOS**" / "**Agreement**") govern the use of our website stresspal.com and all Services provided through it (the "**Website**"), which is owned and operated by StressPal, Inc, a Delaware corporation ("**StressPal**", "**we**" / "**us**" / "**our**"). These Terms of Service, together with any documents they expressly incorporate by reference, are a legally binding agreement governing our relationship with all Users and visitors of the Website and their use of any Content, functionality and services offered by StressPal. As this is a legally binding document, we ask that you please read it carefully and in full, and that if you do not consent to any of the provisions provided herein, that you please refrain from using our Website and any of the Services offered through it.

By using the Website and/or the Services, and via your click-through consent for the same, you accept and agree to abide by these Terms of Service and our Privacy Policy available at <https://StressPal.com> which is incorporated herein by reference.

I. Who We Are and What We Do

WHAT WE ARE: StressPal is a web-based platform, which delivers a variety of tools and programs to assist professional service providers with the development and implementation of practices for managing workplace stress at a variety of levels. Via the Services available on and through our Website, we deliver a robust suite of online educational training programs targeting flexibility, resilience and stress relief with evidence-based strategies and self-care exercises. These tools and programs are geared towards providing a variety of benefits in workplace environments ranging from system-wide practices to individualized goals with an emphasis on effective management and mitigation of stress and burnout in high-performance settings.

WHAT WE ARE NOT: StressPal is not a healthcare provider and does not offer medical, psychiatric, psychological advice, diagnosis or treatment of any kind nor otherwise practice in the healing arts or any form of activity for which professional licensure is required under the California Business and Professions Code. Nothing contained in these Terms of Service or provided through or by this Website, StressPal, the Services, or otherwise, is intended to constitute professional advice for medical, psychiatric or psychological diagnosis, advice or treatment. No part or portion of this Website, StressPal or the Services is a medical program and no aspect of any of the foregoing is intended for the diagnosis, advice regarding or treatment of any medical, psychiatric or psychological condition.

If you suspect that you may have a medical, psychiatric or psychological condition, or are accessing this Website or seeking to the Services for any purpose related to the diagnosis, advice upon or treatment of a medical, psychiatric or psychological condition, PLEASE DO NOT DO SO. Instead, please promptly consult your physician or other licensed healthcare provider. If you think you have any side effects or feel unwell from using our Services, please immediately notify us, stop using our Services and seek appropriate medical assistance.

By using and accepting these Terms of Service, you expressly agree that you have read and understood this disclaimer and that you will not, under any circumstances rely on or hold StressPal out as a source of medical, psychiatric or psychological advice, diagnosis or treatment of any kind, at any time, and you expressly agree and understand that our Services do not purport to replace professional medical services or any practice of any of the healing arts for which associated license is required.

No aspect of this Website or the Services is intended in any fashion to be utilized in compliance with the Health Insurance Portability and Accountability Act ("HIPAA") nor is any claim of HIPAA certification made. We do not collect nor utilize personal health information ("PHI") or individually identifiable information and by accessing our Website and Services, you agree that you will not submit any of the same to us, with the exception

of information which you may wish to volunteer about yourself without restriction. StressPal is not a Covered Entity nor a Business Associate within the meaning of HIPAA.

II. Definitions

"Content" means any material, existing or having existed on our Website or delivered through our Services in any fashion consistent with these TOS from any origin and in any form whether digital, electronic, posted, deleted, archived, embedded, linked or contained in any subpage of our Website or existing as data, designs, text, images, graphics, video recording, or code whether object, source or otherwise, and without limitation may generally be considered material which we have provided on or as part of our Website or which Users have provided, posted or uploaded to it.

"Services" means all programs, resources, tools, and usable Content provided through our Website, including StressPal's educational workplace training programs for psychological resilience and stress management.

"Subscriber" means any party or parties purchasing a subscription to Services provided by StressPal, including as provided and otherwise available through our Website, whether said party is a business entity (including but not limited to hospital, clinic, management services organization, physician group, health plan, etc.), or an individual.

"User" shall include any and all Subscribers and any person or party using any of the Services or accessing any of the Content and shall also mean any enrollee in StressPal's training programs, whether directly enrolled or through any sort of group or entity-based subscription plan or package.

III. Minimum age requirement

Our Services are not intended for individuals who are under eighteen [18] years old. If you are under 18, you shall not use the Website nor our Services and we will not be responsible for your use of the Website and the Services. Further, any party allowing any person who is under the age of 18 to utilize this Website or the Services shall be in material breach of these TOS and may, without limitation, have any associated subscription or other license which they hold for accessing and using our Website and Services, immediately revoked.

IV. Subscriptions

Subscriptions to the StressPal Services are available through our Website on both a package and individual purchase basis. Package-based subscriptions are geared towards business-entity use and accessibility for, and training and education of, workplace professionals and staff. Individual subscriptions are geared towards ala-carte interests of individual purchasing Users. Subscriptions may be purchased on a class-by-class, tool-by-tool, or resource-by-resource basis, as well as upon the basis of various packages, as may be offered on our Website from time to time. In most cases, subscription packages will consist of Services and Content as predetermined by StressPal, but in certain cases, on inquiry and at StressPal's sole discretion, customized packages may also be available. On inquiry, customized packages branded to the Subscriber may be available.

Unless specifically provided for otherwise in a signed writing by an authorized officer of StressPal, any and all subscriptions shall constitute of single-year (from the date of purchase), non-exclusive, revocable, non-sublicensable, licenses to access and use the Services and Content made available through such purchased Subscription, as will be stated in the scope description of the subscription at the time of purchase, subject to all rights, restrictions and terms stated herein, including the absolute right of StressPal to provide equivalent substitute Services as commercial practicability may require.

Except as otherwise specifically discussed herein, no purchased Subscriptions shall be sublicensable or resellable in any fashion. On purchase, all Subscriptions shall be subject to and monitored through applicable access keys.

General terms for subscription pricing are discussed below; specific pricing terms and scope of Services subscribed to, may be set by StressPal at the time of purchase by the concerned Subscriber. In addition to the general fee terms for subscriptions as discussed below, the following shall apply:

Entity Subscriptions: Subscriptions purchased by entities shall generally be package-based subscriptions. These subscriptions shall be purchasable by business entities for those entities to allow their workforce, agents, or permitted Users the opportunity to take advantage of the Services offered and available through such purchased subscription package. These subscription packages may include, but are not necessarily limited to, a specified number of attendee spots in one or more educational or training courses, workshops, or webinars, as well as training or educational tools and resources that may then be made accessible by the paying Subscriber to its workforce, agents and authorized Users, subject to all applicable terms and limitations. The scope, nature and specific fee of and for any given subscription package will be set by StressPal at the time of purchase.

In the case of subscription packages purchased by business entities, StressPal shall allow said entities to set their own usage and access criteria for those entities' workforces, agents or other authorized Users, subject to all limitations under the applicable subscription license including time of permitted use, and key-access restrictions regarding course attendance or tool/resource usage. In the discretion of such purchasing business entities, it shall not be a presumptive violation of this Agreement for such entity to charge its own internal fees to workforce, agents or authorized Users for class attendance or resource access. The foregoing stated, in no case shall any Subscriber be allowed to resell the actual subscription itself to any party or person, nor may any subscription or provided Service by sublicensed for any form of resale at any time. Furthermore, no subscription nor any of the Services provided by or made available through our Website is intended, nor allowed, in any fashion, to be made part of an employee compensation package, wage, wage-substitute, guaranteed bonus, benefit, or service-exchange, nor any insurance plan of any kind (including any workers' compensation program or program requiring insurance reimbursement), insurance offering, or proscribed medical treatment plan of any kind.

All business entity Subscribers represent and warrant that they shall ensure that any and all parties utilizing any of the Services by virtue of their subscription shall be familiar with all terms of governing access to and use of the same, including these TOS, and shall assume complete responsibility and liability for any breach of any provision of this Agreement or any other term governing said access to and use of the Services, by any such party, including with full rights of indemnification in favor of StressPal.

All purchases for business entity subscriptions are intended as B2B sales and may be executed directly through our Website, subject to all terms of use and service of our payment processors (presently STRIPE). For privacy reasons, we require a new user profile for each end user. To ensure the end user's privacy, from time to time, Entity Subscribers may request a license transfer for one or more of its individual end user licenses if the end user is no longer with the Entity Subscriber's organization. The transferee(s) will be issued a new username(s) and access code(s) which will be valid for the remainder of the subscription period.

The subscription period begins on the effective date of the purchase order, or on the date of the first license activation, whichever is the latter, ("Activation Date"). For clarity, the subscription period starts on the Activation Date, not the date when an individual end user activates their account. At the end of the subscription period StressPal will grant a 30 day grace period for end users to complete their course work.

Individual Subscriptions: Subscriptions for specific Services, including specific educational classes, workshops and webinars and associated resources and tools shall be available for purchase by individual Users either for themselves or with access to the same being directed for issuance at the time of purchase to a specified User.

All individual Subscribers represent and warrant that they shall ensure that any and all parties utilizing any of the Services by virtue of their subscription shall be familiar with all terms of governing access to and use of the same, including these TOS, and shall assume complete responsibility and liability for any breach of any

provision of this Agreement or any other term governing said access to and use of the Services, by any such party, including with full rights of indemnification in favor of StressPal.

All purchases for individual User subscriptions are intended as B2C sales and may be executed through the StressPal Braintree website, which shall be accessible through our Website, and as subject to all terms of use and service of the same.

V. User Accounts

5.1. **Accounts**. Following the subscription to the Services, all Users will be prompted to confirm their accounts with us and to provide certain registration details. It is a condition for the use of our Services that all the information provided by Users upon confirmation of the concerned accounts must be correct, current and complete. All personal information provided by the Users shall be governed by our Privacy Policy.

5.2. **Security of Username and Password**. Users must treat their Username, password and other personal account information confidential, and must not disclose them to any other person or entity. Users agree to notify StressPal immediately of any unauthorized access to or use of their Username or password or any other breach of security.

5.3. **Account Termination**. We reserve the right to terminate/suspend any User account if we consider doing so necessary, for any reason or no reason, without limitation, including by way of any violation of these Terms of Service or any other agreement between StressPal and a User, or the order/request of any regulatory, investigatory, law enforcement, government or judicial agency/entity. You agree to release us now and forever from any and all liability incurred by you as a result of our termination/suspension of your account and that you shall indemnify, defend and otherwise hold us harmless for any liability, claims, damages, liens, penalties, fines or fees (including attorney's fees and/or accounting fees) which we incur or are brought against us by any party as a result, either directly or indirectly of our decision to terminate your account or that of any other.

VI. Right to Amend

6.1. **Right to Amend the Website and Services**. We reserve the right to amend the Website and the Services, and any feature, functionality or material that we provide through the Website and the Services, at our sole discretion. We will not be liable if for any reason our Website or Services are unavailable in whole or in part at any time or for any period. From time to time, we may restrict access to some parts of the Website and/or Services, or all of them.

6.2. **Right to Disable Username and Password**. We have the right to disable any Username, password or other identifier, whether chosen by you or provided by us, at any time if, in our opinion, you have violated any provision of these Terms of Service.

VII. Intellectual Property Rights.

7.1. **Intellectual Property Rights Ownership**. The Services, the Website and their entire Contents, features and functionality (including but not limited to all information, training program materials, software, text, displays, images, video and audio, and the design, selection and arrangement thereof), are owned by StressPal, its licensors or other providers of such material and are protected by United States and international copyright, trademark, patent, trade secret and other intellectual property or proprietary rights laws.

7.2. **License to Use**. Subject to the above-described subscription license(s), these Terms of Service permit Subscribers and Users to use the Services and the Website, including all materials available on the Website, for educational, non-promotional, non-commercial use only. Subscribers and Users must not reproduce, distribute, modify, create derivative works of, publicly display, publicly perform, republish, , store or transmit any of the materials provided through our Services and/or available on our Website, except as specifically described in these TOS with respect to permitted uses and functions. Additionally, Subscribers and Users shall

not delete or alter any copyright, trademark or other proprietary rights notices from copies of materials provided or distributed by StressPal.

VIII. Trademarks

The name 'StressPal' ® is a registered trademark of StressPal, Inc. and all related names, logos, product and service names, designs and slogans are owned by StressPal. You must not use such marks without our prior written consent. All other names, logos, product and service names, designs and slogans on this Website are the trademarks of their respective owners.

IX. Prohibited Uses

You may use our Services and Website only for lawful purposes and in accordance with these Terms of Service. You agree not to use our Services:

- (a) in any way that violates any applicable federal, state, local or international law or regulation;
- (b) for the purpose of exploiting, harming or attempting to exploit or harm minors in any way;
- (c) to stalk, abuse, use profanity, send sexually explicit communication, threaten, intimidate, act in a rude, vulgar, sexist, or derogatory manner, defame, insult, make racially offensive statements, or otherwise harass any User or other individual;
- (d) to send, knowingly receive, upload, download on the Website, use or re-use any material which does not comply with the Content Standards set out in these Terms of Service;
- (e) to transmit, or procure the sending of, any advertising or promotional material without our prior written consent, including any “junk mail”, “chain letter” or “spam” or any other similar solicitation;
- (f) to impersonate or attempt to impersonate StressPal, another User or any other person or entity (including, without limitation, by using e-mail addresses associated with any of the foregoing);
- (g) to engage in any other conduct that restricts or inhibits anyone’s use or enjoyment of our Services and Website or which may harm StressPal or our Users or expose them to liability;
- (h) to solicit other Users into engaging into an illegal and unlawful activities and not to conspire with other Users into soliciting or committing such activities;
- (i) in any manner that could disable, overburden, damage, or impair the Website or interfere with any other party’s use of the Services;
- (j) by use of any robot, spider or other automatic device, process or means granting access the Services and the Website;
- (k) by use any manual process to monitor or copy any of the material on the Website or for any other unauthorized purpose without our prior written consent;
- (l) by way of any device, software or routine that interferes with the proper working of the Services and the Website;
- (m) to introduce any viruses, trojan horses, worms, logic bombs or other material which is malicious or technologically harmful;
- (n) to attempt to gain unauthorized access to, interfere with, damage or disrupt any parts of the Website or any server, computer or database connected to the Website;

(o) to attack the Website via a denial-of-service attack or a distributed denial-of-service attack or otherwise attempt to interfere with the proper working of the Website;

(p) to modify, adapt, sublicense, translate, sell, reverse engineer, decipher, decompile or otherwise disassemble any portion of the Website, our training materials, and other proprietary information provided along with the Services or the Website, or cause others to do so.

X. User Contributions

10.1. **User Contributions Defined.** The Website may contain, personal web pages or profiles, forums, bulletin boards, and other interactive features that allow Users to post, submit, publish, display or transmit to other Users or to StressPal Content or materials (collectively, "**User Contributions**") on or through the Website. All User Contributions must comply with the Content Standards set out in these Terms of Service.

10.2. **License to User Contribution.** Subject to our Privacy Policy terms and any relevant restrictions regarding PHI, any User Contribution you post to the Website will be considered non-confidential and non-proprietary. By providing any User Contribution on the Website, you grant us and our affiliates and service providers, and each of their and our respective licensees, successors and assigns the exclusive, unlimited, transferable, sub-licensable worldwide right to use, reproduce, modify, perform, display, distribute and otherwise disclose to third parties any such material for any purpose/according to your account settings.

10.3. **User Representation and Warranties.** You represent and warrant that:

(a) You own or control all rights in and to the User Contributions and have the right to grant the license granted above to us and our affiliates and service providers, and each of their and our respective licensees, successors and assigns.

(b) All of your User Contributions do and will comply with these Terms of Service. You understand and acknowledge that you are responsible for any User Contributions you submit or contribute, and you, not StressPal have full responsibility for such Content, including its legality, reliability, accuracy and appropriateness.

(c) That you will not provide your account details and log-in information to third parties and that you will not log into the Website through another User's account.

10.4. **Not Liable for User Contributions.** We are not responsible, or liable to any third party, for the Content or accuracy of any User Contributions submitted or posted by Users.

XI. Monitoring and Enforcement; Termination

11.1. **Enforcement.** We have the right to:

(a) remove any User Contributions for any reason in our sole discretion;

(b) take any action with respect to any User Contribution that we deem necessary or appropriate in our sole discretion, including if we believe that such User Contribution violates the Terms of Service, infringes any intellectual property right, right of publicity or other right of any person or entity, threatens the personal safety of Users of the Website or the public or could create liability for StressPal;

(b) 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;

(c) take appropriate legal action, including without limitation, referral to law enforcement, for any illegal

or unauthorized use of the Services and the Website;

(d) terminate or suspend your access to all or part of the Website or your Subscription to the Services for any or no reason, including without limitation, any violation of these Terms of Service;

(e) without limiting the foregoing, we have the right to fully cooperate with any law enforcement authorities or court order requesting or directing us to disclose the identity or other information of anyone posting any materials on or through the Website. YOU WAIVE AND HOLD HARMLESS STRESSPAL AND ITS AFFILIATES, LICENSEES AND SERVICE PROVIDERS FROM ANY CLAIMS RESULTING FROM ANY ACTION TAKEN BY STRESSPAL/ANY OF THE FOREGOING PARTIES DURING OR AS A RESULT OF ITS INVESTIGATIONS AND FROM ANY ACTIONS TAKEN AS A CONSEQUENCE OF INVESTIGATIONS BY EITHER STRESSPAL/SUCH PARTIES OR LAW ENFORCEMENT AUTHORITIES.

11.2. **No Liability and General Liability Limitation.** We do not undertake to review the material before it is posted on the Website and cannot ensure prompt removal of objectionable material after it has been posted. Accordingly, we assume no liability for any action or inaction regarding transmissions, communications or Content provided by any User or third party. We have no liability or responsibility to anyone for performance or nonperformance of the activities described in this section.

Furthermore, with respect to any and all claims arising by virtue of our relationship with you, arising out of or in relation to your accessing or use of this Website and any of our Services, our liability, in any and all cases, shall be limited in the aggregate and shall never exceed the total amount of subscription fees paid by you during or for the twelve-month period immediately following (or in the case of an initial subscription—encompassing) the time at which any such claim(s) accrued.

XII. Content Standards

12.1. **Content Standards.** The Content standards specified herein apply to any and all User Contributions. They must in their entirety comply with all applicable federal, state, local and international laws and regulations. Without limiting the foregoing, User Contributions must not:

(a) contain any material which is defamatory, obscene, indecent, abusive, offensive, harassing, violent, hateful, inflammatory or otherwise objectionable;

(b) promote sexually explicit or pornographic material, violence, or discrimination based on race, sex, religion, nationality, disability, sexual orientation or age;

(c) infringe any patent, trademark, trade secret, copyright or other intellectual property or other rights of any other person;

(d) violate the legal rights (including the rights of publicity and privacy) of others or contain any material that could give rise to any civil or criminal liability under applicable laws or regulations or that otherwise may be in conflict with these Terms of Service and our Privacy Policy;

(e) be likely to deceive any person;

(f) promote any illegal activity, or advocate, promote or assist any unlawful act;

(g) cause annoyance, inconvenience or needless anxiety or be likely to upset, embarrass, alarm or annoy any other person;

(h) impersonate any person, or misrepresent your identity or affiliation with any person or organization;

(i) involve commercial activities or sales, such as contests, sweepstakes and other sales promotions, barter or advertising;

(j) give the impression that they emanate from or are endorsed by us or any other person or entity, if this is not the case.

12.2. **Content not meeting the standards.** Any Content not meeting the above standards will be promptly removed according to Sec. XI.

XIII. Linking to the Website.

13.1. **Linking to Website.** You may link to our Website, provided you do so in a way that is fair and legal and does not damage our reputation or take advantage of it, but you must not establish a link in such a way as to suggest any form of association, approval or endorsement on our part without our express written consent.

13.2. **Unauthorized Framing or Linking.** You agree to cooperate with us in causing any unauthorized framing or linking immediately to cease. We reserve the right to withdraw linking permission without notice. We may disable all or any social media features and any links at any time without notice in our discretion.

13.3. **Linking from the Website.** We do not take responsibility and do not endorse any third-party websites, services and Content available on or linked to by the Website.

XIV. Subscription Fees and Management

14.1. Paid Subscription.

(a) Unless otherwise indicated by us in writing at the time of purchase, all subscriptions are issued on a yearly-access basis and shall automatically renew for additional paid one year periods, unless and until you cancel your subscription or it is otherwise terminated. In the case of cancellation, you will be charged for the remaining period on your present subscription, whether initial or renewal (see below). You must provide us with a current, valid, accepted method of payment (as such may be updated from time to time, the "**Payment Method**") at the time of purchase to use our Services. Currently all payments for entity subscription packages made through the Website are processed through STRIPE. We reserve the right to change the processing method without notice. All payments by individual Subscribers are made through MyQuest and will be processed by Braintree.

(b) We reserve the right to offer different subscription plans, including special promotional plans or subscriptions with differing conditions and limitations. Any materially different terms from those described in these Terms of Service will be disclosed at your sign-up or in other communications made available to you. We reserve the right to modify, terminate or otherwise amend our offered subscription plans upon notice.

(c) All subscription fees are exclusive of all applicable government, state, provincial, municipal or other taxes which you agree to pay based on where the you are primarily domiciled. In addition to any fees charged by StressPal, you may still incur charges incidental to using our Services, such as charges for Internet access, bank charges, etc.

14.2. Payment processing.

(a) Upon subscribing to our Services and providing a Payment Method, you authorize StressPal and/or

MyQuest, as applicable, to charge you a recurring subscription fee or a one-time fee at the then current rate, and any other charges you may incur in connection with your use of our Services.

(b) The subscription fee for our Services will be billed at the beginning of the paying portion of your subscription and each month or year thereafter, as applicable, unless and until you cancel your subscription. Subscription fees are fully earned upon payment. We reserve the right to change the timing of our billing at any time.

14.3. **Cancellation.** You may cancel your subscription to our Services at any time, and you will continue to have access to the services through the end of your billing period. WE DO NOT PROVIDE REFUNDS OR CREDITS FOR ANY PARTIAL MEMBERSHIP PERIODS. If you cancel your subscription, your account will automatically close at the end of your current billing period. The foregoing stated, in certain cases, if a subscription package is purchased by a business entity and prior to any accessing or use of the Services by any User as a result of the same, such business entity wishes to cancel or reduce the scope their purchased package, a written request may be submitted to training@StressPal.com and, at our sole discretion, without any obligation whatsoever, we may consider and issue a partial refund, scope adjustment and/or Service credit. **In any case, no such refund request will be available or considered for any request that is submitted later than 72 hours after the concerned subscription purchase by the requesting party.**

14.4. **Taxes.** You are responsible for paying all taxes associated with the subscription to the Services. Any and all payments by or on account of the subscription fee(s) payable to us shall be made free and clear of and without deduction or withholding for any taxes. If you are required to deduct or withhold any taxes from such payments, then the sum payable shall be increased as necessary so that, after making all required deductions or withholdings, we receive an amount equal to the sum we would have received had no such deduction or withholding been made.

XV. Copyright Infringement.

We take claims of copyright infringement seriously. We will respond to notices of alleged copyright infringement that comply with applicable law. If you believe any materials accessible on or from the Website infringe your copyright, you may request removal of those materials (or access thereto) from the Website by submitting written notification to our Copyright Agent (designated below), which must include substantially the following:

- (a) Your physical or electronic signature.
- (b) Identification of the copyrighted work you believe to have been infringed or, if the claim involves multiple works on the Website, a representative list of such works.
- (c) Identification of the material you believe to be infringing in a sufficiently precise manner to allow us to locate that material.
- (d) Adequate information by which we can contact you (including your name, postal address, telephone number and, if available, e-mail address).
- (e) A statement that you have a good faith belief that use of the copyrighted material is not authorized by the copyright owner, its agent or the law.
- (f) A statement that the information in the written notice is accurate.
- (g) A statement, under penalty of perjury, that you are authorized to act on behalf of the copyright

owner.

Our designated Copyright Agent to receive such written notifications is:

Eric Milliken
Sutter Law, PC
61G Avenida de Orinda
Orinda, CA 94563
eric@sutterlegal.com

XVI. Disclaimer of Warranties.

16.1. **No Liability for Technologically Harmful Material.** You understand that we cannot and do not guarantee or warrant that files available for downloading from the internet or the Website will be free of viruses or other destructive code. You are responsible for implementing sufficient procedures and checkpoints to satisfy your particular requirements for anti-virus protection and accuracy of data input and output, and for maintaining a means external to our site for any reconstruction of any lost data. WE WILL NOT BE LIABLE FOR ANY LOSS OR DAMAGE CAUSED BY A DISTRIBUTED DENIAL-OF-SERVICE ATTACK, VIRUSES OR OTHER TECHNOLOGICALLY HARMFUL MATERIAL THAT MAY INFECT YOUR COMPUTER EQUIPMENT, COMPUTER PROGRAMS, DATA OR OTHER PROPRIETARY MATERIAL DUE TO YOUR USE OF THE SERVICES AND THE WEBSITE OR ANY SERVICES OR ITEMS OBTAINED THROUGH THE WEBSITE OR TO YOUR DOWNLOADING OF ANY MATERIAL POSTED ON IT, OR ON ANY WEBSITE LINKED TO IT.

16.2. **Disclaimer of Warranties.** YOUR USE OF THE WEBSITE, ITS CONTENT AND ANY SERVICES OR ITEMS OBTAINED THROUGH THE WEBSITE IS AT YOUR OWN RISK. THE WEBSITE, ITS CONTENT AND ANY SERVICES OR ITEMS OBTAINED THROUGH THE WEBSITE ARE PROVIDED ON AN "AS IS" AND "AS AVAILABLE" BASIS, WITHOUT ANY WARRANTIES OF ANY KIND, EITHER EXPRESS OR IMPLIED. NEITHER STRESSPAL NOR ANY PERSON ASSOCIATED WITH STRESSPAL MAKES ANY WARRANTY OR REPRESENTATION WITH RESPECT TO THE COMPLETENESS, SECURITY, RELIABILITY, QUALITY, ACCURACY OR AVAILABILITY OF THE WEBSITE. WITHOUT LIMITING THE FOREGOING, NEITHER STRESSPAL NOR ANYONE ASSOCIATED WITH STRESSPAL REPRESENTS OR WARRANTS THAT THE WEBSITE, ITS CONTENT OR ANY SERVICES OR ITEMS OBTAINED THROUGH THE WEBSITE WILL BE ACCURATE, RELIABLE, ERROR-FREE OR UNINTERRUPTED, THAT DEFECTS WILL BE CORRECTED, THAT OUR WEBSITE OR THE SERVER THAT MAKES IT AVAILABLE ARE FREE OF VIRUSES OR OTHER HARMFUL COMPONENTS OR THAT THE WEBSITE OR ANY SERVICES OR ITEMS OBTAINED THROUGH THE WEBSITE WILL OTHERWISE MEET YOUR NEEDS OR EXPECTATIONS.

STRESSPAL HEREBY DISCLAIMS ALL WARRANTIES OF ANY KIND, WHETHER EXPRESS OR IMPLIED, STATUTORY OR OTHERWISE, INCLUDING BUT NOT LIMITED TO ANY WARRANTIES OF MERCHANTABILITY, NON-INFRINGEMENT AND FITNESS FOR PARTICULAR PURPOSE.

THE FOREGOING DOES NOT AFFECT ANY WARRANTIES WHICH CANNOT BE EXCLUDED OR LIMITED UNDER APPLICABLE LAW.

XVII. Additional Limitation of Liability.

IN NO EVENT WILL STRESSPAL, ITS AFFILIATES OR THEIR LICENSORS, SERVICE PROVIDERS, EMPLOYEES, AGENTS, OFFICERS OR DIRECTORS BE LIABLE FOR DAMAGES OF ANY KIND, UNDER ANY LEGAL THEORY, ARISING OUT OF OR IN CONNECTION WITH YOUR

USE, OR INABILITY TO USE, THE WEBSITE, ANY CONTENT ON THE WEBSITE OR ANY SERVICES OR ITEMS OBTAINED THROUGH THE WEBSITE, INCLUDING ANY DIRECT, INDIRECT, SPECIAL, INCIDENTAL, CONSEQUENTIAL OR PUNITIVE DAMAGES, INCLUDING BUT NOT LIMITED TO, PERSONAL INJURY, PAIN AND SUFFERING, EMOTIONAL DISTRESS, LOSS OF REVENUE, LOSS OF PROFITS, LOSS OF BUSINESS OR ANTICIPATED SAVINGS, LOSS OF USE, LOSS OF GOODWILL, LOSS OF DATA, AND WHETHER CAUSED BY TORT (INCLUDING NEGLIGENCE), BREACH OF CONTRACT OR OTHERWISE, EVEN IF FORESEEABLE.

THE FOREGOING DOES NOT AFFECT ANY LIABILITY WHICH CANNOT BE EXCLUDED OR LIMITED UNDER APPLICABLE LAW.

XVIII. Indemnification.

You agree to defend, indemnify and hold harmless StressPal, its affiliates, licensors and service providers, and its and their respective officers, directors, employees, contractors, agents, licensors, suppliers, successors and assigns from and against any claims, liabilities, damages, judgments, awards, losses, costs, expenses or fees (including reasonable attorneys' fees) arising out of or relating to your violation of these Terms of Service or your use of the Website, including, but not limited to, your User Contributions, any use of the Website's Content, services and products other than as expressly authorized in these Terms of Service or your use of any information obtained from the Website. Every term of these TOS are deemed to be material and you expressly agree that any violation of any provision of this Agreement by or allowed/caused by you, shall constitute a material breach.

XIX. Miscellaneous.

19.1. **Governing Law and Jurisdiction.** All matters relating to the Services and the Website and these Terms of Service and any dispute or claim arising therefrom or related thereto (in each case, including non-contractual disputes or claims), shall be governed by and construed in accordance with the internal laws of the State of California without giving effect to any choice or conflict of law provision or rule (whether of the State of California or any other jurisdiction).

Any legal suit, action or proceeding arising out of, or related to, these Terms of Service shall be instituted exclusively in the federal courts of the United States or the courts of the State of California although we retain the right to bring any suit, action or proceeding against you for breach of these Terms of Service in your country of residence or any other relevant country. The forum for resolution of any such dispute shall be the State and Federal Courts of the City and County of San Francisco and/or the Northern District of California. You waive any and all objections to the exercise of jurisdiction over you by such courts and to venue in such courts, including on the basis of inconvenient forum.

19.2. **Waiver and Severability.** No waiver by StressPal of any term or condition set forth in these Terms of Service shall be deemed a further or continuing waiver of such term or condition or a waiver of any other term or condition, and any failure of StressPal to assert a right or provision under these Terms of Service shall not constitute a waiver of such right or provision.

If any provision of these Terms of Service is held by a court or other tribunal of competent jurisdiction to be invalid, illegal or unenforceable for any reason, such provision shall be eliminated or limited to the minimum extent such that the remaining provisions of the Terms of Service will continue in full force and effect.

19.3. **Entire Agreement.** The Terms of Service and our Privacy Policy constitute the sole and entire agreement between you and StressPal with respect to the Website and supersede all prior and contemporaneous understandings, agreements, representations and warranties, both written and oral, with respect to the Website.

19.4. **Amendments.** Please note that we reserve the right to revise and update these ToS from time to

time in our sole discretion. All changes are effective immediately when we post them, and apply to all access to and use of the Website thereafter.

19.5. **Your Comments and Concerns**. This website is operated by StressPal, Inc.

All feedback, comments, requests for technical support and other communications regarding the Website should be sent to: info@stresspal.com or 1020 B Street, San Rafael, CA 94901.

Thank you for visiting stresspal.com.

Last Updated: March 1, 2022