

**MIND & MATCH  
PROVIDER TERMS OF USE**

**Last Updated Date:**

**The Mind & Match Platform**

Welcome to the Mind & Match platform (the “**Platform**”), which is owned and operated by Mind and Match Solutions, Inc. (“**Mind & Match**”, “**we**”, or “**us**”). The Mind & Match Platform assists college and graduate students (“**Students**”) with finding a mental healthcare provider (“**Providers**”) that’s right for them.

This Terms of Use agreement (the “**Provider Terms**”) sets forth the legally binding terms and conditions between us and Providers for their use of the Platform and any services provided through the Platform, as described on our website at <https://www.mindandmatch.com/> (each, a “**Service**” and collectively, the “**Services**”). Please read these Provider Terms carefully. By completing the registration process, and/or by accessing or using the Platform, you represent that: (1) you have read, understand, and agree to be bound by the Provider Terms, (2) you are of legal age to form a binding contract with Mind & Match, and (3) you have the authority to enter into these Provider Terms personally. The term “**you**” refers to the Provider identified as the user during the Platform registration process. If you do not agree to be bound by these Provider Terms, you may not access or use this Platform or the Services.

THESE PROVIDER TERMS APPLY TO PROVIDERS ONLY. THESE PROVIDER TERMS DO NOT APPLY TO STUDENTS.

**Supplemental Terms**

Your use of, and participation in, certain Services may be subject to additional terms (“**Supplemental Terms**”) and such Supplemental Terms will either be listed in the Provider Terms or will be presented to you for your acceptance when you sign up to use the supplemental Service. If the Provider Terms are inconsistent with the Supplemental Terms, the Supplemental Terms shall control with respect to such Service. The Provider Terms and any applicable Supplemental Terms are referred to herein as the “**Terms**.”

**Automatic Renewal**

**IF YOU PURCHASE A SUBSCRIPTION TO THE PLATFORM, THEN THESE TERMS WILL BE AUTOMATICALLY RENEWED FOR ADDITIONAL PERIODS OF THE SAME DURATION AS THE INITIAL TERM OF YOUR SUBSCRIPTION AT MIND & MATCH’S THEN-CURRENT FEE FOR SUCH SUBSCRIPTION, UNLESS YOU OPT OUT OF THE AUTO-RENEWAL IN ACCORDANCE WITH SECTION 5.5 BELOW.**

**Arbitration Agreement**

PLEASE BE AWARE THAT SECTION 11 CONTAINS PROVISIONS GOVERNING HOW TO RESOLVE DISPUTES BETWEEN YOU AND MIND & MATCH. AMONG OTHER THINGS, SECTION 11 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 11 ALSO CONTAINS A CLASS ACTION AND JURY TRIAL WAIVER. PLEASE READ SECTION 11 CAREFULLY.

UNLESS YOU OPT OUT OF THE AGREEMENT TO ARBITRATE WITHIN 30 DAYS: (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.

### **Updates to these Provider Terms**

PLEASE NOTE THAT THE TERMS ARE SUBJECT TO CHANGE BY MIND & MATCH IN ITS SOLE DISCRETION AT ANY TIME. When changes are made, we will make a new copy of the Provider Terms available within the Platform. We will also update the “**Last Updated Date**” at the top of these Provider Terms. If we make any material changes, and you have registered with us to create an Account (as defined in Section 1 below) we will also send an e-mail to you at the last e-mail address you provided to us pursuant to the Terms. Any changes to the Terms will be effective immediately for new users of the Platform and will be effective thirty (30) days after posting notice of such changes on the Platform for existing users, provided that any material changes shall be effective for users who have an Account with us upon the earlier of thirty (30) days after posting notice of such changes on the Platform or thirty (30) days after dispatch of an e-mail notice of such changes to registered users. Mind & Match may require you to provide consent to the updated Terms in a specified manner before further use of the Platform and/ or the Services is permitted. If you do not agree to any change(s) after receiving a notice of such change(s), you shall stop using the Services. Otherwise, your continued use of Services constitutes your acceptance of such change(s). PLEASE REGULARLY CHECK THE PLATFORM TO VIEW THE THEN-CURRENT TERMS.

#### **1. THE SERVICES.**

**1.1 Purpose.** Mind & Match provides the Platform that allows Students to connect with Providers for therapy. As a Platform, Mind & Match does not provide or deliver any of therapy, medical or mental health services. A Student’s use of the Platform to connect with Providers does not create a provider-patient relationship between the Student and Mind & Match. The actual terms and contract governing the relationship between the Student and Provider are directly between you and the relevant Student. Any and all billing or payment terms regarding the therapy should be arranged directly between you and the Student.

**1.2 Platform as a Connector.** While Mind & Match may provide certain information about Providers and Students on our Platform, such information is solely informational. Mind & Match does not take part in the interaction between Students and Providers, which will not occur through the Platform. Mind & Match cannot confirm that each Student is who they claim to be, or that the Students can or will pay for your therapy services. Mind & Match does not assume any responsibility for the accuracy or reliability of this information or any information provided through the Platform by Students. When interacting with Students or other Providers, you should exercise caution to protect your personal safety and property, just as you would when interacting with other persons whom you don’t know. NEITHER MIND & MATCH NOR ITS AFFILIATES, LICENSORS, OFFICERS, EMPLOYEES, AGENTS, PARTNERS AND SUPPLIERS (EACH A “**MIND & MATCH PARTY**” AND COLLECTIVELY, THE “**MIND & MATCH PARTIES**”) ARE RESPONSIBLE FOR THE CONDUCT, WHETHER ONLINE OR OFFLINE, OF ANY STUDENTS ON THE PLATFORM.

**1.3 Your Responsibilities as Provider.** As a Provider, it is solely your responsibility to correspond with and provide services to Students, once the Student has scheduled an appointment with you through your scheduling service. We are not responsible for any communication or interaction between you and a Student and you are solely responsible to provide any therapy services in accordance with your relationship with any Student. By registering for an Account (defined below), you represent and warrant that you are a licensed provider, you are licensed to practice in the states in which you hold yourself out as being licensed, you are appropriately licensed to provide therapy treatment across state lines from your home state (if applicable), and that you will maintain all such licenses for as long as you maintain an Account on the Platform. You, and not Mind & Match, are entirely responsible for obtaining and maintaining all applicable licenses and permits necessary for you to provide services to Students, and for any information or data that you transmit to Mind & Match through the Platform. You represent and warrant that all information you transmit through the Platform to Mind & Match is true, accurate

and complete. MIND & MATCH RESERVES THE RIGHT TO CONDUCT ANY BACKGROUND CHECK OR OTHER SCREENINGS AT ANY TIME AND TO USE AVAILABLE PUBLIC RECORDS FOR ANY PURPOSE. You represent and warrant that all services you provide to Students will be performed in a professional and workmanlike manner, consistent with best practices in your field. You understand that if Mind & Match becomes aware that you have breached any of the foregoing responsibilities, representations or warranties, Mind & Match may suspend or terminate your Account without a right of refund.

**1.4 Your Use of the Platform and Services.** You can use the Mind & Match Platform and Services to advertise your services as a Provider to Students, including, without limitation, uploading an introductory video and identifying your clinical specialties, treatment approaches, style, area(s) of focus, session rates, and additional information about you as it pertains to your practice.

**1.5 Updates.** You understand that the Platform is evolving and may be constantly updated or updated from time to time. As a result, Mind & Match may require you to accept updates to Platform. You acknowledge and agree that Mind & Match may update the Platform with or without notifying you. You may need to update third-party software from time to time in order to use Platform.

**1.6 Mind & Match Communications.** By entering into these Terms, using the Platform, or using the Services, you agree to receive communications from us, including via e-mail. Communications from us and our affiliated companies may include but are not limited to: operational communications concerning your Account (as defined in Section 2 below) or your use of the Platform and Services, updates concerning new and existing features on the Platform, and news concerning Mind & Match.

**2. ACCOUNT.** In order to gain access to certain features or functionality of the Platform, you or your employer must subscribe to our Services. To gain such access, you will be required to set up an “**Account**” with us. When you set up an Account, you must provide us with your email address and select a password (collectively, the “**Account Credentials**”), and such other information we request. We reserve the right to reject your Account Credentials and deny you access to the Platform at any time, for any reason, in our sole discretion. You may not transfer or share your Account Credentials with any third party, and you are solely responsible for maintaining the confidentiality of your Account Credentials. You acknowledge and agree that we rely on Account Credentials to know whether users accessing the Platform are authorized to do so. If someone accesses our Platform using Account Credentials that we have issued to you, we will rely on those Account Credentials and will assume that it is really you or your representative who is accessing the Platform. You are solely responsible for any and all use of your Account and all activities that occur under or in connection with your Account Credentials. You agree to be responsible for any act or omission of any users that access the Platform under your Account that, if undertaken by you, would be deemed a violation of these Terms, and that such act or omission shall be deemed a violation of these Terms by you. Please notify us immediately if you become aware that your Account is being used without authorization. You agree not to register for more than one Account. Your Account Credentials will be treated in accordance with our Privacy Policy, which is located at <https://mindandmatch.com/privacy-policy>.

**3. MODIFICATION AND TERMINATION.** You agree that we, in our sole discretion, may immediately suspend or terminate your access to the Platform or any part of the Services at any time, for any reason, in our sole discretion. We also reserve the right, at any time, to modify the Services or to modify, suspend, or discontinue the Platform, or any part thereof, with or without notice. You agree that we will not be liable to you or to any third party for any modification of the Services or modification, suspension, or discontinuance of the Platform.

**4. OWNERSHIP**

**4.1. Technology.** You understand and acknowledge that the software, code, proprietary methods and systems used to provide the Platform, including the Platform (“**Our Technology**”) are: (a) copyrighted by us and/or our licensors under United States and international copyright laws; (b) subject to other intellectual property and proprietary rights and laws; and (c) owned by us or our licensors. Our Technology may not be copied, modified, reproduced, republished, posted, transmitted, sold, offered for sale, or redistributed in any way without our prior

written permission and the prior written permission of our applicable licensors. You must abide by all copyright notices, information, or restrictions contained in or attached to any of Our Technology. Nothing in these Terms grants you any right to receive delivery of a copy of Our Technology or to obtain access to Our Technology except as generally and ordinarily permitted through the Platform, according to these Terms. Furthermore, nothing in these Terms will be deemed to grant, by implication, estoppel or otherwise, a license to Our Technology. Certain of the names, logos, and other materials displayed on the Platform constitute trademarks, tradenames, service marks or logos (“Marks”) of Mind & Match or other entities. You are not authorized to use any such Marks. Ownership of all such Marks and the goodwill associated therewith remains with us or those other entities. Any use of third party software provided in connection with the Platform will be governed by such third parties’ licenses and not by these Terms.

**4.2. Platform License.** Subject to your compliance with these Terms, Mind & Match grants you a limited non-exclusive, non-transferable, non-sublicensable, revocable right to access and use the features and functionality the Platform.

**4.3. Feedback.** You agree that submission of any ideas, suggestions, and/or proposals to Mind & Match (“Feedback”) is at your own risk and that Mind & Match 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 us a fully paid, royalty-free, perpetual, irrevocable, worldwide, non-exclusive, 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 Services and/or Mind & Match’s business.

**4.4. Content.** You acknowledge that all information you submit through the Platform and Services (“Your Content”), is your sole responsibility. This means that you, and not Mind & Match, are entirely responsible for Your Content, and other users of the Platform, and not Mind & Match, are similarly responsible for all information they share through the Platform and Services. By submitting Your Content, you grant Mind & Match a fully paid, royalty-free, non-exclusive license to use, distribute, reproduce, publicly perform, and publicly display, Your Content (in whole or in part) for purposes of providing the Services. Mind & Match will use Your Content in accordance with our Privacy Policy, which is located at <https://mindandmatch.com/privacy-policy>. We may aggregate and/or de-identify the information provided by you as well as including information and data on how the Services are used by you and other Providers. Mind & Match reserves the right to disclose to and share such information and data with third parties in an anonymous and aggregate form at its discretion and to use such information and data to improve or evolve the Services and for any other legitimate business purposes.

**4.5. Certain Restrictions.** The rights granted to you in these Terms are subject to the following restrictions: (a) you shall not license, sell, rent, lease, transfer, assign, reproduce, distribute, host or otherwise commercially exploit Our Technology or Your Content or any portion thereof, (b) you shall not frame or utilize framing techniques to enclose any trademark, logo, or Our Technology (including images, text, page layout or form) of Mind & Match; (c) you shall not use any metatags or other “hidden text” using Mind & Match’s name or trademarks; (d) you shall not modify, translate, adapt, merge, make derivative works of, disassemble, decompile, reverse compile or reverse engineer any part of Our Technology except to the extent the foregoing restrictions are expressly prohibited by applicable law; (e) you shall not 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 the Platform; (f) you shall not access Our Technology in order to build a similar or competitive application or service; (g) except as expressly stated herein, no part of Our Technology may be copied, reproduced, distributed, republished, downloaded, displayed, posted or transmitted in any form or by any means; and (h) you shall not remove or destroy any copyright notices or other proprietary markings contained on or in Our Technology. Any future release, update or other addition to Our Technology shall be subject to these Terms. Mind & Match, its suppliers and service providers reserve all rights not granted in the Terms. Any unauthorized use of Our Technology terminates the licenses granted by Mind & Match pursuant to the Terms.

**4.6. Third-Party Materials.** As a part of Our Technology, you may have access to materials that are submitted or hosted by another party. You agree that it is impossible for Mind & Match to monitor such materials and that you access these materials at your own risk. We provide these materials only as a convenience and do not review, approve, monitor, endorse, warrant, or make any representations with respect to third party materials.

**5. FEES AND PURCHASE TERMS.** In order to access and use certain features of the Services, you may need to subscribe to the Services. Mind & Match may offer a subscription service to access the Platform and be connected with Students. Mind & Match may offer you a free trial to access the Services. The following terms apply if you purchase a subscription to the Services:

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

**5.2. Service Subscription Fees.** You will be responsible for payment of the applicable fee for any Services (each, a "**Service Subscription Fee**") at the time you create your Account and subscribe to a subscription plan. Except as set forth in the Terms, all fees for the Services are non-refundable. No contract will exist between you and Mind & Match for the Services until Mind & Match accepts your order by a confirmatory e-mail, SMS/MMS message, or other appropriate means of communication.

**5.3. Taxes.** The payments required under Section 5.2 of these Terms do not include any Sales Tax that may be due in connection with the Services provided under these Terms. If Mind & Match determines it has a legal obligation to collect a Sales Tax from you in connection with these Terms, Mind & Match shall collect such Sales Tax in addition to the payments required under Section 5.2 of these Terms. If any Services, or payments for any Services, under the Terms are subject to any Sales Tax in any jurisdiction and you have not remitted the applicable Sales Tax to Mind & Match, 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 Mind & Match for any liability or expense Mind & Match may incur in connection with such Sales Taxes. Upon Mind & Match'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.

**5.4. Withholding Taxes.** You agree to make all payments of fees to Mind & Match free and clear of, and without reduction for, any withholding taxes. Any such taxes imposed on payments of fees to Mind & Match will be your sole responsibility, and you will provide Mind & Match 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.

**5.5. Automatic Renewal.** Your subscription will continue until terminated in accordance with the Terms. **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 subscription period (each a "Renewal Commencement Date") and continue indefinitely for an additional subscription period of the same duration, at Mind & Match's then-current price for such subscription. You agree that your Account will be subject to this automatic renewal feature unless you cancel your subscription at least thirty (30) days prior to the Renewal Commencement Date, by logging into and going to the "Manage Subscription" 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, please contact Mind & Match at admin@mindandmatch.com or log in and go to the "**Manage**

**Subscription**” page on your **“Account Settings”** page. 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. By subscribing, you authorize Mind & Match to charge your Payment Provider now, and again at the beginning of any subsequent subscription period. Upon renewal of your subscription, if Mind & Match does not receive payment from your Payment Provider, (a) you agree to pay all amounts due on your Account upon demand and/or (b) you agree that Mind & Match 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).

**5.6. Free Trials and Other Promotions.** Any free trial or other promotion that provides you access to the Services must be used within the specified time of the trial. At the end of the applicable trial period, you will be prompted to subscribe. If you subscribe, you will be enrolled in our monthly subscription Services and will be charged the applicable Service Subscription Fee, in accordance with Section 5.5 above, unless you choose not to enroll in the paid service. If you are inadvertently charged for a subscription, please contact Mind & Match at the following address: admin@mindandmatch.com to have the charges reversed.

**5.7. Billing Disputes.** Unless otherwise provided by the applicable payment processor or payment platform used in connection with your payment for Services, you must notify us in writing within seven (7) days after receiving your credit card statement if you dispute any of our charges on that statement or such dispute will be deemed waived. Billing disputes should be notified to the following address: admin@mindandmatch.com

**5.8. Third Party Provider.** Mind & Match uses Stripe, Inc. as the third party service provider for payment services (e.g., card acceptance, merchant settlement, and related services). By subscribing to the Platform, you agree to be bound by Stripe’s Privacy Policy: <https://stripe.com/privacy> and hereby consent and authorize Mind & Match and Stripe to share any information and payment instructions you provide with one or more third-party provider(s) to the minimum extent required to complete your transactions.

## **6. INTERACTIONS WITH OTHER USERS.**

**6.1. User Responsibility.** You are solely responsible for your interactions with Students with whom you interact; provided, however, that Mind & Match reserves the right, but has no obligation, to intercede in disputes. You agree that Mind & Match will not be responsible for any liability incurred as the result of such interactions.

**6.2. Release.** You acknowledge that Mind & Match merely provides a means for Providers to connect with Students. Mind & Match does not have any control or authority over any Providers or Students, and is not responsible for their actions and inactions. You hereby release Mind & Match and its successors from claims, demands, any and all losses, damages, rights, and actions of any kind, including personal injuries, death, and property damage, that is either directly or indirectly related to or arises from your use of the Platform and Services, including your interactions with Students. If you are a California resident, you hereby waive California Civil Code Section 1542, which states, “A general release does not extend to claims that the creditor or releasing party does not know or suspect to exist in his or her favor at the time of executing the release and that, if known by him or her, would have materially affected his or her settlement with the debtor or released party.” The foregoing release does not apply to any claims, demands, or any losses, damages, rights and actions of any kind, including personal injuries, death or property damage for any unconscionable commercial practice by Mind & Match or for such party’s fraud, deception, false, promise, misrepresentation or concealment, suppression or omission of any material fact in connection with the Platform or any Services provided hereunder.

**6.3. Accuracy of Information; HIPAA Applicability.** You acknowledge and agree that: (i) you will not provide, transmit, share, or transfer to or through the Service or by any other means, protected health information (“PHI”) as such term is defined by the Health Insurance Portability and Accountability Act of 1996 (“HIPAA”), its

implementing regulations, and the Health Information Technology for Economic and Clinical Health Act (“HITECH”) and, (ii) any and all information you provide, transmit, share, or transfer to or through the Service or by other means, that may reasonably be understood to be used by us in connection with the Service will be accurate and will comply with all applicable laws, rules, and regulations. For the avoidance of doubt, the Mind & Match Platform is solely designed to assist Students with finding Providers that are right for them, like a provider directory, and therefore should not be used to transmit PHI in any way. Mind & Match reserves the right to terminate any Provider’s right to use the Service for violating this Section 6.3.

**7. INDEMNIFICATION.** You agree to indemnify and hold Mind & Match and their respective parents, subsidiaries, affiliates, officers, employees, agents, partners and licensors (collectively, the “**Mind & Match Parties**”) harmless from any losses, costs, liabilities and expenses (including reasonable attorneys’ fees) relating to (a) any breach by you of the terms of these Terms; (b) any content, data or other information provided by you to us, through the Service to a Student or other user, or by other means, that may reasonably be understood to be used by us in connection with the Service, including but not limited to any failure to comply with any applicable health information privacy law, such as HIPAA and HITECH; (c) your access, use or misuse of the Service; (d) your failure to comply with any and all other applicable laws, orders, codes and regulations, including, without limitation all licensure and privacy laws, in your use of the Service; and (e) any access to the Service using your login information. Mind & Match 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 Mind & Match in asserting any available defenses. This provision does not require you to indemnify any of the Mind & Match Parties for any unconscionable commercial practice by such party or for such party’s fraud, deception, false promise, misrepresentation or concealment, suppression or omission of any material fact in connection with the Platform or any Services provided hereunder. You agree that the provisions in this section will survive any termination of your Account, the Terms or your access to the Services.

**8. DISCLAIMER OF WARRANTIES AND CONDITIONS.**

**8.1. No Liability for Conduct of Students.** YOU ACKNOWLEDGE AND AGREE THAT MIND & MATCH PARTIES ARE NOT LIABLE, AND YOU AGREE NOT TO SEEK TO HOLD MIND & MATCH PARTIES LIABLE, FOR THE CONDUCT OF THIRD PARTIES, AND THAT THE RISK OF INJURY FROM ANY STUDENTS RESTS ENTIRELY WITH YOU. MIND & MATCH HAS NO CONTROL OVER AND DOES NOT GUARANTEE THE ABILITY OF STUDENTS TO PAY FOR ANY SERVICES PROVIDED BY YOU; NOR THAT A STUDENT WILL FULFIL ITS OBLIGATIONS TO YOU. YOU ACKNOWLEDGE AND AGREE THAT MIND & MATCH HAS NO OBLIGATION TO RESOLVE ANY DISPUTES BETWEEN YOU AND A STUDENT.

**8.2. Services Not Intended as Medical Advice.** MIND & MATCH ACTS SOLELY AS A VENUE TO CONNECT STUDENTS WITH PROVIDERS. MIND & MATCH IS NOT A MEDICAL PROFESSIONAL OR THERAPY PROVIDER, AND WE DO NOT PROVIDE MEDICAL SERVICES, RENDER MEDICAL ADVICE OF ANY KIND, OR MAKE CLINICAL, MEDICAL, OR OTHER PROFESSIONAL DECISIONS.

**9. Limitation of Liability.**

**9.1. As Is.** YOU EXPRESSLY UNDERSTAND AND AGREE THAT TO THE EXTENT PERMITTED BY APPLICABLE LAW, YOUR USE OF SERVICES IS AT YOUR SOLE RISK, AND SERVICES ARE PROVIDED ON AN “AS IS” AND “AS AVAILABLE” BASIS, WITH ALL FAULTS. MIND & MATCH 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 APPLICATION.

(A) MIND & MATCH PARTIES MAKE NO WARRANTY, REPRESENTATION OR CONDITION THAT: (1) SERVICES WILL MEET YOUR REQUIREMENTS; (2) YOUR USE OF SERVICES WILL BE UNINTERRUPTED, TIMELY, SECURE OR ERROR-FREE; OR (3) THE RESULTS THAT MAY BE OBTAINED FROM USE OF SERVICES WILL BE ACCURATE OR RELIABLE.

(B) ANY CONTENT DOWNLOADED FROM OR OTHERWISE ACCESSED THROUGH SERVICES 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 SERVICES, OR ANY OTHER LOSS THAT RESULTS FROM ACCESSING SUCH CONTENT.

(C) THE SERVICES MAY BE SUBJECT TO DELAYS, CANCELLATIONS AND OTHER DISRUPTIONS. MIND & MATCH MAKES NO WARRANTY, REPRESENTATION OR CONDITION WITH RESPECT TO SERVICES, INCLUDING BUT NOT LIMITED TO, THE QUALITY, EFFECTIVENESS, REPUTATION AND OTHER CHARACTERISTICS OF SERVICES.

(D) NO ADVICE OR INFORMATION, WHETHER ORAL OR WRITTEN, OBTAINED FROM MIND & MATCH OR THROUGH SERVICES WILL CREATE ANY WARRANTY NOT EXPRESSLY MADE HEREIN.

(E) FROM TIME TO TIME, MIND & MATCH 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 MIND & MATCH'S SOLE DISCRETION. THE PROVISIONS OF THIS SECTION APPLY WITH FULL FORCE TO SUCH FEATURES OR TOOLS.

**9.2. Disclaimer of Certain Damages.** YOU UNDERSTAND AND AGREE THAT IN NO EVENT SHALL MIND & MATCH PARTIES BE LIABLE FOR ANY LOSS OF PROFITS, REVENUE OR DATA, INDIRECT, INCIDENTAL, SPECIAL, OR CONSEQUENTIAL DAMAGES ARISING OUT OF OR IN CONNECTION WITH SERVICES, OR DAMAGES OR COSTS DUE TO LOSS OF PRODUCTION OR USE, BUSINESS INTERRUPTION, PROCUREMENT OF SUBSTITUTE GOODS OR SERVICES, WHETHER OR NOT MIND & MATCH HAS BEEN ADVISED OF THE POSSIBILITY OF SUCH DAMAGES, ARISING OUT OF OR IN CONNECTION WITH THE TERMS, OR FROM ANY COMMUNICATIONS, INTERACTIONS OR MEETINGS WITH OTHER USERS OF SERVICES, ON ANY THEORY OF LIABILITY, RESULTING FROM: (1) THE USE OR INABILITY TO USE SERVICES; (2) THE COST OF PROCUREMENT OF SUBSTITUTE GOODS OR SERVICES RESULTING FROM ANY GOODS, DATA, INFORMATION OR SERVICES PURCHASED OR OBTAINED OR MESSAGES RECEIVED FOR TRANSACTIONS ENTERED INTO THROUGH SERVICES; (3) UNAUTHORIZED ACCESS TO OR ALTERATION OF YOUR TRANSMISSIONS OR DATA; (4) STATEMENTS OR CONDUCT OF ANY THIRD PARTY ON SERVICES; OR (5) ANY OTHER MATTER RELATED TO SERVICES, WHETHER BASED ON WARRANTY, COPYRIGHT, CONTRACT, TORT (INCLUDING NEGLIGENCE), PRODUCT LIABILITY OR ANY OTHER LEGAL THEORY. THE FOREGOING CAP ON LIABILITY SHALL NOT APPLY TO LIABILITY OF AN MIND & MATCH PARTY FOR (A) DEATH OR PERSONAL INJURY CAUSED BY AN MIND & MATCH PARTY'S NEGLIGENCE; OR FOR (B) ANY INJURY CAUSED BY AN MIND & MATCH PARTY'S FRAUD OR FRAUDULENT MISREPRESENTATION.

**9.3. Cap on Liability.** UNDER NO CIRCUMSTANCES WILL MIND & MATCH PARTIES BE LIABLE TO YOU FOR MORE THAN THE SUBSCRIPTION FEES PAID BY PROVIDER TO MIND & MATCH DURING THE SIX (6) MONTHS IMMEDIATELY PRECEDING THE EVENT GIVING RISE TO LIABILITY. THE FOREGOING CAP ON LIABILITY SHALL NOT APPLY TO LIABILITY OF AN MIND & MATCH PARTY FOR (1) DEATH OR PERSONAL INJURY CAUSED BY AN MIND & MATCH PARTY'S NEGLIGENCE; OR FOR (2) ANY INJURY CAUSED BY AN MIND & MATCH PARTY'S FRAUD OR FRAUDULENT MISREPRESENTATION.

**9.4. Basis of the Bargain.** THE LIMITATIONS OF DAMAGES SET FORTH ABOVE ARE FUNDAMENTAL ELEMENTS OF THE BASIS OF THE BARGAIN BETWEEN MIND & MATCH AND YOU.

**10. TERM AND TERMINATION.**



**10.1. Term.** The Terms commence on the date when you accept them (as described in the preamble above) and remain in full force and effect while you use Services, unless terminated earlier in accordance with the Terms. We may terminate and/or suspend the Services, your Account and/or these Terms in the event you breach any terms herein, or if required to do so by applicable law. If you want to terminate the Services provided by Mind & Match, you may do so in accordance with Section 5.

**10.2. 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 Services also includes deletion of your password and all related information, files and Your Content associated with or inside your Account (or any part thereof), including Your Content, unless we are required to retain a copy of Your Content in accordance with applicable law. Upon termination of any Service, your right to use such Service will automatically terminate immediately. You understand that any termination of Services may involve deletion of Your Content associated therewith from our live databases. Mind & Match will not have any liability whatsoever to you for any suspension or termination, including for deletion of Your Content. All provisions of the Terms which by their nature should survive, shall survive termination of Services, including without limitation, ownership provisions, warranty disclaimers, and limitation of liability.

**11. DISPUTE RESOLUTION.** *Please read the following arbitration agreement in this Section (“Arbitration Agreement”) carefully. It requires you to arbitrate disputes with Mind & Match and limits the manner in which you can seek relief from us.*

**11.1. Applicability of Arbitration Agreement.** Subject to the terms of this Arbitration Agreement, you and Mind & Match agree that any dispute, claim, disagreements arising out of or relating in any way to your access to or use of the Services or of the Platform, or the Terms and prior versions of the Terms, including claims and disputes that arose between us before the effective date of these Terms (each, a “Dispute”) will be resolved by binding arbitration, rather than in court, except that: (1) you and Mind & Match may assert claims or seek relief in small claims court if such claims qualify and remain in small claims court; and (2) you or Mind & Match 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 the Terms as well as claims that may arise after the termination of these Terms.

**11.2. Informal Dispute Resolution.** There might be instances when a Dispute arises between you and Mind & Match. If that occurs, Mind & Match is committed to working with you to reach a reasonable resolution. You and Mind & Match agree that good faith informal efforts to resolve Disputes can result in a prompt, low-cost and mutually beneficial outcome. You and Mind & Match 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 an extension is mutually agreed upon by the parties. Notice to Mind & Match that you intend to initiate an Informal Dispute Resolution Conference should be sent by email to [admin@mindandmatch.com](mailto:admin@mindandmatch.com) or regular mail to our offices located at 371 Broadway, Apt 4, Cambridge, MA 02139. 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.

**11.3. Waiver of Jury Trial.** YOU AND MIND & MATCH 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 Mind & Match are instead electing that all Disputes shall be resolved by arbitration under this Arbitration Agreement, except as specified in Section 11.1 above. There is no judge or jury in arbitration, and court review of an arbitration award is subject to very limited review.

**11.4. Waiver of Class and Other Non-Individualized Relief.** YOU AND MIND & MATCH AGREE THAT, EXCEPT AS SPECIFIED IN SECTION 11.9, 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 11.9, entitled "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 11.4 are invalid or unenforceable as to a particular claim or request for relief (such as a request for public injunctive relief), you and Mind & Match 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 California. All other Disputes shall be arbitrated or litigated in small claims court. This Section 11.4 does not prevent you or Mind & Match from participating in a class-wide settlement of claims.

**11.5. Rules and Forum.** The Terms evidence 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 Mind & Match 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, good-faith 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 Mind & Match otherwise agree, or the Batch Arbitration process discussed in Section 11.9 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 Mind & Match 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.

**11.6. Arbitrator.** The arbitrator will be either a retired judge or an attorney licensed to practice law in the state of California 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 11.9 is triggered, the AAA will appoint the arbitrator for each batch.

**11.7. 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 the Section entitled "Waiver of Class and Other Non-Individualized Relief," including any claim that all or part of the Section entitled "Waiver of Class and Other Non-Individualized Relief" is unenforceable, illegal, void or voidable, or that such Section entitled "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 the Section entitled "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 the Section entitled "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.

**11.8. 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 Mind & Match 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.

**11.9. Batch Arbitration.** To increase the efficiency of administration and resolution of arbitrations, you and Mind & Match agree that in the event that there are one hundred (100) or more individual Requests of a substantially similar nature filed against Mind & Match 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 Mind & Match.

You and Mind & Match 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.

**11.10. 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: 371 Broadway, Apt 4, Cambridge, MA 02139, and via e-mail to: [admin@mindandmatch.com](mailto:admin@mindandmatch.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 Mind & Match 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 these Terms 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.

**11.11. Invalidity, Expiration.** Except as provided in the subsection 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 Mind & Match 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.

**11.12. Modification.** Notwithstanding any provision in these Terms to the contrary, we agree that if Mind & Match makes any future material change to this Arbitration Agreement, it will notify you. Unless you reject the change within thirty (30) days of such change becoming effective by writing to Mind & Match at 371 Broadway, Apt 4, Cambridge, MA 02139 and e-mailing admin@mindandmatch.com, your continued use of the Mind & Match Platform and/or Services, including the acceptance of products and services offered on the Platform 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 these Terms 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 Services or of the Mind & Match Platform, the Services, or these Terms, the provisions of this Arbitration Agreement as of the date you first accepted the Terms (or accepted any subsequent changes to these Terms) remain in full force and effect. Mind & Match will continue to honor any valid opt outs of the Arbitration Agreement that you made to a prior version of these Terms.

**12. PROCEDURE FOR MAKING CLAIMS OF COPYRIGHT INFRINGEMENT.** It is Mind & Match's policy to terminate membership privileges of any user who repeatedly infringes copyright upon prompt notification to Mind & Match 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 Platform 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 Services 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. Contact information for Mind & Match's Copyright Agent for notice of claims of copyright infringement is as follows: Megan Rozanski, Mind and Match Solutions, Inc., 371 Broadway, Apt 4, Cambridge, MA 02139 . Phone: 8585251110 Email: megan@mindandmatch.com

**13. AMENDMENT.** We may change these Terms from time to time. Any such changes will become effective when posted on the Platform. If you object to any such changes, your sole recourse will be to cease using the Platform. Continued use of the Platform following posting of any such changes will indicate your acknowledgement of such changes and your agreement to be bound by the revised Terms, inclusive of such changes.

**14. GENERAL PROVISIONS.** You are responsible for compliance with all applicable laws. The Terms and the relationship between you and us will be governed by the laws of the State of Delaware, without giving effect to any choice of laws principles that would require the application of the laws of a different country or state. Any legal action, suit or proceeding arising out of or relating to the Terms or your use of the Platform that are not subject to Section 11 must be instituted exclusively in the federal or state courts located in Delaware, and in no other jurisdiction. You further consent to exclusive personal jurisdiction and venue in, and agree to service of process issued or authorized by, any such court. These Terms are personal to you, and you may not transfer, assign or delegate your right and/or duties under these Terms to anyone else and any attempted assignment or delegation is void. You acknowledge that we have the right hereunder to seek an injunction, if necessary, to stop or prevent a breach of your obligations hereunder. The paragraph headings in these Terms, shown in boldface type, are included only to help make these Terms easier to read and have no binding effect. Any delay or failure by us to exercise or enforce any right or provision of these Terms will not constitute a waiver of such right or provision. No waiver by us will have effect unless such waiver is set forth in writing, signed by us; nor will any such waiver of any breach or default constitute a waiver of any subsequent breach or default. If for any reason a court of competent jurisdiction finds any provision of these Terms, or portion thereof, to be unenforceable, that provision of the Terms will be enforced to the maximum extent permissible so as to effect the intent of the parties, and the remainder of these Terms will continue in full force and effect. These Terms along with the agreements referenced in these

Terms constitute the entire agreement between you and us with regard to the matters described above. Mind & Match 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.

**14.1 Communications.** The communications between you and us relating to the Platform use electronic means. For contractual purposes, you (a) consent to receive communications from us in an electronic form, whether via email or posting on the Platform or other reasonable means; and (b) agree that all terms and conditions, agreements, notices, disclosures, and other communications that we provide to you electronically satisfy any legal requirement that such communications would satisfy if it were in a writing. If you have any questions about the foregoing, please contact us at the following e-mail address: [admin@mindandmatch.com](mailto:admin@mindandmatch.com)

**14.2 Questions, Complaints, Claims.** If you have any questions, complaints or claims with respect to Our Technology, please contact us at the following e-mail address: [admin@mindandmatch.com](mailto:admin@mindandmatch.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.

**14.3 Export Control.** You may not use, export, import, or transfer Our Technology except as authorized by U.S. law, the laws of the jurisdiction in which you obtained Our Technology, and any other applicable laws. In particular, but without limitation, Our Technology 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 Our Technology, you represent and warrant that (y) 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 (z) you are not listed on any U.S. Government list of prohibited or restricted parties. You also will not use Our Technology 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 Mind & Match 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 Mind & Match products, services or technology, either directly or indirectly, to any country in violation of such laws and regulations.