

HEAL INNOVATIONS, INC.

TERMS OF SERVICE

Hello and welcome to HEAL Innovations, Inc.! HEAL Innovation's mission is to empower victims of sexual abuse to overcome their past, stop the abuse from continuing, and tap into their potential.

1. **Definitions.** Before we get started, let's review the terms used in these Terms.
 - (a) "Account" means an account created on the HEAL Innovation's Platform.
 - (b) "Content" means any text content, notification, email, video, image or audio, or any other content or any combination thereof, in each case, that we make publicly available or which we permit you to access, whether created by us, you or a third party.
 - (c) "HEAL Innovations", "we", "us" or "our" means HEAL Innovations, Inc., a Delaware corporation.
 - (d) "HEAL Innovation's Platform" or "Platform" means our Website and related applications, including without limitation any mobile application that we may from time to time make available.
 - (e) "HEAL Innovation's Messenger" means the communication system available through our Platform, including without limitation such messaging, video-conferencing, file-sharing or other applications as we may from time to time make available, which may include third-party applications, that may from time to time allow Users to communicate with one another and certain third parties who are not Users.
 - (f) "HEAL Program" means our proprietary program designed to teach Subscribers how to overcome their past sexual abuse, stop the abuse from continuing, and tap into their potential. The HEAL Program includes, without limitation a 14-session psychoeducational program, healing worksheets, a personal online journal, HEAL Meditations, coping strategies, expert videos, personal assessments, tracking systems and metrics that track patterns in behavior, all available through the Website.
 - (g) "Individual Data" means any data that relates to any User's use of our Services.
 - (h) "Services" means any software or services that we make available to you on the HEAL Innovation's Platform, including without limitation the HEAL Program, as well as any offline services that we may now or in the future provide to you.
 - (i) "Subscriber" means a subscriber to the HEAL Program.
 - (j) "Terms" mean these Terms of Service, which are a legally binding agreement that governs your access to our Services.
 - (k) "User" means a user of our Services, whether a Subscriber or otherwise.
 - (l) "User Content" means any Content that any User provides to be made available through the HEAL Innovation's Platform, including without limitation any Account Information or Content submitted using the HEAL Program or HEAL Innovation's Messenger.

- (m) “Website” means <https://healfromsexualabuse.com> and <https://www.healinnovations.com>.
- (n) “you” or “your” means you.

2. **Disclaimers.**

- (a) The HEAL Program is a subscription-based online interactive self-guided website for healing and recovery. Men and women survivors can go through the 14-session HEAL program in the comfort of their own home honoring the privacy and dignity survivors deserve. Our Services and other incidental information on our Website should not be considered medical advice. You are advised to exercise as high a level of caution and care in use of our Service as you would making any other decision about your wellbeing. You should not at any time disregard, avoid or delay obtaining medical advice from a qualified medical or mental health professional because of information you learn through the HEAL Program.
- (b) HEAL Innovations recruits and trains its HEAL facilitators. Our facilitators are not medical professionals and no doctor/patient or other privilege exists between you and your facilitator.

3. **Acceptance of Terms.**

- (c) PLEASE READ THESE TERMS CAREFULLY, AS THEY CONTAIN AN **AGREEMENT TO ARBITRATE**, WHICH REQUIRES THAT YOU AND HEAL INNOVATIONS ARBITRATE CERTAIN CLAIMS BY BINDING, INDIVIDUAL ARBITRATION INSTEAD OF GOING TO COURT, AND LIMITS CLASS ACTION CLAIMS, UNLESS YOU OPT OUT OF THE AGREEMENT TO ARBITRATE AS DESCRIBED IN SECTION 13 OF THESE TERMS.
- (d) IF YOU DO NOT AGREE TO THESE TERMS, YOU MAY NOT ACCESS OR OTHERWISE USE OUR SERVICES, INCLUDING OUR WEBSITE. By using our Services or accessing any Content that we make available through our Services, you agree to these Terms. These Terms and our Privacy Policy, which is incorporated herein by reference, form a legally binding agreement between you and HEAL Innovations.
- (e) BY USING OUR SERVICES, INCLUDING OUR WEBSITE, YOU REPRESENT TO US THAT YOU ARE AT LEAST EIGHTEEN (18) YEARS OF AGE. Our Services are intended for use solely in the United States of America by residents of such market, and we make no claims that our Services are appropriate for use outside of such market.
- (f) These terms may have changed since your last visit. We reserve the right to revise these Terms in our sole discretion at any time and without prior notice to you other than by posting the revised Terms on our Website. Revisions to the Terms are effective upon posting. The Terms will be identified as of the most recent date of revision. Your continued use of our Services after a revised version of these Terms has been posted on our Website constitutes your binding acceptance of the revised Terms.

4. **Login Credentials; Account Information; Communications.**

- (a) **Login Credentials.** In order to use some of our Services, you may be required to create an Account by providing certain information. We may ask you to complete a registration form and create a username and password, or we may permit you to login through a third-party application (your username, password for us or for any third-party application, your “Login

Credentials”). Upon creating an Account, we may generate a unique identification code (your “User ID”) associated with your Account. You are responsible for protecting your Login Credentials from unauthorized use, and you are responsible for all activity that occurs on your Account (including without limitation any financial obligations). You agree to notify us immediately if you believe that your Login Credentials have been or may be used without your permission so that appropriate action can be taken. We are not responsible for losses or damage caused by your failure to safeguard your Login Credentials.

- (b) **Account Information.** During your registration, you shall give truthful information about you (such as name, email address, physical address, phone number and payment account information) (collectively your “Account Information”). You represent, warrant and covenant to us that your Account Information is and shall remain accurate and up-to-date, and you understand that you are responsible for ensuring that your Account Information is accurate and for keeping your Account Information up-to-date. We may contact you to verify your Account Information and may require you to provide additional information for purposes of fraud prevention and verifying your Account Information. We may suspend you from our Services if you do not provide such information within a reasonable period.
- (c) **Acknowledgement for You to Receive Communications.** You hereby agree: (i) to receive communications, including emails, text messages, push notifications, mail and telephone calls, that are related to our Services; that any communications from us may also include marketing materials from us or from third parties; and that any notices, agreements, disclosures or other communications that we send to you electronically are deemed to satisfy any legal communication requirements. You may opt out from receiving our communications by emailing support@healinnovations.com or selecting to unsubscribe as may be provided in the applicable correspondence. In addition, if you create an Account, we may allow you to opt in to receive certain communications regarding certain Account activity (any such settings, “Notification Settings”). You may change any Notification Settings through your Account at any time.

5. **Our Services; Fees.** HEAL is a psychoeducational program to help survivors of sexual abuse heal. The HEAL Program is a subscription-based online interactive self-guided website for healing and recovery. Men and women survivors can go through the 14-session HEAL program in the comfort of their own home honoring the privacy and dignity survivors deserve.

- (a) **Communications; HEAL Innovation’s Messenger.** Our Services may allow you to upload or download certain Content from such devices and applications as we may from time to time make available for purposes of the HEAL Program. Our Services may also allow you to communicate with other Subscribers. You understand that we are not responsible for any such Content, including without limitation the content of your communications through HEAL Innovation’s Messenger or any other messaging, audio or video-conferencing or file-sharing tools that we may from time to time make available. However, if you would like to report a concern about a communication, you may contact us at support@healinnovations.com.
- (b) **Fees.** By using our Services, you agree to our Fee Schedule, incorporated herein by reference and available on our Website at <https://www.healfromsexualabuse.com>. Notwithstanding the foregoing, we may offer the HEAL Program to certain Subscribers on a discounted, prorated or other basis. Terms and conditions for such offer will be communicated to you at the time of your subscription, and will replace this Section 5(b) to the extent necessary to give effect to such offer.

- i. **Billing.** We may use a third-party payment service to bill you through an online account for your fees, as applicable, in lieu of directly processing your credit card information. By submitting your payment account information, you grant us the right to store and process your information with the third party payment service, which may change from time to time; you agree that we will not be responsible for any failure of the third party to adequately protect such information. The processing of payments will be subject to the terms, conditions and privacy policies of such third-party payment service in addition to these Terms. You agree that we may change the third-party payment service and move your information to other service providers that encrypt your information using transport layer security (TLS) or comparable security technology.
- ii. **Refunds.** Other than as may be expressly set forth on our Platform as updated from time to time, we have no obligation to provide refunds or credits, but may grant them in certain circumstances in our sole discretion.

6. **Scope of Service; Modifying and Terminating Service.**

- (a) **Modification of Services.** We may change and update our Services at any time. We may add or remove features including without limitation making free Services paid Services and vice versa. We will endeavor to give you appropriate advance notice about any major changes, although you understand that we may stop, suspend or change our Services at any time without prior notice. If you do not like our Services or these Terms, or would like to provide constructive feedback, please let us know by contacting us at support@healinnovations.com. We do not promise to make any changes that you suggest, and your sole remedy if you are dissatisfied with our Services or these Terms is that you may discontinue your use of our Services.
- (b) **Suspension of Services.** We may alter, suspend or discontinue our Services in whole or in part, at any time and for any reason, without notice. Our Services may also periodically become unavailable due to maintenance or malfunction of computer equipment or for other reasons. In order to use our Services, you must have a computer with Internet access that can access our Website or a compatible mobile device enabled with any mobile application we may provide. You will be solely responsible for procuring any hardware, software or other materials that are required or recommended for your use of our Services.
- (c) **Termination by Us.** We may terminate your access to our Services, in our sole discretion, for any reason and at any time. If you have provided us with your email address, we will endeavor to provide electronic notice to you at such email address. You agree that we are not liable to you or any third party for any termination of your access to our Services.
- (d) **Termination by You.** You may terminate these Terms at any time by ceasing to use our Services and, if applicable, by closing your Account. We may provide instructions on our Platform for how to close your Account, and may update such instructions from time to time. Please follow such instructions if you would like to close your Account.
- (e) **Telecommunications.** When using our Services, your telecommunications carrier's normal rates and charges apply. Unless otherwise set forth in these Terms, we are not responsible for any charges you incur from your telecommunications carrier or otherwise as a result of use of

our Services. You are responsible for ensuring that, at all times while using our Services, you are not in violation of any agreement with your telecommunications carrier.

- (f) **Survival of Terms.** The following Sections of these Terms and any accrued obligations will survive any termination of these Terms: 2, 7(a)(vi), 10, 12 and 13, and any related definitions.

7. **Intellectual Property; Licenses; Content; Individual Data.**

(a) **Content, Individual Data, Suggestions.**

- i. **Our Content.** Subject to these Terms and any other agreement between you and us, we hereby grant you a limited, personal, non-transferable, non-exclusive, non-sublicensable, revocable license to access and use Content that we make available through our Services, solely for your personal and non-commercial use, and subject to any restrictions on certain types of Content set forth in these Terms. You understand that the Content that is posted on our Services is used by you at your own risk.
- ii. **Changes to Content.** We reserve the right to make changes to any Content or descriptions of our Services without obligation to issue any notice of such changes.
- iii. **Rights in User Content Granted by You.** You hereby grant to us a non-exclusive, perpetual, irrevocable, worldwide, sublicensable, transferable, royalty free, fully paid up license to reproduce, distribute, prepare derivative works of, modify, translate, adapt, publicly perform, publicly display and otherwise use your User Content, and you understand that we may allow any third party to use your User Content as well.
- iv. **Your Responsibility for User Content.** You are solely responsible for all of your User Content. You represent and warrant that you own all your User Content or you have all rights that are necessary to grant us the license rights in your User Content under these Terms. You also represent and warrant that neither your User Content, nor your use and provision of your User Content to be made available through our Services, nor any use of your User Content by HEAL Innovations on or through our Services, will infringe, misappropriate or violate a third party's intellectual property rights, or rights of publicity or privacy, or result in the violation of any applicable law or regulation.
- v. **Individual Data.** You will own your Individual Data. You hereby grant us a non-exclusive, perpetual, irrevocable, worldwide, sublicensable, transferable, royalty free, fully paid up license to reproduce, distribute, prepare derivative works of, modify, translate, adapt, publicly perform, publicly display and otherwise use any Individual Data, and you understand that we may allow any third party to use such Individual Data.
- vi. **Unsolicited Feedback.** We welcome your feedback, ideas and suggestions (collectively, "Suggestions"). If you send us any Suggestions, including as permitted under Section 6(a) of these Terms, you agree that: (1) your Suggestion(s) become our property and you are not owed any compensation in exchange; (2) none of the Suggestion(s) contain confidential or proprietary information of any third party; (3) we may use or redistribute Suggestion(s) for any purpose and in any way; (4) there is no obligation for us to review your Suggestion(s); and (5) we have no obligation to keep any Suggestions confidential.

(b) **Applications; License to Use.**

- i. **License to Use.** Subject to these Terms and any other agreement between you and us, we grant to you a limited, personal, non-exclusive, non-transferable, non-sublicensable, revocable license to install and use any application we may offer on a compatible mobile device for your personal, non-commercial purposes and use of our Platform, in each case, solely in the manner enabled by us.
 - ii. **Limitations; Revocation.** Your license to use our Services is automatically revoked if you violate these Terms. From time to time, we may upgrade our Services or make improvements to our Services. You agree that these Terms will apply to all such upgrades or improvements. The foregoing license grant is not a sale of any mobile application we may provide or the Website or a sale of a copy of any such application or our Website, and we retain all rights and interest in our Services. Any attempt by you to transfer any of the rights, duties or obligations hereunder, except as expressly provided for in these Terms, is void. We reserve all rights not expressly granted under these Terms.
- (c) **No Implied Licenses.** Nothing contained on our Services should be construed as granting, by implication, estoppel, or otherwise, any license or right to use our Services or any Content, through the use of framing or otherwise, except: (a) as expressly permitted by these Terms; or (b) with our prior written permission or the written permission of the third party that may own the trademark or copyright of material displayed on our Services.
- (d) **Copyright Infringement; DMCA Policy.** If you believe that any materials on our Services infringe your copyright, you may request that such materials be removed. This request must bear a signature (or electronic equivalent) of the copyright holder or an agent and must include the following: (i) identification of the copyrighted work that you believe to be infringed, including a description of the work and, where possible, a copy or the location of an authorized version of the work; (ii) identification of the material that you believe to be infringing, including a description of the material, and its location on our Website; (iii) your name, address, telephone number and email address; (iv) a statement that you have a good faith belief that the complained of use of the materials is not authorized by the copyright owner, its agent or the law; (v) a statement that the information in your claim is accurate; and (vi) a statement that “under penalty of perjury,” you declare that you are the lawful copyright owner or are authorized to act on the owner’s behalf. Our agent for copyright issues relating to our Services is Copyright Agent, support@healinnovations.com. To protect the rights of copyright owners, we reserve the right to suspend your Account and/or other any User privileges, delete or disable content alleged to be infringing and/or terminate the Account and/or other User privileges of a repeat infringer.
- (e) **Privacy Policy.** Our Privacy Policy describes the collection, use and disclosure of data by us in connection with our Services. Our Privacy Policy, as may be updated by us from time to time in accordance with its terms, is hereby incorporated into these Terms, and you hereby agree to the collection, use and disclosure practices set forth therein.
- (f) **Security.** You acknowledge that our Services use the Internet for data transfer and Internet-connected servers to store Content and Individual Data. While we use commercially reasonable security measures for such servers, no security measures are entirely effective and Internet communications may have inherent insecurities. As such, we make no representations or warranties regarding the security offered in respect of our Services.

8. **Your Use; Prohibited Conduct.**

- (a) **General.** As a condition of your use of our Services, you will not use our Services for any purpose that is unlawful or otherwise prohibited by these Terms. You further agree to comply with any other applicable terms and conditions of use set forth on our Services or conveyed to you through the HEAL Program, including without limitation, compliance with all Subscriber confidentiality guidelines. We reserve the right, without prior notice to you and in our sole discretion, to terminate your access to our Services if we decide that your use violates these Terms, including for the reasons listed in this Section 8(a), or for any other reason.
- (b) **Prohibited Use; Unauthorized Access.** You agree not, and will not permit any person or entity, to: (i) use, or allow the use of, our Services for any unfair or deceptive practices or in contravention of any federal, state, local, foreign or other applicable law or rules and regulations of regulatory or administrative organizations; (ii) act in a fraudulent, tortious, malicious or negligent manner when using our Services; (iii) act in any manner that, in our sole discretion, could damage, disable, overburden, impair or interfere with any other party's use of our Services; (iv) obtain or attempt to obtain any information through any means not intentionally made available through our Services; (v) obtain unauthorized access to any computer system through our Services; (vi) circumvent, remove or otherwise interfere with any security-related features of our Services, features that prevent copying or using any part of our Services or features that enforce limitations on the use of our Services or any Content; (vii) introduce viruses, worms, Trojan horses and/or harmful code to our Services; and (viii) use any robot, spider, site search/retrieval application or other automated device, process or means to access, retrieve, scrape or index any portion of our Services or any Content. In the event that you gain access to information not intended to be accessed by you, you agree that you will immediately notify us and destroy all copies of such information in your possession.
- (c) **Prohibited Content and User Activity.** You agree that you will not, and will not authorize or facilitate any attempt by another person or organization to use our Services to: (i) transmit any Content that is unlawful, harmful, threatening, abusive, harassing, defamatory, vulgar, offensive, obscene, pornographic, lewd, lascivious or otherwise objectionable, as determined by us; (ii) use a name or language that we, in our sole discretion, deem offensive; (iii) post defamatory statements; (iv) post hateful or offensive Content or Content that disparages any ethnic, racial, sexual, gender, religious or other group; (v) post Content that depicts or advocates the use of illegal drugs; (vi) post Content that characterizes violence as acceptable, glamorous or desirable; (vii) post Content which infringes another's copyright, trademark or trade secret; (viii) post unsolicited advertising or unlawfully promote products or services; (ix) harass, threaten, bully, stalk or intentionally embarrass or cause distress to another person or entity; (x) promote, solicit or participate in any multi-level marketing or pyramid schemes; (xi) exploit children under 18 years of age; (xii) engage in disruptive activity, such as sending multiple messages in an effort to monopolize a forum; (xiii) invade the privacy of any person, including without limitation posting personally identifying or otherwise private information about a person without their consent (or their parent's consent in the case of a child under 13 years of age); (xiv) solicit personal information from children under 13 years of age; (xv) create a false identity or impersonate another person or entity; or (xvi) encourage conduct that would constitute a criminal or civil offense. We reserve the right to consider other conduct to be prohibited. In addition, you acknowledge and agree that you will not post any content to any of our social media accounts that is any of items (i)–(xvi) above.

(d) **Intellectual Property Infringement.** You agree that the structure, organization and code used in conjunction with our Services are proprietary to us. You shall not, and shall not permit any person or entity to: (i) use our Services on a service bureau, time sharing or any similar basis, or otherwise for the benefit of any other person or entity; (ii) alter, enhance, or make derivative works of our Services or any Content available through the foregoing; (iii) reverse engineer, reverse assemble or decompile, or otherwise attempt to derive source code from our Services; or (iv) sell, transfer, publish, disclose, display or otherwise make available our Services including any modifications, enhancements, derivatives and other software and materials provided hereunder by us or copies thereof to others in violation of these Terms. Unless as otherwise set forth by us in writing, you understand and acknowledge that all Content contained on our Services is the property of us and/or our affiliates or licensors, and is protected from unauthorized copying and dissemination by United States copyright law, trademark law, international conventions and other intellectual property laws. Product names are trademarks or registered trademarks of their respective owners.

9. **Third Party Service.**

(a) **Third Party Service.** Our Service may include features or functionalities that interoperate with services operated by third parties, which may be pursuant to a generally available application programming interface made available by such a third party or pursuant to an agreement that we have with such a third party. We have no control over any features or functionalities offered by any third party, and those features or functionalities may be modified, suspended or terminated at any time with no notice.

(b) **Third Party Links.** Our Services may contain links to third party sites. These links are provided to you as a convenience, and we are not responsible for the content of any linked third-party site. Any third-party site accessed from our Services is independent from us, and we have no control over the content of that site. In addition, a link to any third-party site does not imply that we endorse or accept any responsibility for the content or use of such site. You understand that use of any third-party site is subject to its terms of service and privacy policy. We request that you exercise caution and good judgment when using third party sites.

(c) **Providers of Third-Party Platforms.** You hereby acknowledge and agree that all of our licensors, suppliers or other third parties: (i) are not parties to these Terms; (ii) have no obligation whatsoever to furnish any maintenance or support services with respect to HEAL Innovations; (iii) are not responsible for addressing claims by you or any third party relating to our Services, including without limitation any product liability claims, claims under consumer protection laws or claims under any other law, rule or regulation; and (iv) have no responsibility to investigate, defend, settle or discharge any claim that our Services or use thereof infringes any third party intellectual property rights.

10. **Limitation of Liability; Disclaimers; Miscellaneous.**

(a) **Disclaimer.**

i. **No Warranty.** OUR SERVICES AND ALL CONTENT ON OR ACCESSIBLE FROM OUR SERVICES ARE PROVIDED "AS IS" WITHOUT WARRANTY OF ANY KIND, EITHER EXPRESS OR IMPLIED, INCLUDING WITHOUT LIMITATION ANY IMPLIED WARRANTY OF MERCHANTABILITY, FITNESS FOR A PARTICULAR PURPOSE OR NON-INFRINGEMENT. SPECIFICALLY, BUT WITHOUT LIMITATION, WE DO NOT WARRANT THAT: (i) THE INFORMATION

AVAILABLE THROUGH OUR SERVICES IS FREE OF ERRORS; (ii) THE FUNCTIONS OR SERVICES (INCLUDING WITHOUT LIMITATION MECHANISMS FOR THE DOWNLOADING AND TRANSMITTING CONTENT) PROVIDED BY OUR SERVICES WILL BE UNINTERRUPTED, SECURE OR FREE OF ERRORS; (iii) DEFECTS WILL BE CORRECTED, OR (iv) THAT OUR SERVERS OR THE SERVER(S) THAT MAKE THEM AVAILABLE ARE FREE OF VIRUSES OR OTHER HARMFUL COMPONENTS.

- ii. **Waiver of Liability.** WE AND OUR AFFILIATES AND LICENSORS CANNOT AND DO NOT GUARANTEE THAT ANY PERSONAL INFORMATION SUPPLIED BY YOU WILL NOT BE MISAPPROPRIATED, INTERCEPTED, DELETED, DESTROYED OR USED BY OTHERS. Under no circumstances will we be liable for any loss or damage caused by failed delivery or receipt of Content or any third party's use or distribution of Content. You hereby acknowledge and agree that HEAL Innovations merely stores and hosts User Content but does not actively create User Content. Under no circumstances will HEAL Innovations be liable for any claims that may arise from User Content, including without limitation claims for intellectual property infringement.
- (b) **Limitation of Liability.**
- iii. **General.** IN NO EVENT SHALL WE BE LIABLE TO YOU, ANY OTHER USER OF OUR SERVICES, ANY THIRD PARTY PROVIDER OR ANY OTHER PERSON OR ENTITY FOR ANY SPECIAL, INCIDENTAL, PUNITIVE, CONSEQUENTIAL, EXEMPLARY OR OTHER INDIRECT DAMAGES (INCLUDING WITHOUT LIMITATION DAMAGES FOR LOSS OF PROFITS, LOSS OF DATA, LOSS OF USE OR COSTS OF OBTAINING SUBSTITUTE GOODS OR SERVICES) ARISING OUT OF THE USE, INABILITY TO USE, UNAUTHORIZED ACCESS TO OR USE OR MISUSE OF OUR SERVICES, YOUR CONTACT INFORMATION, CONTENT OR ANY INFORMATION CONTAINED THEREON OR IN CONNECTION THEREWITH, WHETHER BASED UPON WARRANTY, CONTRACT, TORT (INCLUDING NEGLIGENCE), OR OTHERWISE, EVEN IF WE HAVE BEEN ADVISED OF THE POSSIBILITY OF SUCH DAMAGES OR LOSSES.
 - iv. **Limitation.** OUR AGGREGATE LIABILITY TO YOU FOR ALL CLAIMS ARISING FROM THESE TERMS SHALL NOT EXCEED THE GREATEST OF (I) \$100.00; OR (II) THE AGGREGATE AMOUNT YOU HAVE PAID TO US IN FEES, IF ANY, IN THE THEN-PRIOR TWELVE (12)-MONTH PERIOD.
 - v. **Exclusions.** SOME JURISDICTIONS DO NOT ALLOW THE EXCLUSION OF CERTAIN WARRANTIES OR THE LIMITATION OR EXCLUSION OF LIABILITY FOR INCIDENTAL OR CONSEQUENTIAL DAMAGES. ACCORDINGLY, SOME OF THE ABOVE LIMITATIONS MAY NOT APPLY TO YOU BUT SHALL INSTEAD APPLY TO THE MAXIMUM EXTENT PERMITTED BY LAW.
- (c) **Release.** Our Services are only a means of connecting Users, and except to the extent, if any, that we serve as a communications platform among Users in connection with Subscribers' use of the HEAL Program, we do not take part in the interaction between or among Users. As a result of our limited involvement in the actual contact between or among Users, in the event that you have a dispute with any Users, you hereby release us, and our officers, directors, employees, agents, investors, subsidiaries and contractors from any and all claims, demands

or damages (actual or consequential) of every kind and nature, known and unknown, suspected and unsuspected, disclosed and undisclosed, arising out of or in any way connected with such disputes. We expressly disclaim any liability or claims that may arise between or among Users of our Services. You waive California Civil Code Section 1542, which says: "A general release does not extend to claims which the creditor does not know or suspect to exist in his or her favor at the time of executing the release, which, if known by him or her must have materially affected his or her settlement with the debtor." You hereby waive any other similar provision of applicable law that applies to you.

- (d) **Indemnification.** By using our Services, you hereby agree to indemnify and hold harmless us and our officers, directors, employees and agents from any claims, damages, losses, liabilities, and all costs and expenses of defense (collectively, "Claims"), including without limitation attorneys' fees, resulting directly or indirectly from a claim by a third party that arises in connection with (i) your provision of any Content, (ii) your use of our Services and/or (iii) any user or other third party's use of any Content that you submit via our Services. At our option, you agree to defend us from any Claims.
 - (e) **Waiver of Rights.** HEAL Innovation's failure to enforce any right or provision of these Terms will not be considered a waiver of such right or provision. The waiver of any such right or provision will be effective only if in writing and signed by a duly agent of HEAL Innovations.
 - (f) **Minors.** Our Services are available only to, and may only be used by, individuals who can form legally binding contracts under applicable law. If you are a parent or guardian and you discover that your child has created an unauthorized account on our Services, please contact us at support@healinnovations.com and we will remove the account.
 - (g) **Successors and Assigns; Binding Effect.** You may not assign or transfer your rights or obligations under these Terms in whole or in part to any third party without our consent. These Terms shall bind and inure to the benefit of the parties to these Terms and their respective successors, permitted transferees and permitted assigns.
 - (h) **Entire Agreement; Amendment; Interpretation.** These Terms, including our Privacy Policy, contain the entire understanding of the parties with respect to the transactions and matters contemplated herein, supersede all previous communications, understandings and agreements (whether oral or written) other than any click-through or end user license agreement provided by us, and cannot be amended except by a writing signed by both parties or by our posting of an amended version of these Terms on our Website. The headings and captions used in these Terms are used for convenience only and are not to be considered in construing or interpreting these Terms. If any part of these Terms is held to be unlawful, void, or unenforceable, that part will be deemed severable and shall not affect the validity and enforceability of the remaining provisions.
11. **Jurisdictional Issues.** We make no representation that information on our Services is appropriate or available for use outside of the United States of America. Those who choose to access our Services from outside such market do so on their own initiative and at their own risk and are responsible for compliance with applicable local laws. By using our Services, you consent to having your Login Credentials and any personal information that you provide to us transferred to and processed in the United States of America subject to the restrictions on such data as provided in our Privacy Policy.

12. **Governing Law; Dispute Resolutions.** These Terms, and any dispute between you and us, shall be governed by the laws of the State of Utah without regard to principles of conflicts of law that would result in the application of the law of any other jurisdiction, except that the Federal Arbitration Act shall govern the interpretation and enforcement of the arbitration provisions set forth below. Unless you and we agree otherwise, in the event that this Section 12 is found not to apply to you or to a particular claim or dispute, either as a result of your decision to opt-out of the Arbitration Procedures or as a result of a decision by the arbitrator or a court order, you agree that any claim or dispute that has arisen or may arise between you and us must be resolved exclusively by a state or federal court located in the State of Utah except that you or we are permitted (a) to bring small claims actions in state court in the county in which you reside if such court has a small claims procedure and if such court is located in the United States of America; (b) to bring claims for injunctive relief in any court having jurisdiction over the parties; or (c) to seek enforcement of a judgment in any court having jurisdiction over the parties. To the extent permitted by law, you and we agree to waive trial by jury in any court proceeding.
13. **Agreement to Arbitrate; Waiver of Class Action.**
- (a) **Mandatory Arbitration of Disputes; Arbitration Procedures.** Except if you opt-out or for disputes relating to your or our intellectual property (such as trademarks, trade dress, domain names, trade secrets, copyrights and patents) or for items (a)–(c) set forth in Section 12 (Governing Law; Dispute Resolutions), you agree that all disputes between you and us (whether or not such dispute involves a third party) arising out of or relating to these Terms, our Services, and/or our Privacy Policy shall be finally resolved by arbitration before a single arbitrator conducted in the English language in the Salt Lake City, Utah. under the Commercial Arbitration Rules of the American Arbitration Association (“AAA”) and you and we hereby expressly waive trial by jury. You and we shall appoint as sole arbitrator a person mutually agreed by you and us or, if you and we cannot agree within thirty (30) days of either party’s request for arbitration, such single arbitrator shall be selected by the AAA upon the request of either party. The parties shall bear equally the cost of the arbitration (except that the prevailing party shall be entitled to an award of reasonable attorneys’ fees incurred in connection with the arbitration in such an amount as may be determined by the arbitrator). All decisions of the arbitrator shall be final and binding on both parties and enforceable in any court of competent jurisdiction. Notwithstanding the foregoing, application may be made to any court for a judicial acceptance of the award or order of enforcement. Under no circumstances shall the arbitrator be authorized to award damages, remedies or awards that conflict with these Terms.
- (b) **Class Action Waiver.** Any claims brought by you or us must be brought in such party’s individual capacity, and not as a plaintiff or class member in any purported class or representative proceeding. You agree and acknowledge that neither you nor we will participate in a class action or class-wide arbitration for any claims covered by these Terms. You hereby waive any and all rights to bring any claims related to these Terms and/or our Privacy Policy as a plaintiff or class member in any purported class or representative proceeding. You understand and agree that you may bring claims only on your own behalf.
- (c) **Opt-out.** You may opt out of this Agreement to Arbitrate. If you do so, neither you nor we can require the other to participate in an arbitration proceeding. To opt out, you must notify us in writing within thirty (30) days of the date that you first became subject to this arbitration provision. The opt-out notice must state that you do not agree to the Agreement to Arbitrate and must include your name, address, phone number, your HEAL Innovation’s account, if applicable, to which the opt-out applies and a clear statement that you want to opt out of this

Agreement to Arbitrate. You must sign the opt-out notice for it to be effective. This procedure is the only way you can opt out of the Agreement to Arbitrate. You must use this address to opt out: HEAL Innovations, Inc. ATTN: Arbitration Out-Out, 23 Twinflower Street, Ladera Ranch, CA 92694.

- (d) **Effect of Changes on Arbitration.** Notwithstanding any provision in these Terms to the contrary, you and we agree that if we make any change to the Arbitration Procedures (other than a change to any notice address or Website link provided herein) in the future, that change shall not apply to any claim that was filed in a legal proceeding against us prior to the effective date of the change. Moreover, if we seek to terminate the Arbitration Procedures from these Terms, such termination shall not be effective until thirty (30) days after the version of these Terms not containing the Arbitration Procedures is posted to our Website, and shall not be effective as to any claim that was filed in a legal proceeding against us prior to the effective date of removal.
- (e) **Survival.** In accordance with Section 6 (Scope of Service; Modifying and Terminating Service), this Section 13(e) (Agreement to Arbitrate; Waiver of Class Action) will survive the termination of your relationship with us.

- 14. **For Additional Information.** If you have any questions about these Terms, please contact us at support@healinnovations.com.

Last Updated: SEPTEMBER 23, 2021