

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 website, and the products and services offered in connection with both (the “Services”). If you have any questions, comments, or concerns regarding these terms or the Services, please contact us at support@pleiades.com.

These Terms of Use (the “Terms”) are a binding contract between you and Pleiades Mental Health, Inc. (“Pleiades,” “we” and “us”). “You,” “your” or “Counselor” means the individual who is a provider of wellness and/or counseling services (the “Counselor Services”) to end users who use Pleiades to receive wellness and/or counseling services (“Clients”). 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](#).

The obligations set forth in these Terms are in addition to, and not in lieu of, your professional, ethical, and legal obligations as a licensed, registered or certified provider of wellness and/or counseling services (as applicable) and you must comply with all such obligations.

You acknowledge that Pleiades is not a health care provider, licensed or otherwise. Pleiades cannot and will not assume responsibility for or control over (i) the care of any Client, which shall, at all times remain your responsibility or (ii) any other activity that involves the practice of medicine or the provision of wellness or health care services.

You acknowledge and agree that Pleiades is not responsible for (i) the accuracy, reliability, timeliness, or completeness of your information, Clients’ Personal Information, or any other data or information provided or received through the Services, (ii) the results that may be obtained from the use of the Services, or (iii) the provision of your services as a result of your reliance on any Clients’ Personal Information or other data provided by Client, through the Services.

Your use of the Services is at your own risk.

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 Clients with the option to engage in wellness and/or counseling sessions with you. You are a licensed therapist, including but not limited to, a psychologist, clinical counselor, marriage or family therapist (“Counselors,” and such sessions, “Counseling Sessions”).

Pleiades (a) does not recommend or endorse any specific Counselor and (b) does not make any representations or warranties with respect to the Counselors or the quality of the Counseling Sessions you may provide.

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

In connection with a Counseling Session, Clients may authorize you to have access to Clients' medical history and other personal information ("Clients' Personal Information"). You acknowledge, agree, release and indemnify Pleiades from all claims and liability arising out of your interaction with any Client, including your failure to perform the Counseling Services, the quality of your Counseling Services, and your violation of any laws or professional or ethical obligations in connection with the Counseling Services.

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.

If we determine, in our sole discretion, that you have violated of any of the foregoing, we may terminate your right to use or access the Services.

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>

We do not knowingly collect or solicit, or permit the collection or solicitation by our Counselors, personally identifiable information from children under 13; if you believe that a child under 13 may have provided us or you (via the Services) with personal information, please contact us at support@pleiades.com.

Health Insurance Portability & Accountability Act and state and federal privacy laws

As a Counselor, you may be a “health care provider” pursuant to the Health Insurance Portability & Accountability Act (“HIPAA” and “Health Care Providers,” respectively) and you may also be subject to similar state and/or federal laws. Accordingly, information you collect and communications with Clients may be protected under HIPAA and state and/or federal privacy laws (such information, “PHI”). All Counselors are subject to the Business Associate Agreement (the “BA Agreement”), which is hereby incorporated by reference into these Terms. Pleiades will maintain the privacy of PHI as we are required to by HIPAA (as your “business associate,” as defined under HIPAA) and other laws applicable to us. Notwithstanding anything to the contrary, you must comply with all laws applicable to you and your collection and use of information and you will indemnify and hold Pleiades harmless from your failure to comply with such laws. You may require Clients to review and acknowledge your specific HIPAA Notice of Privacy Practices; any such terms are between you and the Client, but any such notice or agreement must not conflict with these Terms. 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 a Client.

In the event of a conflict between the terms of these Terms and the BA Agreement, the terms of the BA Agreement will prevail with respect to PHI.

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 will also be required to complete an online profile (“Profile”) describing yourself in such form and having such content as Pleiades may request from time-to-time by email or messaging through the Pleiades mobile application (the “App”). You hereby consent to Pleiades posting your Profile and a picture of yourself on the Services. You may not transfer your account to anyone else without our prior written permission, nor permit any third party to use your account (including without limitation use of the account to provide Counseling Services). 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.

To provide the Services, Counselors must sign into their account using the App or website and designate specific time slots during the day when they are available. Clients can then select a Counselor and book any open time slot to create a calendared Counseling Session. You will not be marked available while you are participating in a Counseling Session. Counselors are not required to provide a minimum number of Counseling Sessions to use the Services.

By using the Services, you represent and warrant that:

1. You are an individual of legal age to form a binding contract.
2. 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.

3. You will provide (and maintain) accurate and truthful registration information, including but not limited to your skills, degrees, qualifications, and background, and you will represent yourself accurately and truthfully to Clients and to Pleiades.
4. You will adhere to all applicable federal, state, and local laws and regulations governing your profession, as well as the ethical and professional standards set forth by your licensing or certification body. This includes but is not limited to complying with standards related to client confidentiality, informed consent, record-keeping, and proper handling of professional boundaries. If you no longer meet any of the foregoing applicable requirements to provide wellness and/or counseling services, you will immediately cease to use the Services and will follow established ethical protocols for disengaging with Clients. You acknowledge that your continued use of the Services while failing to meet licensing or ethical standards could cause harm to Clients and expose Pleiades to legal or reputational risks. You agree to indemnify and hold Pleiades harmless from any claims, damages, or liabilities arising from your failure to comply with the foregoing obligations.
5. You will maintain the appropriate level of liability insurance as indicated in your registration information and you agree to name Pleiades as an additional insured. If your level of liability insurance changes, you will notify us immediately or cease to use the Services.
6. You agree to allow Pleiades to perform background checks, which may include a credit report, driving record, criminal record and employment history prior to allowing you to use the Services and acknowledge that Pleiades may use the results of the background check to prohibit your use of the Services.
7. You will provide Counseling Services only for non-emergency matters and issues. For emergencies, you will instruct the Client to immediately call 911 or the local emergency assistance number, or go to the nearest emergency room.
8. If you are not clinically licensed and legally permitted to do so, you agree (i) never to engage in the practice of medicine or enter into a physician/patient relationship with any Client through the Services and (ii) never to prescribe or dispense medicine.

Your profile may be removed and your participation may be terminated without warning if Pleiades believes that you are in breach of any of the foregoing representations and warranties.

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 <https://pleiadesmh.com/mainwebsite/legal/privacy.html> 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 Client) (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. You have no rights in the Clients’ Personal Information maintained by Pleiades other than as is expressly provided hereunder and subject to any agreement you may have with the Client (including, without limitation, any HIPAA Notice of Privacy Practices).

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, 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’ 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.

You agree that the licenses you grant are royalty-free, perpetual, sublicensable, 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’ 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?

You may be required by law to retain health records 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 is not responsible for maintaining such health 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, and you will indemnify and hold Pleiades harmless from any failure to properly

maintain health records. It is the Counselor's responsibility to download necessary records for their own recordkeeping.

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 we aren't 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. When you access third party websites or use third party services 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 us harmless from any and all liability arising from your use of any third party website or service.

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.

How do I get paid for my Counseling Services?

Recurring Billing. Some features of the Services may include an initial period for which there is a one-time charge, followed by recurring charges as agreed to by you. By selecting a recurring billing option, you acknowledge that such Services have both initial and recurring payment components, and you accept responsibility for all recurring charges prior to cancellation. WE MAY SUBMIT PERIODIC PLATFORM FEES (E.G., MONTHLY OR ANNUALLY) TO YOUR SELECTED PAYMENT METHOD, THROUGH OUR PAYMENT PROCESSOR, WITHOUT FURTHER AUTHORIZATION FROM YOU, UNTIL YOU PROVIDE PRIOR NOTICE (RECEIPT OF WHICH IS CONFIRMED BY US) THAT YOU WISH TO TERMINATE OR MODIFY YOUR AUTHORIZATION. SUCH NOTICE WILL NOT AFFECT CHARGES SUBMITTED BEFORE WE REASONABLY COULD ACT. TO TERMINATE OR MODIFY YOUR AUTHORIZATION, OR TO CHANGE YOUR PAYMENT METHOD, PLEASE VISIT YOUR ACCOUNT SETTINGS <https://pleiadesmh.com/TherapistSide/settingsaccount.html>.

Current Information Required. YOU MUST PROVIDE CURRENT, COMPLETE, AND ACCURATE BILLING INFORMATION FOR ANY PLATFORM FEES YOU AGREE TO PAY. This includes promptly updating your billing address, credit card number, or expiration date, and notifying us or the Payment Processor if your payment method is canceled (e.g., due to loss or theft) or if you become aware of a potential breach of security, such as the unauthorized use of your account. CHANGES TO SUCH INFORMATION CAN BE MADE IN YOUR ACCOUNT SETTINGS <LINK>. FAILURE TO MAINTAIN CURRENT BILLING INFORMATION MAY RESULT IN INTERRUPTION OR TERMINATION OF YOUR ACCESS TO PAID PLATFORM FEATURES.

Auto-Renewal for Platform Services. Unless you opt out of auto-renewal through your account settings <https://pleiadesmh.com/TherapistSide/settingsaccount.html>, any recurring subscription services or platform access fees you have selected will automatically renew for successive terms of the same duration at the then-current, non-promotional rate. To change or cancel your subscription, visit your account settings <https://pleiadesmh.com/TherapistSide/settingsaccount.html>. If you cancel, you may continue using your subscription until the end of your current term; however, no prorated refunds will be issued for early termination. If you do not want to continue incurring recurring charges, you must cancel your subscription or terminate your Counselor account prior to the next billing cycle.

Reaffirmation of Authorization. Your continued use of any recurring Paid Services confirms your authorization for us to charge your selected Payment Method for applicable fees. This includes any subscription fees related to your Counselor account or optional platform tools. This does not waive our right to pursue payment directly from you for any unpaid amounts.

Counseling Session Fees. You may offer your Counseling Services for a fee determined at your discretion (“Counseling Fee”). You may choose to receive co-payment from Clients through a third-party Payment Processor integrated with the Platform (e.g., Stripe), or you may arrange all payments independently outside the Platform. Pleiades is not involved in the collection, processing, or distribution of Counseling

Fees paid by Users. All financial terms related to your Counseling Services are between you and your Users.

Taxes. You are solely responsible for any and all applicable federal, state, local, and foreign taxes, duties, tariffs, levies, withholdings, and similar assessments (excluding taxes based on Pleiades' income) arising from your provision of Counseling Services or use of the Platform.

Disputes and Refunds. In the event of a dispute between you and a User, Pleiades is not responsible for facilitating resolution or issuing refunds on your behalf. Any refund requests or service-related concerns must be resolved directly between you and the User.

Insurance Billing. Pleiades may assist in submitting insurance claims to third-party clearinghouses (such as Availity) on your behalf, if you choose to offer insurance billing for your Counseling Session(s). However, Pleiades does not process or receive payments from insurance companies and is not involved in the financial transaction between the insurer and you. You remain responsible for tracking claims, following up with payers, and handling any denials or reimbursement issues. Pleiades does not guarantee that any claims submitted through Pleiades will result in payment or reimbursement.

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; please refer to our [Privacy Policy](#) [\[insert link\]](#), 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 your breach of these Terms. Pleiades has the sole right to decide whether you are in violation of any of the restrictions set forth in 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@pleiades.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 any decision made or action taken in reliance on any content available through the Services. 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.

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, IN THE AGGREGATE, IN EXCESS OF THE GREATER OF (I) \$100 OR (II) THE AMOUNTS PAID OR PAYABLE BY PLEIADES TO YOU IN CONNECTION WITH THE SERVICES IN THE TWELVE (12) MONTH PERIOD PRECEDING THIS APPLICABLE CLAIM, 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.

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, 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 independent contractor, 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.