

**PLEASE NOTE THAT YOUR USE OF AND ACCESS TO OUR SERVICES (DEFINED BELOW) ARE SUBJECT TO THE FOLLOWING TERMS; IF YOU DO NOT AGREE TO ALL OF THE FOLLOWING, YOU MAY NOT USE OR ACCESS THE SERVICES IN ANY MANNER.**

### **Terms of Use**

Effective date: [ 4-26-25

Welcome to Pleiades. Please read on to learn the rules and restrictions that govern your use of the Pleiades application, our website, and the products and services offered in connection with both, including the Oasis platform (the “Services”). If you have any questions, comments, or concerns regarding these terms or the Services, please contact us at [support@pleiadesmh.com](mailto:support@pleiadesmh.com).

These Terms of Use (the “Terms”) are a binding contract between you and Pleiades Mental Health, Inc. (“Pleiades,” “we” and “us”). You must agree to and accept all of the Terms, or you don’t have the right to use the Services. Your using the Services in any way means that you agree to all of these Terms, and these Terms will remain in effect while you use the Services. These Terms include the provisions in this document, as well as those in the [Privacy Policy](#) and [Copyright Dispute Policy](#).

Unless otherwise agreed by Pleiades, the Services described in these Terms are solely offered within the United States of America, and you may not use the Services if you are located in any other country.

### **How do Pleiades Services Work?**

Pleiades Services provide you with the ability to engage in real-time counseling sessions with licensed therapists, including but not limited to, psychologists, clinical counselors, marriage and family therapists (“Counselors,” and the sessions with them, “Counseling Sessions”).

You are responsible for choosing your own Counselor. Pleiades makes reasonable efforts to ensure that Counselors only participate in the Services if they hold all active licenses required by law to provide the applicable advice each is approved to provide on the Services. Note that Pleiades (a) does not recommend or endorse any specific Counselor and (b) does not make any representations or warranties with respect to these Counselors or the quality of the Counseling Sessions they may provide.

Pleiades itself does not offer, and the Services do not constitute, medical or healthcare advice or services and no physician-patient relationship with Pleiades or any of its employees, officers, or agents is created or implied by you accessing or using the Service.

You should always seek the advice of a physician or other qualified healthcare provider who you personally know before starting, stopping, or modifying any treatment or medication.

In addition to Counseling Sessions, users may access the Oasis platform, which provides tools for creativity, wellness, and community engagement. Features include but are not limited to (1) access to art hubs, animation labs, music studios, and other creative tools; (2) personalized workout and yoga plans, menu and recipe creations, healing games, mood tracking, and journaling; (3) virtual reality environments and customizable soundscapes for relaxation or study; and (4) options to participate in curated group activities, global mood mosaics, and interactive storytelling.

The Oasis platform provides tools for fitness, mental wellness, and relaxation, including workout plans, yoga guidance, mood tracking, and immersive soundscapes. These tools are for informational and entertainment purposes only and are not substitutes for professional medical advice, diagnosis, or treatment.

### **Will these Terms ever change?**

We are constantly trying to improve our Services, so these Terms may need to change along with the Services. We reserve the right to change the Terms at any time, but if we do, we will bring it to your attention by placing a notice on the Pleiades website, by sending you an email, and/or by some other means.

If you don't agree with the new Terms, you are free to reject them; unfortunately, that means you will no longer be able to use the Services. If you use the Services in any way after a change to the Terms is effective, that means you agree to all of the changes.

Except for changes by us as described here, no other amendment or modification of these Terms will be effective unless in writing and signed by both you and us.

### **What about my privacy?**

Pleiades takes the privacy of its users very seriously. For the current Pleiades Privacy Policy, please click here <https://pleiadesmh.com/mainwebsite/legal/privacy.html>.

Pleiades may collect certain personal information to facilitate its Services, including user account details such as, but not limited to, location, date of birth, contact information, and creative content User Submissions to Oasis. We use reasonable efforts to implement industry standard security measures designed to process and store your data securely.

The Children's Online Privacy Protection Act ("COPPA") requires that online service providers obtain parental consent before they knowingly collect personally identifiable information online from children who are under 13. We do not knowingly collect or solicit personally identifiable information from children under 13; if you are a child under 13, please do not attempt to register for the Services or send any personal information about yourself to us. If we learn we have collected personal information from a child under 13, we will delete that information as quickly as possible. If you believe that a child under 13 may have provided us personal information, please contact us at [support@pleiadesmh.com](mailto:support@pleiadesmh.com).

### **Health Insurance Portability & Accountability Act**

Some Counselors (defined below) you may interact with on the Services qualify as "health care providers" under the Health Insurance Portability & Accountability Act ("HIPAA" and "Health Care Providers," respectively). To the extent Health Care Providers' communications with you are "protected health information" (as that term is defined by HIPAA), Pleiades will maintain the privacy of such content as we are required to by HIPAA, as a "business associate" of the applicable Health Care Provider. Counselors may require you to review and acknowledge their specific HIPAA Notice of Privacy Practices; any such terms are between you and the applicable Counselor. We encourage you to review our Privacy Policy, which provides additional information on how Pleiades may use your Content and any communications between you and your Counselor.

### **What are the basics of using Pleiades's Services?**

You will be required to sign up for an account, and select a password and user name ("Pleiades User ID"). You promise to provide us with accurate, complete, and updated registration information about yourself. You may not select as your Pleiades User ID a name that you don't have the right to use, or another person's name with the intent to impersonate that person. You may not transfer your account to anyone else without our prior written permission.

You represent and warrant that you are an individual of legal age to form a binding contract. If you're agreeing to these Terms on behalf of an organization or entity, you represent and warrant that you are authorized to agree to these Terms on that organization or entity's behalf and bind them to these Terms (in which case, the references to "you" and "your" in these Terms, except for in this sentence, refer to that organization or entity).

You will only use the Services for your own personal, non-commercial use, and not on behalf of or for the benefit of any third party, and only in a manner that complies with all laws that apply to you. If your use of the Services is prohibited by applicable laws, then you aren't authorized to use the Services. We can't and won't be responsible for your using the Services in a way that breaks the law.

You will not share your account or password with anyone, and you must protect the security of your account and your password. You're responsible for any activity associated with your account.

### **What Our Services Cannot Do.**

#### **You understand that Pleiades Services Are Not a Substitute for Emergency Services.\_**

PLEIADES SHOULD NEVER BE USED AS A SUBSTITUTE FOR EMERGENCY CARE. IF YOU HAVE A MEDICAL OR MENTAL HEALTH EMERGENCY, ARE THINKING ABOUT SUICIDE OR TAKING ACTIONS THAT MAY CAUSE HARM TO YOU OR TO OTHERS, YOU SHOULD SEEK EMERGENCY TREATMENT AT THE NEAREST EMERGENCY ROOM OR DIAL 911. You acknowledge and understand that Counselors are only providing limited, non-emergency services and are not a substitute for seeking the advice of your primary care physician or other qualified healthcare professional. You acknowledge and understand that you should never delay seeking treatment from your primary care physician or other qualified healthcare professional if advised by a Counselor.

THE PLATFORM IS NOT INTENDED FOR THE PROVISION OF CLINICAL DIAGNOSIS REQUIRING AN IN-PERSON EVALUATION AND YOU SHOULD NOT USE IT IF YOU NEED ANY OFFICIAL DOCUMENTATION OR APPROVALS FOR PURPOSES SUCH AS, BUT NOT LIMITED TO, COURT-ORDERED THERAPY OR EMOTIONAL SERVICE DOG CERTIFICATION. IT IS ALSO NOT INTENDED FOR ANY INFORMATION REGARDING WHICH DRUGS OR MEDICAL TREATMENT MAY BE APPROPRIATE FOR YOU, AND YOU SHOULD DISREGARD ANY SUCH ADVICE IF DELIVERED THROUGH THE PLATFORM.

#### **Your use of the Services is subject to the following additional restrictions:**

You represent, warrant, and agree that you will not contribute any Content or User Submission (each of those terms is defined below) or otherwise use the Services or interact with the Services in a manner that:

- (a) Infringes or violates the intellectual property rights or any other rights of anyone else (including Pleiades);
- (b) Violates any law or regulation, including any applicable export control laws;
- (c) Is harmful, fraudulent, deceptive, threatening, harassing, defamatory, obscene, or otherwise objectionable;
- (d) Jeopardizes the security of your Pleiades account or anyone else's (such as allowing someone else to log in to the Services as you);
- (e) Attempts, in any manner, to obtain the password, account, or other security information from any other user;
- (f) Violates the security of any computer network, or cracks any passwords or security encryption codes;
- (g) Runs Mail list, Listserv, any form of auto-responder or "spam" on the Services, or any processes that run or are activated while you are not logged into the Services, or that otherwise interfere with the proper working of the Services (including by placing an unreasonable load on the Services' infrastructure);
- (h) "Crawls," "scrapes," or "spiders" any page, data, or portion of or relating to the Services or Content (through use of manual or automated means);
- (i) Copies or stores any significant portion of the Content;
- (j) Decompiles, reverse engineers, or otherwise attempts to obtain the source code or underlying ideas or information of or relating to the Services.

A violation of any of the foregoing is grounds for termination of your right to use or access the Services.

### **What about moderation on the Oasis platform?**

You agree not to post or share content on the Oasis platform that is fraudulent, harmful, or otherwise violates these Terms. We reserve the right to moderate, review, or remove content that we believe violate these Terms of Use, community guidelines, or applicable laws. This includes content deemed harmful, fraudulent, defamatory, or inappropriate for a public forum. Moderation may be conducted through automated tools or manual review. You acknowledge that certain Oasis community features may be curated, with content manually approved before publication.

While we employ reasonable measures to maintain a safe and respectful platform, we are not liable for the accuracy, reliability, or legality of user-generated content that has not been flagged or moderated. Users acknowledge that participation in the Oasis community feature is at their own discretion and risk.

Users are encouraged to report any inappropriate or harmful content directly to Pleiades through designated reporting tools, such as by emailing Pleiades at [support@pleiades.com](mailto:support@pleiades.com). Pleiades will work hard to take appropriate action to investigate and address reported content in accordance with these Terms of Use and applicable laws.

### **What are my rights in Pleiades's Services?**

The materials displayed or performed or available on or through the Services, including, but not limited to, text, graphics, data, articles, photos, images, illustrations, User Submissions, and so forth (all of the foregoing, the "Content") are protected by copyright and/or other intellectual property laws. You promise to abide by all copyright notices, trademark rules, information, and restrictions contained in any Content you access through the Services, and you won't use, copy, reproduce, modify, translate, publish, broadcast, transmit, distribute, perform, upload, display, license, sell or otherwise exploit for any purpose any Content not owned by you, (i) without the prior consent of the owner of that Content or (ii) in a way that violates someone else's (including Pleiades's) rights.

You understand that Pleiades owns the Services. You won't modify, publish, transmit, participate in the transfer or sale of, reproduce (except as expressly provided in this Section), create derivative works based on, or otherwise exploit any of the Services.

The Services may allow you to copy or download certain Content; please remember that just because this functionality exists, doesn't mean that all the restrictions above don't apply – they do!

### **Do I have to grant any licenses to Pleiades or to other users?**

Anything you post, upload, share, store, or otherwise provide through the Services is your "User Submission." Some User Submissions are viewable by other users. In order to display your User Submissions on the Services, and to allow other users to view them (where applicable), you grant us certain rights in those User Submissions. Please note that all of the following licenses are subject to our [Privacy Policy](#) to the extent they relate to User Submissions that are also your personally-identifiable information.

For all User Submissions, you hereby grant Pleiades a license to translate, modify (for technical purposes, for example making sure your content is viewable on an iPhone as well as a computer) and reproduce and otherwise act with respect to such User Submissions, in each case to enable us to operate the Services, as described in more detail below. This is a license only – your ownership in User Submissions is not affected.

If you store a User Submission in your own personal Pleiades account, in a manner that is not viewable by any other user except you (a "Personal User Submission"), you grant Pleiades the license above, as

well as a license to display, perform, and distribute your Personal User Submission for the sole purpose of making that Personal User Submission accessible to you and providing the Services necessary to do so.

If you share a User Submission only in a manner that only certain specified users can view (for example, a private message from you to a Counselor) (a “Limited Audience User Submission”), then you grant Pleiades the licenses above, as well as a license to display, perform, and distribute your Limited Audience User Submission for the sole purpose of making that Limited Audience User Submission accessible to such other specified users, and providing the Services necessary to do so. Also, you grant such other specified users a license to access that Limited Audience User Submission, and to use and exercise all rights in it, as permitted by the functionality of the Services.

If you share a User Submission publicly on the Services and/or in a manner that more than just you or certain specified users can view (such as reviewing a Counseling Session, or posting public Content on Oasis) or if you provide us (in a direct email or otherwise) with any feedback, suggestions, improvements, enhancements, and/or feature requests relating to the Services (each of the foregoing, a “Public User Submission”), then you grant Pleiades the licenses above, as well as a license to display, perform, and distribute your Public User Submission for the purpose of making that Public User Submission accessible to all Pleiades users and providing the Services necessary to do so, as well as all other rights necessary to use and exercise all rights in that Public User Submission in connection with the Services and/or otherwise in connection with Pleiades’s business for any purpose, provided that Pleiades will try to notify you if it uses your Public User Submission for any reason other than displaying it on the Services. Also, you grant all other users of the Services a license to access that Public User Submission, and to use and exercise all rights in it, as permitted by the functionality of the Services. Please be aware that your Public User Submissions, including those on Oasis are not deemed “protected health information” under HIPAA. You agree that the licenses you grant are royalty-free, perpetual, sub-licensable, irrevocable, and worldwide, provided that when you delete your Pleiades account, we will stop displaying your User Submissions (other than Public User Submissions, which may remain fully available) to other users (if applicable), but you understand and agree that it may not be possible to completely delete that content from Pleiades’s records, and that your User Submissions may remain viewable elsewhere to the extent that they were copied or stored by other users.

Finally, you understand and agree that Pleiades, in performing the required technical steps to provide the Services to our users (including you), may need to make changes to your User Submissions to conform and adapt those User Submissions to the technical requirements of connection networks, devices, services, or media, and the foregoing licenses include the rights to do so.

### **How long will Pleiades store my Content?**

Certain Counselors may be required by law to retain health records they create in connection with the Services for a certain period of time. However, Pleiades is not a health care provider, and such obligations do not apply directly to it, and Pleiades cannot prevent any Counselor from deleting or modifying any of its own records on the Services. You agree that Pleiades has no responsibility or liability for the deletion or failure to store any data or other content maintained or posted to the Service.

We will use reasonable efforts to store and protect Content created using Oasis features, such as creative works and activity logs, using industry standard security measures designed to store your data securely. Content will be stored under the user's profile and accessible until the account, or the Content, is deleted. Content flagged for deletion will be retained only as required by law or for moderation purposes.

### **What if I see something on the Services that infringes my copyright?**

You may have heard of the Digital Millennium Copyright Act (the “DMCA”), as it relates to online service providers, like Pleiades, being asked to remove material that allegedly violates someone’s copyright. We respect others’ intellectual property rights, and we reserve the right to delete or disable Content alleged to be infringing, and to terminate the accounts of repeat alleged infringers; to review our

complete Copyright Dispute Policy and learn how to report potentially infringing content, click here: <https://pleiadesmh.com/mainwebsite/legal/copyright.html> To learn more about the DMCA, click [here](#).

### **Who is responsible for what I see and do on the Services?**

Any information or content publicly posted or privately transmitted through the Services is the sole responsibility of the person from whom such Content originated, and you access all such information and content at your own risk, and Pleiades is not liable for any errors or omissions in that information or content or for any damages or loss you might suffer in connection with it. We cannot control and have no duty to take any action regarding how you may interpret and use the Content or what actions you may take as a result of having been exposed to the Content, and you hereby release us from all liability for you having acquired or not acquired Content through the Services. We can't guarantee the identity of any users with whom you interact in using the Services and are not responsible for which users gain access to the Services.

You are responsible for all Content you contribute, in any manner, to the Services, and you represent and warrant you have all rights necessary to do so, in the manner in which you contribute it. You will keep all your registration information accurate and current. You are responsible for all your activity in connection with the Services.

The Services may contain links or connections to third party websites or services that are not owned or controlled by Pleiades and Pleiades assumes no responsibility for the content, accuracy, privacy policies, or practices of or opinions expressed in any such website or service (including any Counselor). When you access third party websites or use third party services, including the Counseling Sessions you receive from Counselors, you accept that there are risks in doing so, and that Pleiades is not responsible for such risks and Pleiades will not and cannot monitor, verify, censor or edit the content you encounter. We encourage you to be aware when you leave the Services and to read the terms and conditions and privacy policy of each third party website or service that you visit or utilize. By using the Services, you release and hold Pleiades harmless from any and all liability arising from your use of any third party website or service (including any service provided by a Counselor).

Your interactions with organizations and/or individuals found on or through the Services, including payment and delivery of goods or services, and any other terms, conditions, warranties or representations associated with such dealings, are solely between you and such organizations and/or individuals. You should make whatever investigation you feel necessary or appropriate before proceeding with any online or offline transaction with any of these third parties. You agree that Pleiades shall not be responsible or liable for any loss or damage of any sort incurred as the result of any such dealings.

If there is a dispute between participants on this site, or between users and any third party, you agree that Pleiades is under no obligation to become involved. In the event that you have a dispute with one or more other users, you release Pleiades, its officers, employees, agents, and successors from claims, demands, and damages of every kind or nature, known or unknown, suspected or unsuspected, disclosed or undisclosed, arising out of or in any way related to such disputes and/or our Services. If you are a California resident, you shall and hereby do waive California Civil Code Section 1542, which says: "A general release does not extend to claims which the creditor does not know or suspect to exist in his or her favor at the time of executing the release, which, if known by him or her must have materially affected his or her settlement with the debtor."

### **Will Pleiades ever change the Services?**

We're always trying to improve the Services, so they may change over time. We may suspend or discontinue any part of the Services, or we may introduce new features or impose limits on certain features or restrict access to parts or all of the Services. We'll try to give you notice when we make a material change to the Services that would adversely affect you, but this isn't always practical. Similarly,

we reserve the right to remove any Content from the Services at any time, for any reason (including, but not limited to, if someone alleges you contributed that Content in violation of these Terms), in our sole discretion, and without notice.

### **Does Pleiades cost anything?**

The fee for each Counseling Session (“Counseling Fee”) will be explicitly stated prior to your initiating the applicable Counseling Session, and you are required to pay such Counseling Fee, as well as all applicable fees, as described on the Services. Counselors may offer the option for you to purchase multiple Counseling Sessions with such Counselor for a discounted price (such sessions, “Bundled Sessions” and such discounted price, “Bundled Session Price”). You may only use the Bundled Sessions with the specific Counselor from whom you purchased such sessions. If you are dissatisfied with a Counselor or choose to cancel your account before using all of your Bundled Sessions, you must contact the Counselor directly to request a refund. The Platform does not manage or issue refunds on behalf of Counselors and disclaims all responsibility for unused or partially used Bundled Sessions.

Unless otherwise specified, the following terms apply to all purchases.

- a. **Payment Method.** Pleiades does not directly process or collect payments for counseling sessions. However, as a convenience, you may choose to use a third-party payment processor (e.g., Stripe) (the “Payment Processor”) to submit co-payments to your Counselor through a payment account, such as a bank account or debit or credit card, linked to your account on the Services (your “Billing Account”). Use of this payment feature is entirely optional. Counselors and clients may also make payment arrangements outside the Platform if preferred.

If you choose to use the Payment Processor, you acknowledge that any such transaction is governed by the terms, conditions, and privacy policies of the Payment Processor, and not the Platform. We do not control, manage, or assume liability for any aspect of these transactions, including errors, delays, or disputes arising from payment processing.

If you choose to pay through the Payment Processor, you agree to:

- Provide current, complete, and accurate billing information;
- Ensure that your selected payment method (e.g., credit or debit card, bank account) has sufficient funds or credit available;
- Promptly update any changes to your billing information, such as expiration dates, billing addresses, or lost/stolen cards.

You are solely responsible for any fees associated with declined or failed transactions, including those imposed by your bank or card issuer.

- b. **Insurance Coverage.** While Pleiades does not collect or distribute payments on behalf of counselors, we do assist with the submission of insurance claims through third-party clearinghouses such as Availity, on behalf of Counselors who opt to bill insurance for Counseling Sessions. Our role is limited to facilitating claim submission; we are not involved in the processing, approval, or payment of claims, and we do not manage communications with insurance payers.

You acknowledge that submission of a claim does not guarantee coverage or reimbursement. Any reimbursement decisions are made solely by the applicable insurance provider. If you have questions regarding coverage, co-pays, deductibles, or out-of-pocket costs, please contact your insurance provider directly.

Pleiades does not provide estimates of patient responsibility, determine eligibility, or resolve disputes between Users, Counselors, or insurers. All financial arrangements related to insurance billing and reimbursement remain solely between you and your Counselor.

### **What if I want to stop using Pleiades's Services?**

You're free to do that at any time, by contacting us at [support@pleiades.com](mailto:support@pleiades.com); please refer to our [Privacy Policy](#), as well as the licenses above, to understand how we treat information you provide to us after you have stopped using our Services.

Pleiades is also free to terminate (or suspend access to) your use of the Services or your account, for any reason in our discretion, including if we determine that you have breached these Terms. Pleiades has the sole right to decide whether you are in violation of these Terms.

Account termination may result in destruction of any Content associated with your account, so keep that in mind before you decide to terminate your account. We will try to provide advance notice to you prior to our terminating your account so that you are able to retrieve any important User Submissions you may have stored in your account (to the extent allowed by law and these Terms), but we may not do so if we determine it would be impractical, illegal, not in the interest of someone's safety or security, or otherwise harmful to the rights or property of Pleiades.

If you have deleted your account by mistake, contact us immediately at [support@pleiadesmh.com](mailto:support@pleiadesmh.com) – we will try to help, but unfortunately, we can't promise that we can recover or restore anything.

Provisions that, by their nature, should survive termination of these Terms shall survive termination. By way of example, all of the following will survive termination: any obligation you have to pay us or indemnify us, any limitations on our liability, any terms regarding ownership or intellectual property rights, and terms regarding disputes between us.

### **I use the Pleiades App available via the Apple App Store – should I know anything about that?**

These Terms apply to your use of all the Services, including the iOS applications available via the Apple, Inc. ("Apple") App Store (the "Application"), but the following additional terms also apply to the Application:

- (a) Both you and Pleiades acknowledge that the Terms are concluded between you and Pleiades only, and not with Apple, and that Apple is not responsible for the Application or the Content;
- (b) The Application is licensed to you on a limited, non-exclusive, non-transferrable, non-sublicensable basis, solely to be used in connection with the Services for your private, personal, non-commercial use, subject to all the terms and conditions of these Terms as they are applicable to the Services;
- (c) You will only use the Application in connection with an Apple device that you own or control;
- (d) You acknowledge and agree that Apple has no obligation whatsoever to furnish any maintenance and support services with respect to the Application;
- (e) In the event of any failure of the Application to conform to any applicable warranty, including those implied by law, you may notify Apple of such failure; upon notification, Apple's sole warranty obligation to you will be to refund to you the purchase price, if any, of the Application;

- (f) You acknowledge and agree that Pleiades, and not Apple, is responsible for addressing any claims you or any third party may have in relation to the Application;
- (g) You acknowledge and agree that, in the event of any third party claim that the Application or your possession and use of the Application infringes that third party's intellectual property rights, Pleiades, and not Apple, will be responsible for the investigation, defense, settlement and discharge of any such infringement claim;
- (h) You represent and warrant that you are not located in a country subject to a U.S. Government embargo, or that has been designated by the U.S. Government as a "terrorist supporting" country, and that you are not listed on any U.S. Government list of prohibited or restricted parties;
- (i) Both you and Pleiades acknowledge and agree that, in your use of the Application, you will comply with any applicable third party terms of agreement which may affect or be affected by such use; and
- (j) Both you and Pleiades acknowledge and agree that Apple and Apple's subsidiaries are third party beneficiaries of these Terms, and that upon your acceptance of these Terms, Apple will have the right (and will be deemed to have accepted the right) to enforce these Terms against you as the third party beneficiary hereof.

#### **What else do I need to know?**

**Warranty Disclaimer.** Neither Pleiades nor its licensors or suppliers makes any representations or warranties concerning any content contained in or accessed through the Services, and we will not be responsible or liable for the accuracy, copyright compliance, legality, or decency of material contained in or accessed through the Services. We make no representations or warranties with respect to professional qualifications, expertise, or quality of work and in no event shall we be liable to you for any decision made or action taken in reliance on any content available through the Services. We (and our licensors and suppliers) make no representations or warranties regarding suggestions or recommendations of services or products offered or purchased through the Services (including Counseling Sessions). Products and services purchased or offered (whether or not following such recommendations and suggestions) through the Services are provided "AS IS" and without any warranty of any kind from Pleiades. THE SERVICES AND CONTENT ARE PROVIDED BY PLEIADES (AND ITS LICENSORS AND SUPPLIERS) ON AN "AS-IS" BASIS, WITHOUT WARRANTIES OF ANY KIND, EITHER EXPRESS OR IMPLIED, INCLUDING, WITHOUT LIMITATION, IMPLIED WARRANTIES OF MERCHANTABILITY, FITNESS FOR A PARTICULAR PURPOSE, NON-INFRINGEMENT, OR THAT USE OF THE SERVICES WILL BE UNINTERRUPTED OR ERROR-FREE. SOME STATES DO NOT ALLOW LIMITATIONS ON HOW LONG AN IMPLIED WARRANTY LASTS, SO THE ABOVE LIMITATIONS MAY NOT APPLY TO YOU.

**General Limitation of Liability.** TO THE FULLEST EXTENT ALLOWED BY APPLICABLE LAW, UNDER NO CIRCUMSTANCES AND UNDER NO LEGAL THEORY (INCLUDING, WITHOUT LIMITATION, TORT, CONTRACT, STRICT LIABILITY, OR OTHERWISE) SHALL PLEIADES (OR ITS LICENSORS OR SUPPLIERS) BE LIABLE TO YOU OR TO ANY OTHER PERSON FOR (A) ANY INDIRECT, SPECIAL, INCIDENTAL, OR CONSEQUENTIAL DAMAGES OF ANY KIND, INCLUDING DAMAGES FOR LOST PROFITS, LOSS OF GOODWILL, WORK STOPPAGE, ACCURACY OF RESULTS, OR COMPUTER FAILURE OR MALFUNCTION, OR (B) ANY AMOUNT EXCEEDING \$100 IN TOTAL, OR (C) ANY MATTER BEYOND OUR REASONABLE CONTROL. SOME STATES DO NOT ALLOW THE EXCLUSION OR LIMITATION OF CERTAIN DAMAGES, SO THE ABOVE LIMITATION AND EXCLUSIONS MAY NOT APPLY TO YOU.

*Limitation of Liability for Oasis:* Without limiting anything in the “Warranty Disclaimer” and “General Limitation of Liability” sections above, Pleiades also disclaims any liability for injuries, adverse health outcomes, or emotional distress resulting from the use of the Oasis platform and the accompanying fitness or wellness features. The platform does not guarantee results from any tools or activities. Participation in fitness or wellness activities provided through Oasis, including workout and yoga plans, is entirely at your discretion and risk. Pleiades disclaims liability for injuries or adverse effects resulting from user participation. Users are advised to consult qualified professionals or medical practitioners before undertaking any new physical activity.

*Indemnity.* To the fullest extent allowed by applicable law, you agree to indemnify and hold Pleiades, its affiliates, officers, agents, employees, and partners harmless from and against any and all claims, liabilities, damages (actual and consequential), losses and expenses (including attorneys’ fees) arising from or in any way related to any third party claims relating to (a) your use of the Services (including any actions taken by a third party using your account), and (b) your violation of these Terms.

*Assignment.* You may not assign, delegate or transfer these Terms or your rights or obligations hereunder, or your Services account, in any way (by operation of law or otherwise) without Pleiades’s prior written consent. We may transfer, assign, or delegate these Terms and our rights and obligations without consent.

*Choice of Law; Arbitration.* These Terms are governed by and will be construed under the laws of the State of Colorado, without regard to the conflicts of laws provisions thereof. Any dispute arising from or relating to the subject matter of these Terms shall be finally settled in Boulder County, Colorado, in English, in accordance with the Streamlined Arbitration Rules and Procedures of Judicial Arbitration and Mediation Services, Inc. ("JAMS") then in effect, by one commercial arbitrator with substantial experience in resolving intellectual property and commercial contract disputes, who shall be selected from the appropriate list of JAMS arbitrators in accordance with such Rules. Judgment upon the award rendered by such arbitrator may be entered in any court of competent jurisdiction. Notwithstanding the foregoing obligation to arbitrate disputes, each party shall have the right to pursue injunctive or other equitable relief at any time, from any court of competent jurisdiction. For all purposes of these Terms, the parties consent to exclusive jurisdiction and venue in the state or federal courts located in, respectively, Boulder County, Colorado.

*Miscellaneous.* You will be responsible for paying, withholding, filing, and reporting all taxes, duties, and other governmental assessments associated with your activity in connection with the Services, provided that the Pleiades may, in its sole discretion, do any of the foregoing on your behalf or for itself as it sees fit. The failure of either you or us to exercise, in any way, any right herein shall not be deemed a waiver of any further rights hereunder. If any provision of these Terms is found to be unenforceable or invalid, that provision will be limited or eliminated, to the minimum extent necessary, so that these Terms shall otherwise remain in full force and effect and enforceable. You and Pleiades agree that these Terms are the complete and exclusive statement of the mutual understanding between you and Pleiades, and that it supersedes and cancels all previous written and oral agreements, communications and other understandings relating to the subject matter of these Terms. You hereby acknowledge and agree that you are not an employee, agent, partner, or joint venture of Pleiades, and you do not have any authority of any kind to bind Pleiades in any respect whatsoever. Except as expressly set forth in the section above regarding the Apple Application, you and Pleiades agree there are no third party beneficiaries intended under these Terms.