

USER TERMS OF USE

YOU ACKNOWLEDGE THAT YOU HAVE READ, ACCEPTED, AND AGREE TO BE BOUND BY THESE TERMS OF USE. IF YOU DO NOT AGREE TO THESE TERMS AND CONDITIONS, DO NOT USE THE SERVICE WE PROVIDE.

Mind and Match Solutions, Inc. (“Mind & Match,” “we,” or “us”) owns and operates the websites located at www.mindandmatch.com, app.mindandmatch.com, and providers.mindandmatch.com (collectively, the “Platform”). Your access and use of the Platform, any part thereof, or anything associated therewith, including its content (“Content”), any products or services provided through the Platform or otherwise by Mind & Match, including providing access to therapists (collectively, including the Platform and the Content, the “Service”) are governed by these Terms and Conditions (“Terms and Conditions” or “Agreement”).

Please read this Agreement carefully because it sets forth the important terms you will need to know about the Service. In this Agreement, the terms “you” and “yours” refer to the person using the Service.

IF YOU HAVE A MEDICAL EMERGENCY OR ARE CONSIDERING SUICIDE OR HARM TO YOURSELF, IMMEDIATELY CALL YOUR DOCTOR, DIAL 911, 988 (NATIONAL SUICIDE & CRISIS LIFELINE), OR GO TO THE NEAREST EMERGENCY ROOM.

THE SERVICE IS NOT APPROPRIATE FOR ALL MEDICAL CONDITIONS OR CONCERNS.

THIS AGREEMENT IS SUBJECT TO CHANGE AS PROVIDED HEREIN.

Acceptance of Terms and Conditions

Your access to and use of the Service is subject to this Agreement, as well as all applicable laws and regulations. If you do not accept and agree to be bound by this Agreement in its entirety, you are strictly prohibited from visiting, accessing, registering with and/or using the Service or any information or Content provided through the Service, except as necessary to review this Agreement. The Service is continually under development, and we reserve the right to revise or remove any part of this Agreement or the Service at our sole discretion at any time and without prior notice to you. Any changes to this Agreement are effective upon posting to the Platform. Unless otherwise indicated, any new Content added to the Service is also subject to this Agreement upon posting to the Platform. If you disagree with this Agreement or any terms or conditions herein, your sole remedy is to discontinue your use of the Service. Your continued use after a change to this Agreement has been posted constitutes your acceptance of this Agreement as modified by such changes.

Your Relationship with Us

We through our affiliates including but not limited to Mind and Match Services, Inc. have a management services organization that connects patients qualified to use the Service (“Users”) with the services of physicians and therapists (“Providers”) and also offer a technology platform

to Providers including, but not limited to, Providers at Mind and Match Wisconsin, S.C. (the “Practice”) which is independently owned by a physician. While we do not employ the Providers, our Service provides access to the Providers through the Platform. By accepting this Agreement, you acknowledge and agree that any services you receive from the Providers through the Platform are also subject to this Agreement, and that the Providers are third-party beneficiaries of this Agreement.

With respect to the Providers, we act solely to provide administrative services and as a technology platform to connect you with the services offered by the Providers through the Service. We do not control or interfere with the practice of medicine or the practice of any other professional services by the Providers, each of whom is solely responsible for professional services rendered to you.. Mind & Match makes no representations or warranties about the suitability, reliability, timeliness, or accuracy of the medical care and treatment provided by any Providers. By accepting this Agreement, you acknowledge and agree that Mind & Match is not a healthcare provider or provider of any other professional service, and that by using the Service, you are not entering into a doctor-patient, therapist-patient, or other provider-patient relationship with Mind & Match. By using the Service, you and a Provider may, however, enter into a doctor-patient or other health care provider-patient relationship with one or more Providers.

By accepting this Agreement, you acknowledge and agree that the Providers may send you messages, reports, and emails via the Service. You further understand and agree that it is your sole responsibility to monitor and respond to these messages, reports, and emails and that neither Mind & Match nor any Provider will be responsible in any way and you will not hold Mind & Match or any Provider liable for any loss, injury, or claims of any kind resulting from your failure to read or respond to these messages or, as applicable, for your failure to comply with any treatment recommendations or instructions from the Provider(s).

While we offer the Platform for individuals to access Providers, in some cases, the Service may not be the most appropriate way for you to provide information to, communicate with, or seek medical care and treatment from a Provider. For example, certain medical conditions may require an in-person procedure with a healthcare provider other than what can be offered through the Platform, or a Provider may determine that your diagnosis and/or treatment requires an in-person office visit or are otherwise not appropriately addressed through use of the Service. In such a case, you may receive notification that you will be unable to use the Service for the particular issue you submitted, and Mind & Match may provide you with additional information regarding next steps.

While you are not establishing a doctor-patient or other health care provider-patient relationship with Mind & Match, by using the Service, you are establishing a direct customer relationship with Mind & Match to use the Platform. In connection with such relationship, you may provide to us, or cause to be provided to us on your behalf, personal information, including health information, that is subject to use by us in accordance with our [Privacy Policy](#).

Mind & Match is not an insurer. The Service is not an insurance product, and the amounts you pay to Mind & Match are not insurance premiums. If you desire any type of health or other insurance, you will need to purchase such insurance separately.

We reserve the right to make changes to the offerings and functionality of the Service without prior notice to you. We may also limit, restrict, or remove the features offered on the Service. In our sole discretion, we may limit, suspend, or terminate accounts if they violate this Agreement. We also reserve the right to deny access to the Service to anyone for any reason.

Availability

Our Service is currently only available to individuals who are located in states in which we offer the Service. Individuals must also be (i) at least eighteen (18) years of age or older, or at least the age of majority in their jurisdiction of residence, if higher than eighteen (18) or (ii) a child (under 18 years of age) with the supervision and verifiable consent of a parent or legal guardian. Please note that the part of the Service that is structured for you to be connected to Providers and to connect to receive telehealth services for your own purposes or for those of an individual for whom you are the parent, guardian or legal representative (“User Member”) is limited to Users and Users on behalf of their User Member who are currently enrolled in plans/coverage that the Practice is in-network with. By visiting, accessing, registering with, or using the Service, you and when applicable you on behalf of a User Member are (a) accepting the terms of this Agreement; (b) representing and warranting to us that you and when applicable User Member satisfy all of these eligibility requirements; (c) agreeing to comply with all applicable laws in visiting, accessing, registering with or using the Service; and (d) agreeing that you and when applicable User Member will only use the Service for lawful purposes. Our Service is subject to state and federal regulations and may change from time to time due to changes in applicable regulatory requirements.

Duty to Provide Information, Access, and Connectivity

You are responsible for providing and maintaining, at your own risk, option and expense, appropriate software and hardware capabilities (consistent with any technical, quality, or other requirements described in the Service) to enable use of the Service, including, but not limited to, a computer or mobile device with a video camera and Internet access. You are solely responsible for any fees, including Internet connection or mobile fees, that you incur when accessing the Service. You also have a duty to provide truthful, accurate and complete information in any forms or other communications you submit to or through the Service. You may be asked by us or a Provider to provide information for the purpose of provision of the Service to you. You may elect to withhold requested information; however, if you do so, you may be precluded from using the Service. We reserve the right to change the access configuration, including any software, hardware or other requirements of the Service at any time without prior notice.

Privacy Policy and HIPAA

Mind & Match understands the importance of confidentiality and privacy regarding your Personal Information. Please see our [Privacy Policy](#) for a description of how we may collect, use and disclose your Personal Information. You understand and agree that as part of providing medical services, including telehealth services to you through the Practice, your Protected Health Information (as defined by HIPAA), may be released to an online personal health record and via communication with Practice’s healthcare team electronically (in accordance with our [Notice of HIPAA Privacy Practices](#)). Mind & Match and the Practice respect and uphold patient confidentiality with respect to protected health information as required under HIPAA and will obtain express patient consent prior to sharing any patient-identifiable information with a third

party to the extent required under applicable law. In addition, by accepting this Agreement, you are authorizing the release of your contact information to Mind & Match, the applicable Provider, and other third parties necessary to the provision of Service.

Registration; User Accounts, Passwords, and Security

You may be obligated to register and set up an account in the Platform in order to access the Service, and the Service may be limited to Users who have registered and have been granted accounts with usernames and passwords. You agree to accurately maintain and update any information about yourself that you have provided to Mind & Match or the Providers. If you do not keep such information current, or fail to submit truthful, accurate and complete information, or we have reasonable grounds to suspect as much, we have the right to suspend or terminate your account and your use of the Service. You also agree to immediately notify Mind & Match of any unauthorized use of your username, password, or any other breach of security that you become aware of involving or relating to the Service by emailing us at admin@mindandmatch.com. In addition, you agree to keep confidential your username and password and to exit from your User account at the end of your use. Mind & Match explicitly disclaims liability for any and all losses and damages arising from your failure to comply with this section. You may not use anyone else's account at any time.

When establishing an account, you may be required to provide a username and password that will be used as your login for your account. To help protect the privacy of data you transmit through the Service, where personally identifiable information is requested, we also use technology designed to encrypt the information that you input before it is sent to us using Secure Sockets Layer (SSL) technology or similar encryption technology. In addition, we take steps to protect the User data we collect against unauthorized access. However, you should keep in mind that the Service and our services are run on software, hardware, and networks, any component of which may, from time to time, require maintenance or experience problems or breaches of security beyond our control. In addition, persons with access to your computer, phone, or other mobile or other devices may be able to access the Service and information about you contained in the Service. It is your responsibility to affirmatively logout from your account when you are not actively using it. It is also your responsibility to secure and prevent unauthorized physical access to your computer, phone, and other devices, and to protect the confidentiality of your username and password. You are responsible for promptly changing your password if you believe that it has been compromised.

You must exercise caution, good sense, and sound judgment in using the Service. You are prohibited from violating, or attempting to violate, the security of the Service. Any such violations may result in criminal and/or civil penalties against you. Mind & Match may investigate any alleged or suspected violations and if a criminal violation is suspected, Mind & Match may cooperate with law enforcement agencies in their investigations.

Use and Ownership of the Service

The Service and the information and Content available through the Service are protected by copyright laws throughout the world. Subject to this Agreement, Mind & Match grants you a limited, non-transferable, revocable license to access and use the Service for your personal use. Unless otherwise specified by Mind & Match in a separate license, your right to use any of the

Service or the Content is subject to this Agreement and all rights in the Service and Content are reserved by Mind & Match. You agree that Mind & Match and its suppliers own all rights, title, and interest in the Service (including, but not limited to, any computer code, social media posts, themes, objects, concepts, photographs, product descriptions, blog posts, artwork, illustrations, animations, sounds, musical compositions, audiovisual effects, methods of operation, moral rights, and documentation). You will not remove, alter, or obscure any copyright, trademark, service mark, or other proprietary rights notices incorporated in or accompanying the Service. Mind & Match's stylized name and other related graphics, logos, service marks and trade names used on or in connection with the Service are the trademarks of Mind & Match and may not be used without permission, including in connection with any third-party products or services. Other trademarks, service marks and trade names that may appear on or in the Service are the property of their respective owners.

License to Information Submitted via the Service

Subject to any legal limitations, any information you transmit to Mind & Match via the Service, whether by direct entry, submission, email or otherwise, including data, questions, comments, or suggestions (collectively, "Submissions"), will, to the extent permitted under applicable law, be treated as non-confidential and non-proprietary. Subject to any applicable account settings that you select, you grant Mind & Match a fully paid, royalty-free, perpetual, irrevocable, worldwide, non-exclusive, and fully sublicensable right (including any moral rights) and license to use, license, distribute, reproduce, modify, adapt, publicly perform, and publicly display, Submissions (in whole or in part) for the purposes of operating and providing the Service to you and to our other users. You warrant that the holder of any worldwide intellectual property right, including moral rights, in Submissions has completely and effectively waived all such rights and validly and irrevocably granted to you the right to grant the license stated above. You agree that you, not Mind & Match, are responsible for all of Submissions that you provide to the Service. In addition to the foregoing, Mind & Match shall have the right, in its sole discretion, to edit, duplicate, or alter the Submission in any manner for any purpose that Mind & Match deems necessary or desirable, and you irrevocably waive any and all so-called moral rights you may have in the Submission. You further agree that you shall have no right of approval and no claim to compensation in connection with the Submission.

If a Submission you make contains Personal Information, as defined in our [Privacy Policy](#), Mind & Match's rights under this section with respect to the use or disclosure of such Personal Information will be limited as and to the extent required under applicable law.

Prohibited Use

Any use or attempted use of the Service (i) for any unlawful, unauthorized, fraudulent or malicious purpose, (ii) that could damage, disable, overburden, or impair any server, or the network(s) connected to any server, (iii) that could interfere with any other party's use and enjoyment of the Service, (iv) to gain unauthorized access to any other accounts, computer systems, or networks connected to any server or systems through hacking, password mining or any other means, (v) to access systems, data, or information not intended by Mind & Match to be made accessible to a user, (vi) to obtain any materials, or information through any means not intentionally made available by Mind & Match, (vii) to reverse engineer, disassemble or

decompile any section or technology on the Service, or (viii) for any use other than the business purpose for which it was intended, is prohibited.

In addition, in connection with your use of the Service, you agree you will not to:

- upload or transmit any message, information, data, text, software, or images, or other content that is unlawful, harmful, threatening, abusive, harassing, tortious, defamatory, vulgar, obscene, libelous, or inappropriate with respect to race, gender, sexuality, ethnicity, or other intrinsic characteristic, or that may invade another's right of privacy or publicity;
- create a false identity or duplicative accounts for the purpose of misleading others or impersonate any person or entity, including, without limitation, any Mind & Match representative, or falsely state or otherwise misrepresent your affiliation with a person or entity;
- upload or transmit any material that you do not have a right to reproduce, display or transmit under any law or under contractual or fiduciary relationships (such as nondisclosure agreements);
- upload files that contain viruses, trojan horses, worms, time bombs, cancel-bots, corrupted files, spyware, or any other similar software or programs that may damage the operation of another's computer or property of another;
- delete any author attributions, legal notices, or proprietary designations or labels that you upload to any communication feature;
- attempt to restrict any person from using or enjoying the Service, nor encourage or facilitate violations of these Terms and Conditions or any other Mind & Match terms;
- violate any applicable local, state, national or international law;
- upload or transmit any material that infringes any patent, trademark, service mark, trade secret, copyright, or other proprietary rights of any party;
- delete or revise any material posted by any other person or entity;
- manipulate or otherwise display the Service by using framing, mirroring or similar navigational technology;
- probe, scan, test the vulnerability of or breach the authentication measures of, the Service or any related networks or systems;
- register, subscribe, attempt to register, attempt to subscribe, unsubscribe, or attempt to unsubscribe, any party for any services if you are not expressly authorized by such party to do so;
- harvest or otherwise collect information about others, including email addresses;
- use any robot, spider, scraper, or other automated or manual means to access the Service, or copy, download, distribute, or reproduce any content or information on the Service; or
- assist or permit any person in engaging in any of these activities.

Mind & Match reserves the right to take whatever lawful actions it may deem appropriate in response to actual or suspected violations of the foregoing, including, without limitation, the suspension or termination of a User's access and/or account. Mind & Match may cooperate with legal authorities and/or third parties in the investigation of any suspected or alleged crime or civil wrong.

Except as may be provided in the [Privacy Policy](#) or prohibited by applicable law, Mind & Match reserves the right at all times to disclose any information as Mind & Match deems necessary to satisfy any applicable law, regulation, legal process, or governmental request.

Right to Monitor

Mind & Match reserves the right to monitor general use of the Service at any time as it deems appropriate and to remove any materials that, in Mind & Match's sole discretion, may be illegal, may subject Mind & Match to liability, may violate this Agreement, or are, in the sole discretion of Mind & Match, inconsistent with Mind & Match's purpose for the Service.

Third-Party Goods and Services

Parties other than Mind & Match, including Providers (collectively, "Third Parties") provide services or sell products through the Service, and Mind & Match may also make available to you for purchase certain services, devices, items or products manufactured, distributed or sold by Third Parties (collectively, "Third-Party Goods and Services"). You should make whatever investigation you feel necessary or appropriate before proceeding with any online or offline transaction involving Third Parties or any Third-Party Goods and Services. You are solely responsible for, and shall exercise caution, discretion, common sense and judgment in, using the Service and disclosing Personal Information.

You agree that Mind & Match shall not be responsible or liable for any loss or damage of any sort incurred as the result of your use of the Platform, any Third-Party Goods and Services or your interactions with any Third Parties. In the event of any dispute between you and any Third Party, any other User or any other entity or individual, you understand and agree that Mind & Match is under no obligation to become involved in such dispute, and you hereby release and indemnify Mind & Match, its affiliates and all of their respective contractors, directors, officers, employees, representatives, proprietors, partners, shareholders, servants, principals, agents, predecessors, successors, assigns, accountants, and attorneys (collectively, "Mind & Match Parties") from any and all claims, demands and/or damages (actual or consequential) of every kind or nature, known or unknown, suspected and unsuspected, disclosed or undisclosed, arising out of or in any way related to such disputes or the Service or the features and services therein. IF YOU ARE A CALIFORNIA RESIDENT, YOU 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."

Terms and Conditions of Payment

Receipt of health care services from a Provider, including but not limited to the Practice, and your use of the Platform in connection with such health care services, constitutes an ongoing agreement to these terms and conditions of payment. For health care services connected to a Provider engaged by the Practice, your payment will be governed by the Financial Responsibility form that you will be required to consent to. Further, the Practice accepts certain commercial

insurance plans. Please contact your insurance plan to confirm whether the Practice is in network with your plan, and any cost-sharing or co-payment obligations that you may have.

You understand that Mind & Match does not provide health care services; however, Mind & Match may collect and remit all payments from you for the services rendered by Providers, and you authorize Mind & Match to remit payment information to such Provider.

You understand by providing your payment information to Mind & Match, you authorize Mind & Match to charge the credit card or other payment method for all items and/or services you receive from the Provider providing your care connected to the Platform. Mind & Match may use third-party services for the purpose of facilitating payment and the completion of the purchases for health care services, rendered by a Provider and in conjunction with use of the Platform. By submitting your payment information, you grant Mind & Match the right to provide information to these third parties.

Termination

Mind & Match may terminate your use of the Service or any of our features or services at any time and for any reason without notice, including, for example, for conduct violating this Agreement or if we discontinue the Service. The provisions of this Agreement concerning Service security, prohibited activities, copyrights, trademarks, user submissions, disclaimers, limitation of liability, arbitration and resolution of Disputes, indemnity and jurisdictional issues shall survive any such termination or any other termination of this Agreement or your relationship with Mind & Match. You agree that if your use of the Service is terminated pursuant to this Agreement, you will not attempt to use the Service under any name, real or assumed, and further agree that if you violate this restriction after being terminated, you will indemnify and hold all Mind & Match Parties harmless from any and all liability that any such Mind & Match Parties may incur with respect thereto.

Except as otherwise provided in the [Privacy Policy](#) or as required by applicable law, we have no obligation, whether before or after the termination of your use of the Service, to return or otherwise provide to you or any third party on your behalf any Content, any information you provide to us, any information your Providers provided to us about or relating to you, or any other information that we may have that relates to you.

Disclaimers

Content and other information contained on the Service is provided by Mind & Match as a convenience. Users relying on Content or other information from the Service do so at their own risk.

THE SERVICE IS PROVIDED ON AN “AS IS” OR “AS AVAILABLE” BASIS. ANY ACCESS TO OR USE OF THE SERVICE IS VOLUNTARY AND AT THE SOLE RISK OF THE USER. THE MIND & MATCH PARTIES AND EACH THIRD PARTY OFFERING PRODUCTS OR SERVICES THROUGH THE SERVICE, INCLUDING THE PROVIDERS, TO THE FULLEST EXTENT PERMITTED BY LAW, DISCLAIMS ALL WARRANTIES AND CONDITIONS OF ANY KIND, EITHER EXPRESS OR IMPLIED, STATUTORY OR OTHERWISE, INCLUDING, WITHOUT LIMITATION, THE IMPLIED WARRANTIES OF

MERCHANTABILITY, NON-INFRINGEMENT OF THIRD PARTIES' RIGHTS, SATISFACTORY QUALITY AND FITNESS FOR PARTICULAR PURPOSE WITH REGARD TO THE SERVICE, AND WITH RESPECT TO ANY INFORMATION, CONTENT, PRODUCT, SERVICE, MERCHANDISE OR OTHER MATERIAL PROVIDED ON OR THROUGH THE SERVICE OR THE PLATFORM. MIND & MATCH DOES NOT WARRANT OR GUARANTEE THE ACCURACY, COMPLETENESS, RELIABILITY, TIMELINESS OR USEFULNESS OF THE SERVICE. MIND & MATCH DOES NOT WARRANT THAT THE SERVICE WILL FUNCTION WITHOUT DELAYS, DISRUPTIONS, INTERFERENCES, IMPERFECTIONS, CORRUPTION, CYBER ATTACK, VIRUSES, MALWARE, OR ANY ADVERSE INCIDENT.

BY ACCESSING OR USING THE SERVICE, YOU REPRESENT AND WARRANT THAT YOUR ACTIVITIES ARE LAWFUL IN EVERY JURISDICTION WHERE YOU ACCESS OR USE THE SERVICE.

Limitation of Liability

TO THE FULLEST EXTENT PERMITTED BY APPLICABLE LAW, IN NO EVENT SHALL THE MIND & MATCH PARTIES OR ANY THIRD PARTY OFFERING PRODUCTS OR SERVICES THROUGH THE SERVICE, INCLUDING THE PROVIDERS, BE LIABLE TO YOU OR ANY OTHER PERSON OR ENTITY FOR ANY INCIDENTAL, INDIRECT, SPECIAL, EXEMPLARY AND CONSEQUENTIAL DAMAGES, PERSONAL OR BODILY INJURY, EMOTIONAL DISTRESS, OR WRONGFUL DEATH, LOSS OF DATA, LOST PROFITS, OR DAMAGES RESULTING FROM THE USE OF OR INABILITY TO USE THE SERVICE, INCLUDING ANY INFORMATION AND CONTENT MADE AVAILABLE THROUGH THE SERVICE OR ANY SERVICES PERFORMED BY THE PROVIDER(S), WHETHER BASED ON WARRANTY, CONTRACT, TORT (INCLUDING NEGLIGENCE), OR ANY OTHER LEGAL THEORY, AND WHETHER OR NOT MIND & MATCH HAS BEEN ADVISED OF THE POSSIBILITY OF SUCH DAMAGES. THE MIND & MATCH PARTIES SHALL BE LIABLE ONLY TO THE EXTENT OF ACTUAL DAMAGES INCURRED BY YOU, NOT TO EXCEED U.S. \$100.

ANY CLAIMS ARISING IN CONNECTION WITH YOUR USE OF THE PLATFORM, SERVICE OR CONTENT MUST BE BROUGHT WITHIN ONE (1) YEAR OF THE DATE OF THE EVENT GIVING RISE TO SUCH ACTION OCCURRED. YOU UNDERSTAND AND AGREE THAT YOUR USE OF THE PLATFORM, SERVICE OR CONTENT IS PREDICATED UPON YOUR WAIVER OF ANY RIGHT TO PARTICIPATE IN A CLASS ACTION SUIT FOR ANY LOSSES OR DAMAGES RESULTING FROM YOUR USE OF THE PLATFORM, SERVICE OR CONTENT.

SOME JURISDICTIONS DO NOT ALLOW THE EXCLUSION OF CERTAIN WARRANTIES OR THE LIMITATION OR EXCLUSION OF LIABILITY FOR INCIDENTAL OR CONSEQUENTIAL DAMAGES. TO THE EXTENT THAT WE MAY NOT DISCLAIM ANY IMPLIED WARRANTY OR LIMIT ITS LIABILITIES, THE SCOPE AND DURATION OF SUCH WARRANTY AND THE EXTENT OF OUR LIABILITY WILL BE THE MINIMUM PERMITTED UNDER APPLICABLE LAW.

Indemnification

You agree to defend, indemnify, and hold the Mind & Match Parties and any Third Party offering products or services through the Service, including the Providers, harmless from and against any and all suits, actions, claims, proceedings, damages, settlements, judgments, injuries, liabilities, obligations, losses, risks, costs, and expenses (including, without limitation, attorneys' fees and litigation expenses) relating to or arising from your use of the Service, your fraud, violation of law, or willful misconduct, any breach by you of these Terms and Conditions or your violation of any rights of any other person or entity. We reserve the right to control the defense of any claim by a third party for which we are entitled to indemnification, and you agree to provide us with such cooperation as is reasonably requested by us.

Notices

Any notices to you from Mind & Match regarding the Service or this Agreement may be made by email, a posted notice on the Service, or regular mail, in the sole discretion of Mind & Match.

Electronic Communications

When you access or use the Service or send emails to us or the Providers, you are communicating with us and the Providers electronically. You consent to receive communications from us and the Providers electronically. We will communicate with you via email or through the Service. You agree that all agreements, notices, disclosures and other communications that we provide to you electronically satisfy any legal requirement that such communications be in writing. You further agree that any notices provided by us electronically are deemed to be given and received on the date we transmit any such electronic communication as described in these Terms and Conditions.

Entire Agreement

This Agreement and any other agreements Mind & Match may post on the Service or that you and Mind & Match may execute from to time constitute the entire agreement between Mind & Match and you in connection with your use of the Service and supersede any prior agreements between Mind & Match and you regarding use of the Service, including prior versions of this Agreement.

Binding Arbitration / Class Waiver

YOU EXPRESSLY AGREE THAT ANY LEGAL CLAIM, DISPUTE OR OTHER CONTROVERSY BETWEEN YOU AND MIND & MATCH OR YOU AND ANY OF THE MIND & MATCH PARTIES OR ANY PROVIDER ARISING OUT OF OR OTHERWISE RELATING IN ANY WAY TO MIND & MATCH, THE PLATFORM, THE CONTENT OR THE SERVICE, OR ANY OTHER MIND & MATCH GOODS, SERVICES OR ADVERTISING, INCLUDING CONTROVERSIES RELATING TO THE APPLICABILITY, ENFORCEABILITY OR VALIDITY OF ANY PROVISION OF THIS AGREEMENT (COLLECTIVELY "DISPUTES"), SHALL BE RESOLVED IN CONFIDENTIAL BINDING ARBITRATION CONDUCTED BEFORE ONE COMMERCIAL ARBITRATOR FROM THE AMERICAN ARBITRATION ASSOCIATION ("AAA"), RATHER THAN IN A COURT, AS DESCRIBED HEREIN. THE ARBITRATION WILL BE GOVERNED BY THE AAA'S COMMERCIAL ARBITRATION RULES AND, IF THE ARBITRATOR DEEMS THEM APPLICABLE, THE SUPPLEMENTARY PROCEDURES FOR CONSUMER RELATED

DISPUTES (COLLECTIVELY “RULES AND PROCEDURES”). YOU ACKNOWLEDGE THAT YOU ARE VOLUNTARILY AND KNOWINGLY FORFEITING YOUR RIGHT TO A TRIAL BY JURY AND TO OTHERWISE PROCEED IN A LAWSUIT IN STATE OR FEDERAL COURT, EXCEPT AS EXPRESSLY PROVIDED HEREIN.

Arbitration is more informal than a lawsuit in court. Arbitration uses a neutral arbitrator instead of a judge or jury, and court review of an arbitration award is very limited. However, an arbitrator can award the same damages and relief on an individual basis that a court can award to an individual.

Payment of arbitration costs will be governed by the AAA’s fee schedule, unless you are able to show that your portion will be prohibitive as compared to litigation costs, in which case Mind & Match will pay as much of your arbitration costs as the arbitrator deems necessary to prevent the arbitration from being cost-prohibitive as compared to litigation costs. Mind & Match also reserves the right in its sole and exclusive discretion to assume responsibility for all arbitration costs imposed by the AAA. Each party agrees to pay its own attorneys’ fees and expenses unless there is a governing statutory provision that requires the prevailing party to be paid attorneys’ fees and expenses.

The arbitration shall be conducted in Boston, Massachusetts, except that, in the event Boston, Massachusetts is not within 100 miles of your residence, the arbitration may be conducted within 100 miles of your residence, unless the parties agree otherwise in writing. The arbitrator’s award shall be final and binding on all parties and may be entered as a judgment in any court of competent jurisdiction.

For more information on AAA, its Rules and Procedures, and how to file an arbitration claim, you may call AAA at 800-778-7879 or visit the AAA website at www.adr.org.

Notwithstanding anything to the contrary herein, to the extent the Dispute arises from: (a) a violation of either party’s intellectual property rights in any manner; (b) any claim related to, or arising from, allegations of theft, piracy, unauthorized use or a violation of the Computer Fraud and Abuse Act; and/or (c) any claim for equitable relief; then you and Mind & Match agree that a party may seek injunctive remedies (or an equivalent type of urgent legal relief) in a state or federal court in Boston, Massachusetts, and both parties agree to submit to the personal jurisdiction of such courts in connection with such proceedings. In addition to the foregoing, either party may assert an individual action in small claims court for Disputes that are within the scope of such court’s jurisdiction in lieu of arbitration as long as such action remains in such court and advances only on an individual (non-class, non-representative) basis.

ALL DISPUTES SUBJECT TO ARBITRATION UNDER THIS AGREEMENT MUST BE ARBITRATED ON AN INDIVIDUAL BASIS AND NOT ON A CLASS, COLLECTIVE OR REPRESENTATIVE BASIS. NO PARTY MAY BRING ANY CLAIM SUBJECT TO ARBITRATION PURSUANT TO THIS AGREEMENT AS A PRIVATE ATTORNEY GENERAL, IN A REPRESENTATIVE CAPACITY, OR AS A PLAINTIFF OR CLASS MEMBER IN ANY PURPORTED CLASS PROCEEDING. THE CLAIMS OF MORE THAN ONE CUSTOMER OR USER CANNOT BE JOINED OR CONSOLIDATED WITH THOSE

OF ANY OTHER CUSTOMER OR USER. NO ARBITRATION SHALL BE CONSOLIDATED OR JOINED WITH ANY OTHER ARBITRATION. THE ARBITRATOR MAY AWARD RELIEF (INCLUDING MONETARY, INJUNCTIVE, AND DECLARATORY RELIEF) ONLY IN FAVOR OF THE INDIVIDUAL PARTY SEEKING RELIEF AND ONLY TO THE EXTENT NECESSARY TO PROVIDE RELIEF NECESSITATED BY THAT PARTY'S INDIVIDUAL CLAIM(S). If a decision is issued stating that applicable law precludes enforcement of any of this paragraph's limitations as to a particular claim or request for relief, then such claim or request for relief (and only that claim or request for relief) shall be severed from the arbitration and may be brought exclusively in the state or federal courts located in Boston, Massachusetts, subject to the parties' respective rights to appeal the decision. All other claims or requests for relief shall be arbitrated. The parties agree that any claims or requests for relief that are severed from an arbitration may not proceed in litigation and shall be stayed until all claims between the parties remaining in arbitration are finally resolved. The parties agree to submit to the personal jurisdiction of the federal and state courts located in Boston, Massachusetts for purposes of resolving any claims or requests for relief severed from arbitration pursuant to this paragraph.

You can opt out of the provisions of this Agreement that require the arbitration of Disputes within 30 days of the date that you first agree to any version of this Agreement that requires arbitration of disputes with Mind & Match. To opt out, you must send your name, residence address, and email address together with a clear statement that you want to opt out of the requirement to arbitrate disputes with Mind & Match to: 867 Boylston Street, 5th Floor #1582, Boston, Massachusetts 02116.

Before you commence arbitration of a Dispute, you must provide us with a written Notice of Dispute that includes your name, residence address, username (if applicable) and email address associated with your User account (if applicable), a detailed description of the Dispute, and the relief you seek. Before we commence arbitration of a Dispute against you, we will provide a written Notice of Dispute to you with a detailed description of the Dispute and the relief we seek. Any Notice of Dispute you send to us should be mailed to 867 Boylston Street, 5th Floor #1582, Boston, Massachusetts 02116. If we are unable to resolve a Dispute within 30 days after the applicable Notice of Dispute is received, either party may commence arbitration. Notwithstanding anything to the contrary in this Agreement, if we make any future material modification to any provisions of this Agreement that govern the arbitration or resolution of Disputes, such changes will not apply to any Dispute between you and us for which either party had previously provided a written Notice of Dispute to the other in accordance with this paragraph. Further, if we make any future material changes to the provisions of this Agreement that govern the arbitration or resolution of Disputes, you may reject such changes by sending a written notice of your rejection decision to us at 867 Boylston Street, 5th Floor #1582, Boston, Massachusetts 02116 within 30 days of the effective date of such modifications.

Governing Law; Venue; Severability of Provisions

This Service is controlled and operated by Mind & Match from our offices within Massachusetts. Those who choose to access the Service from other locations do so on their own initiative and

are responsible for compliance with local laws, if and to the extent applicable. Access to the Service from jurisdictions where the contents of the Service are illegal or penalized is prohibited.

The validity, interpretation, construction, and performance of this Agreement will be governed by the Federal Arbitration Act and the laws of the State of Massachusetts, without regard to any conflicts of law provisions.

All parts of this Agreement apply to the maximum extent permitted by law. Our failure to enforce any provision of this Agreement will not constitute a waiver of such right. We both agree that if we cannot enforce a part of this Agreement as written, then that part will be replaced with terms that most closely match the intent of the unenforceable part to the extent permitted by law. Except as otherwise provided in this Agreement, the invalidity of part of this Agreement will not affect the validity and enforceability of the remaining provisions. The section headings are for convenience and do not have any force or effect.

No Agency Relationship

Neither this Agreement, nor any Content, materials or features of the Service create any partnership, joint venture, employment, or other agency relationship between you and Mind & Match or the Providers. You may not enter into any contract on our behalf or bind us in any way.

Assignment

You may not assign any of your rights under this Agreement, and any such attempt will be null and void. Mind & Match may, in its sole discretion, transfer, without further consent or notification, all contractual rights and obligations pursuant to this Agreement to any affiliate of Mind & Match or to another third party in the event that some or all of the business of Mind & Match is transferred to such other third party by way of merger, sale of its assets or otherwise.

Third-Party Beneficiaries

Any use of third-party software provided in connection with the Service, or any third-party product or service accessed or used in connection with the Service, will be governed by the applicable third party's license or terms of use, and not by this Agreement. In addition to this Agreement, your use of the Service must comply with all applicable third party terms of agreement.

Except for the foregoing or as otherwise specifically set forth in this Agreement, including with respect to the indemnification obligations contained herein in favor of the Mind & Match Parties and the Providers and the agreement to arbitration, we hereby expressly agree that there is no intent by either party to create or establish third party beneficiary status rights or their equivalent in any other referenced individual, subcontractor or third party, including the Providers, and, except as specifically set forth in this Agreement, that no third party shall have any right to enforce any right or enjoy any benefit that is created or established under this Agreement.

Contacting Us

If you have any questions or concerns about this Agreement, please contact us by email at admin@mindandmatch.com. We will attempt to respond to your questions or concerns promptly after we receive them.

Last Updated: March 26, 2024