

**WayWiser.Life, Inc.**  
**WEBSITE AND SERVICES**  
**TERMS OF USE AGREEMENT**

*Last Updated: October 26, 2022*

This Terms of Use Agreement (“Agreement”) constitutes a legally binding agreement made between you, whether personally or on behalf of an entity (“user” or “you”) and WayWiser, Inc. and its affiliated companies (collectively, “Company” or “we” or “us” or “our”), concerning your access to and use of the WayWiser.Life website as well as any other media form, media channel, mobile website or mobile application, databases, data, servers and any other technologies or services related or connected thereto (collectively, the “Website”).

The Website provides registered users with information, tools, and services to help adults maintain and defend their independence, freedom, and dignity (“Company Services”). Nothing in the WayWiser app or Word to the Wise constitutes legal, financial or medical advice. You should ALWAYS consult a licensed professional to make sure any decisions or actions you take are in every party's best interest and are comply with all legal and regulatory requirements and standards.

BY ACKNOWLEDGING SUCH ACCEPTANCE DURING THE REGISTRATION PROCESS (IF APPLICABLE) AND ALSO BY CONTINUING TO USE THE WEBSITE YOU ACCEPT AND AGREE TO BE BOUND BY THIS AGREEMENT. DO NOT USE OR ACCESS OR CONTINUE TO USE OR ACCESS THE COMPANY SERVICES OR THE WEBSITE IF YOU DO NOT AGREE TO ABIDE BY THIS AGREEMENT, INCLUDING FUTURE MODIFIED VERSIONS.

**1. OTHER AGREEMENTS AND POLICIES**

This Agreement relates only to your use of the Company Services and Website and is further subject to Company’s Privacy Policy at <https://waywiser.life/privacy-policy> (which governs Company’s policy with respect to collection and use of information through the Website), and other terms and conditions located on the Website pertaining to certain services and features made available through the Website.

**2. THIRD PARTY WEBSITES**

The Website contains (or you may be sent through the Website or the Company Services) links to other websites (“Third Party Websites”) as well as articles, photographs, text, graphics, pictures, designs, music, sound, video, information, applications, software and other content or items belonging to or originating from third parties (the “Third Party Content”).

This Agreement does not apply to any other website owned or operated by any third party retailer, supplier or service provider; even if such third party links to the Website or Company links to that third party website from the Website. Accordingly, this Agreement does not apply to the practices of any third party, affiliate, or business partner that Company does not own or control. Additionally, the owners of social media services may have additional terms and conditions that supersede this Agreement depending on a user's own personal preferences with that social media provider. You acknowledge that Company does not control such third-party websites and is not liable or responsible for any actions, content, services, products, or practices of such third parties.

Such Third Party Websites and Third Party Content are not investigated, monitored or checked for accuracy, appropriateness, or completeness by us, and we are not responsible for any Third Party Websites accessed through the Website or any Third Party Content posted on, available through or installed from the Website, including the content, accuracy, offensiveness, opinions, reliability, privacy practices or other policies of or contained in the Third Party Websites or the Third-Party Content. Inclusion of, linking to or permitting the use or installation of any Third-Party Website or any Third-Party Content does not imply approval or endorsement thereof by us. If you decide to leave the Website and access the Third-Party Websites or to use or install any Third-Party Content, you do so at your

own risk and you should be aware that our terms and policies no longer govern. You should review the applicable terms and policies, including privacy and data gathering practices, of any website to which you navigate from the Website or relating to any applications you use or install from the Website.

Any purchases you make through Third Party Websites will be through other websites and from other companies, and the Company takes no responsibility or liability whatsoever in relation to such purchases which are exclusively between you and the applicable third party.

### **3. CHANGES TO THIS AGREEMENT**

Company reserves the right to periodically modify the terms of this Agreement as it deems necessary or appropriate. Any and all changes to this Agreement will be posted on the Website and revisions will be indicated by date. You will be given a date upon which the modifications will become effective. A reasonable amount of time will be provided before the effective date to allow you to determine if you desire to continue your use of the Company's services and website prior to the effective date. Your continued use of the Website after the effective date shall constitute your agreement to be bound by any such changes. If you do not agree to any modifications made to this Agreement, you must cease using the Company services and Website prior to the effective date.

Company may, in its discretion, choose to alert all users with whom it maintains email information of such modifications by means of an email to their most recently provided email address. You agree to regularly review this Agreement and keep your contact information current in your account settings to ensure you are informed of changes.

### **4. MODIFICATIONS TO THE WEBSITE AND COMPANY SERVICES**

Company reserves the right to modify, or temporarily or permanently discontinue, the Website and/or the Company Services, or any portion of the Website and/or Company Services, for any reason and at any time without prior notice to you.

Occasionally there may be information on the Website that contains typographical errors, inaccuracies or omissions that may relate to service descriptions, pricing, availability, and various other information. Company shall not be liable for your reliance on any such typographical errors, inaccuracies or omissions and reserves the right to correct any errors, inaccuracies or omissions and to change or update the information at any time, without prior notice.

### **5. AVAILABILITY OF WEBSITE AND COMPANY SERVICES**

Company periodically schedules system downtime for maintenance and other purposes during which the Website and/or Company Services may be unavailable. Additionally, the Website and/or Company Services may become unavailable due to unplanned interruptions and disruptions beyond Company's control. Company shall have no liability to you or any third party whatsoever for the resulting unavailability of the Website, any Company Services, or for any loss of data or transactions caused by planned or unplanned system outages or the resulting delay, mis-delivery, or non-delivery of information caused by such system outages.

### **6. SECURITY**

The Website may utilize both secure and non-secure sections and pages. Company uses commercially reasonable security protocols to protect the transmission of data submitted using the secure portions of the Website. Before submitting any sensitive data using the Website, be sure your web browser displays a secure web address beginning with "https://..." Company cannot guarantee that unauthorized third parties will never be able to defeat the security measures employed by Company.

### **7. USE OF THE WEBSITE AND COMPANY SERVICES**

You understand and acknowledge that you are responsible for whatever content you submit, and you, not Company, have full responsibility for such content, including its legality, reliability and appropriateness. By uploading or otherwise transmitting material to Company, to other users or through Company Services made available to you

through the Website, you represent and warrant that you have the authority to transmit such materials because you (a) are the owner of the materials; (b) you have obtained permission from the owner of the materials; or (c) the material is in the public domain or otherwise free of proprietary or other restrictions.

You agree to use the Website and Company Services only for lawful purposes. You agree not to do any of the following: (a) upload to or transmit on the Website any defamatory, indecent, obscene, harassing, violent or otherwise objectionable material, or any material that is, or may be, protected by copyright, without permission from the copyright owner; (b) use the Website to violate the legal rights (including the rights of publicity and privacy) of others or to violate the laws of any jurisdiction; (c) intercept or attempt to intercept electronic mail not intended for you; (d) misrepresent an affiliation with any person or organization; (e) restrict or inhibit use of the Website by others; (f) upload or otherwise transmit files that contain a virus or corrupted data; (g) collect information about others (including email addresses) without their consent (h) download a file or software or include in a message any software, files or links that you know, or have reason to believe, cannot be distributed legally over the Website or that you have a contractual obligation to keep confidential (notwithstanding its availability on the Website); (i) post "spam", transmit chain letters or engage in other similar activities; or (j) engage in any other conduct that restricts or inhibits anyone's use or enjoyment of the Website, or which, as determined by Company, may harm Company, users of the Website or any third party.

Company reserves the right, but does not assume any responsibility, to (a) monitor communications and materials transmitted via the Website; (b) remove any material posted on the Website that Company, in its sole discretion, deems inconsistent with the foregoing commitments, including any material Company has been notified, or has reason to believe, constitutes infringement of proprietary rights or right of privacy; and/or (c) terminate any user's access to all or any part of the Website.

You acknowledge and agree that Company can neither review all material before it is uploaded or transmitted nor ensure prompt removal of objectionable material after it has been uploaded or transmitted. Accordingly, you agree that Company assumes no liability for any action or inaction regarding transmissions, communications or content uploaded or transmitted by you, other users or any third party. Company reserves the right to take any action it deems necessary to protect the personal safety of users or third parties; however, Company has no liability or responsibility to anyone for performance or nonperformance of the activities described in this paragraph.

## **8. ACCOUNT AND MEMBERSHIP INFORMATION**

Portions of the Website and certain Company Services require you to set up an account, creating a unique username and password and providing certain personal information. By creating an account with the Company, you expressly grant Company, its affiliates, or third-party service providers, as well as other users you have authorized, the right to communicate with you via email, mail or telephone.

You also agree to: (a) provide true, accurate, current and complete information about yourself as prompted by the Website's registration form and (b) maintain and promptly update registration data to keep it true, accurate, current and complete. If you provide any information that is untrue, inaccurate, not current or incomplete, or Company has reasonable grounds to suspect that such information is untrue, inaccurate, not current or incomplete, Company has the right to suspend or terminate your account and refuse any and all current or future use of the Website (or any portion thereof).

We reserve the right to remove or reclaim or change a username you select if we determine it is inappropriate in our discretion, such as when the username is obscene or otherwise objectionable or when a trademark owner complains about a username that does not closely relate to a user's actual name.

By registering to use the Website and Company Services, you expressly agree to (a) keep your login and password information confidential; (b) ensure that any person accessing your account is aware that the account is subject to this Agreement; (c) supervise and be responsible for any use of your account; and (d) promptly change your login information if you believe that an unauthorized person has access to your login information. You are also responsible for maintaining the confidentiality of your account information and password and for restricting access to such information and to your computer. You agree to accept responsibility for all activities that occur under your account

or password. Company reserves the right to suspend or cancel any user account for any other reason in its sole and absolute discretion.

All users who are minors in the jurisdiction in which they reside (generally under the age of 18) must have the permission of, and be directly supervised by, their parent or guardian to use the Website. If you are a minor, you must have your parent or guardian read and agree to this Agreement prior to you using the Website. Persons under the age of 13 are not permitted to register for the Website and are not permitted to use the Company Services without direct adult supervision.

## **9. PURCHASES AND PAYMENT**

If you purchase a subscription to the Company Services, or purchase any other products or services offered for sale via the Website, you will be billed through an online payment processing company engaged by Company ("Payment Processor"). You authorize the Payment Processor to charge your chosen payment method for any such purchases. You agree to make payment using that selected payment method. If you have ordered a product or service that is subject to recurring charges then you consent to Company charging your payment method on a recurring basis, without requiring your prior approval from you for each recurring charge until such time as you cancel the applicable product or service.

Company reserves the right to correct any errors or mistakes in pricing that it makes even if it has already requested or received payment. Sales tax will be added to the sales price of purchases as deemed required by the Company. The Company may change prices at any time. All payments shall be in U.S. dollars.

## **10. REFUND POLICY AND RETURN POLICY**

Except as agreed by Company in its sole and absolute discretion on a case-by-case basis, and except as otherwise required by applicable law, all sales are final and no refunds or returns shall be issued.

## **11. USER CONTENT AND CONTRIBUTIONS**

The Website may enable you to: (a) upload certain information and materials; (b) participate in online chats, blogs, message boards, online forums and other functionality; (c) create, submit, post, display, transmit, perform, publish, distribute or broadcast content and materials to Company and/or to or via the Website, including, without limitation, text, writings, video, audio, photographs, graphics, comments, suggestions or personally identifiable information or other material (collectively "Contributions"); and link or connect financial accounts or account information with the Company Services.

When you create or make available a Contribution deemed to be public, you thereby represent and warrant that:

- (a) the creation, distribution, transmission, public display and performance, accessing, downloading and copying of your Contribution does not and will not infringe the proprietary rights, including but not limited to the copyright, patent, trademark, trade secret or moral rights of any third party;
- (b) you are the creator and owner of or have the necessary licenses, rights, consents, releases and permissions to use and to authorize Company and the Website users to use your Contributions as necessary to exercise the licenses granted by you under this Agreement;
- (c) you have the written consent, release, and/or permission of each and every identifiable individual person in the Contribution to use the name or likeness of each and every such identifiable individual person to enable inclusion and use of the Contribution in the manner contemplated by this Website;
- (d) your Contribution is not obscene, lewd, lascivious, filthy, violent, harassing or otherwise objectionable (as determined by Company), libelous or slanderous, does not ridicule, mock, disparage, intimidate or abuse anyone, does not advocate the violent overthrow of any government, does not incite, encourage or threaten physical harm

against another, does not violate any applicable law, regulation, or rule, and does not violate the privacy or publicity rights of any third party;

(e) your Contribution does not contain material that solicits personal information from anyone under 18 or exploit people under the age of 18 in a sexual or violent manner, and does not violate any federal or state law concerning child pornography or otherwise intended to protect the health or well-being of minors;

(f) your Contribution does not include any offensive comments that are connected to race, national origin, gender, sexual preference, physical handicap, or age;

(g) your Contribution does not otherwise violate, or link to material that violates, any provision of this Agreement or any applicable law or regulation.

## **12. CONTRIBUTION LICENSE**

By posting Contributions to the Website or using the Company Services, the User grants WayWiser a complete license to possess and use the information as needed to fulfill its services to the User.

Company does not assert any ownership over your Contributions; rather, as between us and you, subject to the rights granted to us in this Agreement, you retain full ownership of all of your Contributions and any intellectual property rights, or other proprietary rights associated with your Contributions. Company has the right, in our sole and absolute discretion, to (a) edit, redact or otherwise change any Contributions, (b) re-categorize any Contributions to place them in more appropriate locations or (c) pre-screen or delete any Contributions that are determined to be inappropriate or otherwise in violation of this Agreement. By uploading your Contributions to the Website, you hereby authorize Company to grant to each end user a personal, limited, non-transferable, perpetual, non-exclusive, royalty-free, fully-paid license to access, download, print and otherwise use your Contributions for their internal purposes and not for distribution, transfer, sale or commercial exploitation of any kind.

## **13. USER DATA; BACKUPS**

The Website will maintain certain data that you transfer to the Website for the purpose of the performance of the Company Services, as well as data relating to your use of the Company Services. Although we perform regular routine backups of data, you are primarily responsible for all data that you have transferred or that relates to any activity you have undertaken using the Company Services. You agree that Company shall have no liability to you for any loss or corruption of any such data, and you hereby waive any right of action against Company arising from any such loss or corruption of such data.

## **14. MOBILE APPLICATION LICENSE**

If you are accessing the Company Services via a mobile application, then Company grants you a revocable, non-exclusive, non-transferable, limited right to install and use the application on wireless devices owned and controlled by you, and to access and use the application on such devices strictly in accordance with the terms and conditions of this license. You shall use the application strictly in accordance with the terms of this license and shall not: (a) decompile, reverse engineer, disassemble, attempt to derive the source code of, or decrypt the application; (b) make any modification, adaptation, improvement, enhancement, translation or derivative work from the application; (c) violate any applicable laws, rules or regulations in connection with your access or use of the application; (d) remove, alter or obscure any proprietary notice (including any notice of copyright or trademark) of Company or its affiliates, partners, suppliers or the licensors of the application; (e) use the application for any revenue generating endeavor, commercial enterprise, or other purpose for which it is not designed or intended and for which a specific right to use had been granted by the Company; (f) make the application available over a network or other environment permitting access or use by multiple devices or users at the same time; (g) use the application for creating a product, service or software that is, directly or indirectly, competitive with or in any way a substitute for the application; (h) use the application to send automated queries to any website or to send any unsolicited commercial e-mail, text or other communication; or (i) use any proprietary information or interfaces of Company or other intellectual property of

Company in the design, development, manufacture, licensing or distribution of any applications, accessories or devices for use with the application.

## **15. TERMS APPLICABLE TO APPLE AND ANDROID DEVICES**

The following terms apply when you use a mobile application obtained from either the Apple Store or Google Play to access the Company Services. You acknowledge that this Agreement is concluded between you and Company only, and not with Apple Inc. or Google, Inc. (each an “App Distributor”), and Company, not an App Distributor, is solely responsible for the Company application and the content thereof.

(a) **SCOPE OF LICENSE:** The license granted to you for the Company application is limited to a non-transferable license to use the Company application on a device that utilizes the Apple iOS or Android operating system, as applicable, and in accordance with the usage rules set forth in the applicable App Distributor terms of service.

(b) **MAINTENANCE AND SUPPORT:** Company is solely responsible for providing any maintenance and support services with respect to the Company application, as specified in this Agreement, or as required under applicable law. You acknowledge that each App Distributor has no obligation whatsoever to furnish any maintenance and support services with respect to the Company application.

(c) **WARRANTY:** Company is solely responsible for any product warranties, whether express or implied by law, to the extent not effectively disclaimed. In the event of any failure of the Company application to conform to any applicable warranty, you may notify an App Distributor, and the App Distributor, in accordance with its terms and policies, may refund the purchase price, if any, paid for the Company application, and to the maximum extent permitted by applicable law, an App Distributor will have no other warranty obligation whatsoever with respect to the Company application, and any other claims, losses, liabilities, damages, costs or expenses attributable to any failure to conform to any warranty will be Company’s sole responsibility.

(d) **CLAIMS:** You acknowledge that Company, not an App Distributor, is solely responsible for addressing any claims of yours or any third party relating to the Company application or your possession and/or use of the Company application, including, but not limited to: (i) product liability claims; (ii) any claim that the Company application fails to conform to any applicable legal or regulatory requirement; and (iii) claims arising under consumer protection or similar legislation, and App Distributor is not liable for any such claims.

(e) **INTELLECTUAL PROPERTY RIGHTS:** You acknowledge that, in the event of any third-party claim that the Company application or your possession and use of the Company application infringes a third party’s intellectual property rights, the App Distributor will not be responsible for the investigation, defense, settlement and discharge of any such intellectual property infringement claim.

(f) **LEGAL COMPLIANCE:** You represent and warrant that (i) you are not located in a country that is subject to a U.S. government embargo, or that has been designated by the U.S. government as a “terrorist supporting” country; and (ii) you are not listed on any U.S. government list of prohibited or restricted parties.

## **16. THIRD PARTY APPLICATIONS, SERVICES & DATA**

As part of the functionality of the Website, you may link your account with online accounts you may have with third party service providers (each such account, a “Third Party Account”) including but not limited to social media sites, collaboration and video conferencing and messaging apps and sites, online banking applications and services provided by financial institutions, by either: (a) providing your Third Party Account login information through the Website; or (b) allowing Company to access your Third Party Account, as is permitted under the applicable terms and conditions that govern your use of each Third Party Account. You represent that you are entitled to disclose your Third Party Account login information to Company and/or grant Company access to your Third Party Account (including, but not limited to, for use for the purposes described herein), without breach by you of any of the terms

and conditions that govern your use of the applicable Third Party Account and without obligating Company to pay any fees or making Company subject to any usage limitations imposed by such third party service providers.

By granting Company access to any Third Party Accounts, you understand that (i) Company may access, make available and store (if applicable) any content that you have provided to and stored in your Third Party Account (the "Third Party User Content") so that it is available on and through the Website via your account, including, but not limited to, any friend lists, and (ii) Company may submit and receive additional information to your Third Party Account to the extent you are notified when you link your account with the Third Party Account. Depending on the Third-Party Accounts you choose and subject to the privacy settings that you have set in such Third-Party Accounts, personally identifiable information that you post to your Third-Party Accounts may be available on and through your account on the Website and shared with the people you choose to include in your trusted circle. Please note that if a Third-Party Account or associated service becomes unavailable or Company's access to such Third-Party Account is terminated by the third-party service provider, then Third Party Content may no longer be available on and through the Website. You will have the ability to disable the connection between your account on the Website and your Third-Party Accounts at any time.

**PLEASE NOTE THAT YOUR RELATIONSHIP WITH THE THIRD-PARTY SERVICE PROVIDERS ASSOCIATED WITH YOUR THIRD-PARTY ACCOUNTS IS GOVERNED SOLELY BY YOUR AGREEMENT(S) WITH SUCH THIRD-PARTY SERVICE PROVIDERS.**

Company makes no effort to review any Third-Party User Content for any purpose, including but not limited to, for accuracy, legality or non-infringement, and Company is not responsible for any Third-Party User Content. You acknowledge and agree that the Company may access your e-mail address book associated with a Third-Party Account and your contacts list stored on your mobile device or tablet computer solely for the purposes of identifying and informing you of those contacts who have also registered to use the Website, or to extend, with your consent, invitations to register on our Website and participate in our services. At your request, made via email to our email address listed below, or through your account settings (if applicable), Company will deactivate the connection between the Website and your Third-Party Account and delete any information stored on Company's servers that was obtained through such Third-Party Account, except the username and profile picture that become associated with your account. Company is not liable for and you are responsible for maintaining your trusted circle, those that you choose to add and the information you choose to share with them. The above notwithstanding, the company will comply with all applicable and current laws and regulations regarding privacy of your personally identifiable information (PII) not publicly disclosed or shared by you for more information regarding our privacy and data protection practices, please refer to our PRIVACY POLICY (<https://waywiser.life/privacy-policy>), which governs Company collection, use, sharing and protection of personal data. Refer to WayWiser's Privacy Notice for further information.

## **17. SUBMISSIONS**

You acknowledge and agree that any questions, comments, suggestions, ideas, feedback or other information about the Website or the Company Services ("Submissions") provided by you to Company are non-confidential and Company (as well as any designee of Company) shall be entitled to the unrestricted use and dissemination of these Submissions for any purpose, commercial or otherwise, without acknowledgment or compensation to you; and Company shall own any results, including any intellectual property (patents, trade secrets, trademarks, or copyrighted works of authorship), ideas, inventions and know-how, Company creates or reduces to practice from such Submissions.

## **18. PROHIBITED ACTIVITIES**

You may not access or use the Website or any Company Services for any purpose other than that for which Company makes it available. The Website and/or any Company Services may not be used in connection with any commercial endeavors except those that are specifically endorsed or approved by the Company. Prohibited activity includes, but is not limited to:

- (a) criminal or tortious activity;
- (b) systematic retrieval of data or other content from the Website to create or compile, directly or indirectly, a collection, compilation, database or directory without written permission from Company;
- (c) making any unauthorized use of the Company Services, including collecting usernames and/or email addresses of users by electronic or other means for the purpose of sending unsolicited email, text or other communications, including but not limited to spam or phishing or creating user accounts by automated means or under false pretenses;
- (d) unauthorized uploading or otherwise providing to Company any personal information of third party without said third party's express authorization;
- (e) tricking, defrauding or misleading Company and/or Website users, including but not limited to phishing and attempting to place malicious links in any messages or content, especially in any attempt to learn sensitive account information such as passwords and personally identifiable information (PII);
- (f) engaging in any automated use of the system, such as using any data mining, robots, scrapping or similar data gathering and extraction tools;
- (g) interfering with, disrupting, creating an undue burden on or hack, crack, phish, SQL inject, or otherwise compromise the security or integrity of the Website or the networks, computers or services connected to the Website or Company's partners, users or customers;
- (h) attempting to impersonate another user or person or using the username of another user;
- (i) selling or otherwise transferring your profile;
- (j) using any information obtained from the Website in order to harass, abuse, or harm another person;
- (k) using the Company Services as part of any effort to compete with Company or to provide services as a service bureau;
- (l) deciphering, decompiling, disassembling or reverse engineering any of the software comprising or in any way making up a part of the Website;
- (m) attempting to bypass any measures of the Website designed to prevent or restrict access to the Website, or any portion of the Website;
- (n) harassing, annoying, intimidating or threatening any Company employees or agents engaged in providing any portion of the Company Services to you;
- (o) deleting the copyright or other proprietary rights notice from any Website content;
- (p) except as may be the result of standard search engine or Internet browser usage, using or launching, developing or distributing any automated system, including, without limitation, any spider, robot (or "bot"), cheat utility, scraper or offline reader that accesses the Website, or using or launching any unauthorized script or other software;
- (q) reselling, sublicensing or including the Services in a Service Bureau without Company written consent.
- (r) using the Service to build a competing service.
- (s) using the Website in a manner inconsistent with any and all applicable laws and regulations.



## **19. SITE MANAGEMENT**

Company does not undertake to review material before it is posted on the Website and cannot ensure prompt removal of objectionable material after it has been posted. Accordingly, Company assumes no liability for any action or inaction regarding transmissions, communications, or content provided by any user or third party. You acknowledge and agree that Company has no liability or responsibility to anyone for performance or nonperformance of the activities described in this section.

Notwithstanding, Company reserves the right but does not have the obligation to:

- (a) monitor the Website for violations of this Agreement;
- (b) take appropriate legal action against anyone who, in Company's sole discretion, violates this Agreement, including without limitation, reporting such user to law enforcement authorities, including disclosing your identity or other information about you to any third party who claims that material posted by you violates their rights, including their intellectual property rights or their right to privacy;
- (c) in Company's sole discretion and without limitation, refuse, restrict access to or availability of, or disable (to the extent technologically feasible) any user's contribution or any portion thereof that may violate this Agreement or any Company policy;
- (d) in Company's sole discretion and without limitation, notice or liability to remove from the Website or otherwise disable all files and content that are excessive in size or are in any way burdensome to Company's systems;
- (e) change, update or delete the functionality of the Website or Services at any time, with or without notice;
- (f) manage the Website in a manner designed to protect the rights and property of Company and others and to facilitate the proper functioning of the Website; and
- (g) terminate or suspend your access to all or part of the Website for any or no reason, including without limitation, any violation of these Terms of Use.

Without limiting the foregoing, we have the right to cooperate fully with any law enforcement authorities or court order requesting or directing us to disclose the identity or other information of anyone posting any materials on or through the Website. YOU WAIVE AND HOLD HARMLESS THE COMPANY AND ITS AFFILIATES, LICENSEES, AND SERVICE PROVIDERS FROM ANY CLAIMS RESULTING FROM ANY ACTION TAKEN BY ANY OF THE FOREGOING PARTIES DURING, OR TAKEN AS A CONSEQUENCE OF, INVESTIGATIONS BY ANY OF SUCH PARTIES. LAW ENFORCEMENT AUTHORITIES, VALID SUBPOENA OR COURT ORDER.

## **20. INTELLECTUAL PROPERTY RIGHTS**

The content on the Website ("Company Content") and the trademarks, service marks and logos contained therein ("Marks") are owned by or licensed to Company and are subject to copyright and other intellectual property rights under United States and foreign laws and international conventions. Company Content includes, without limitation, all source code, algorithms, databases, functionality, software, business processes, website designs, audio, video, text, photographs and graphics. All Company graphics, logos, designs, page headers, button icons, scripts and service names are registered trademarks, common law trademarks or trade dress of the Company in the United States and/or other countries. Company's trademarks and trade dress may not be used, including as part of trademarks and/or as part of domain names, in connection with any product or service in any manner that is likely to cause confusion and may not be copied, imitated, or used, in whole or in part, without the prior written permission of the Company.

Company Content on the Website is provided to you "AS IS" for your information and personal use only and may not be used, copied, reproduced, aggregated, distributed, transmitted, broadcast, displayed, sold, licensed, or

otherwise exploited for any other purposes whatsoever without the prior written consent of the respective owners. Provided that you are eligible to use the Website, you are granted a limited license to access and use the Website and the Company Content and to download or print a copy of any portion of the Company Content to which you have properly gained access solely for your personal, non-commercial use. Company reserves all rights not expressly granted to you in and to the Website and Company Content and Marks.

## **21. DIGITAL MILLENNIUM COPYRIGHT ACT (DMCA) NOTICE AND POLICY**

If you believe that content available on or through our Website infringes one or more of your copyrights, you may notify our Designated Copyright Agent by mail, email or faxed notice (“Notification”) providing the information described below, which Notification is pursuant to DMCA 17 U.S.C. § 512(c)(3). A copy of your Notification will be sent to the person who posted or stored the material addressed in the Notification. Please be advised that pursuant to federal law you may be held liable for damages if you make material misrepresentations in a Notification. Thus, if you are not sure that content located on or linked to by our Website infringes your copyright, you should consider first contacting an attorney.

### **NOTIFICATION REQUIREMENTS**

Notifications must include the following:

- (a) A physical or electronic signature of a person authorized to act on behalf of the owner of an exclusive right that is allegedly infringed.
- (b) Identification of the copyrighted work claimed to have been infringed, or, if multiple copyrighted works at a single online website are covered by a single notification, a representative list of such works at that website.
- (c) Identification of the material that is claimed to be infringing or to be the subject of infringing activity and that is to be removed or access to which is to be disabled, and information reasonably sufficient to permit us to locate the material.
- (d) Information reasonably sufficient to permit us to contact the complaining party, such as an address, telephone number, and, if available, an electronic mail address at which the complaining party may be contacted.
- (e) A statement that the complaining party has a good faith belief that use of the material in the manner complained of is not authorized by the copyright owner, its agent, or the law.
- (f) A notarized statement that the information in the notification is accurate, and under penalty of perjury, that the complaining party is authorized to act on behalf of the owner of an exclusive right that is allegedly infringed. Notifications should be sent to our Designated Copyright Agent as follows: Designated Copyright Agent Kastner Gravelle LLP - Austin, Texas 1000 N. Lamar Blvd., Suite 300 Austin, Texas 78703; Phone: 512-505-0800; Fax: 512-628-3420; Email: [info@kastnergravelle.com](mailto:info@kastnergravelle.com).

Upon receipt of a Notification, we will forward the Notification to the intended recipient and advise the recipient of the DMCA statutory Counter Notification procedure described below by which the alleged infringer may respond to your claim and request that we restore this material.

### **COUNTER NOTIFICATION REQUIREMENTS**

If you believe your own copyrighted material has been removed from our Website and/or our service as a result of mistake or misidentification, you may submit a written counter notification (“Counter Notification”) to our Designated Copyright Agent pursuant to DMCA 17 U.S.C. § 512(g)(2) and (3).

To be an effective Counter Notification under the DMCA, your Counter Notification must include substantially the following:

- (a) Identification of the material that has been removed or disabled and the location at which the material appeared before it was removed or disabled.
- (b) A statement that you consent to the jurisdiction of the Federal District Court in which your address is located, or if your address is outside the United States, for any judicial district in which our Company is located.
- (c) A statement that you will accept service of process from the party that filed the Notification or the party's agent.
- (d) Your name, address and telephone number.
- (e) A statement under penalty of perjury that you have a good faith belief that the material in question was removed or disabled as a result of mistake or misidentification of the material to be removed or disabled.
- (f) Your physical or electronic signature.

You may submit your Counter Notification to our Designated Copyright Agent by fax, mail, or email as set forth above. If you send us a valid, written Counter Notification meeting the requirements described above, we will restore your removed or disabled material after ten (10) business days but no later than fourteen (14) business days from the date we receive your Counter Notification, unless our Designated Copyright Agent first receives notice from the party filing the original Notification informing us that such party has filed a court action to restrain you from engaging in infringing activity related to the material in question. Please note that if you materially misrepresent that the disabled or removed content was removed by mistake or misidentification, you may be liable for damages, including costs and attorney's fees. Filing a false Counter Notification constitutes perjury.

## **22. TERM AND TERMINATION**

This Agreement shall remain in full force and effect while you use the Website or are otherwise a user or member of the Website, as applicable. You may terminate your use or participation at any time, for any reason, by following the instructions for terminating user accounts in your account settings, if available, or by contacting us using the contact information below.

WITHOUT LIMITING ANY OTHER PROVISION OF THIS AGREEMENT, COMPANY RESERVES THE RIGHT TO, IN COMPANY'S SOLE DISCRETION AND WITHOUT NOTICE OR LIABILITY, DENY ACCESS TO AND USE OF THE WEBSITE AND THE COMPANY SERVICES, TO ANY PERSON FOR ANY REASON OR FOR NO REASON AT ALL, INCLUDING WITHOUT LIMITATION FOR BREACH OF ANY REPRESENTATION, WARRANTY OR COVENANT CONTAINED IN THIS AGREEMENT, OR OF ANY APPLICABLE LAW OR REGULATION, AND COMPANY MAY TERMINATE YOUR USE OR PARTICIPATION IN THE WEBSITE AND THE COMPANY SERVICES, DELETE YOUR PROFILE AND ANY CONTENT OR INFORMATION THAT YOU HAVE POSTED AT ANY TIME, WITHOUT WARNING, IN COMPANY'S SOLE DISCRETION.

To protect the integrity of the Website and Company Services, Company reserves the right at any time in its sole discretion to block certain IP addresses from accessing the Website and Company Services.

Any provisions of this Agreement that, in order to fulfill the purposes of such provisions, need to survive the termination or expiration of this Agreement, shall be deemed to survive for as long as necessary to fulfill such purposes.

YOU UNDERSTAND THAT CERTAIN STATES ALLOW YOU TO CANCEL THIS AGREEMENT, WITHOUT ANY PENALTY OR OBLIGATION, AT ANY TIME PRIOR TO MIDNIGHT OF COMPANY'S THIRD BUSINESS DAY FOLLOWING THE DATE OF THIS AGREEMENT, EXCLUDING SUNDAYS AND HOLIDAYS. TO CANCEL, CALL A COMPANY CUSTOMER CARE REPRESENTATIVE DURING NORMAL BUSINESS HOURS USING THE CONTACT INFORMATION LISTING BELOW IN THIS AGREEMENT OR

BY ACCESSING YOUR ACCOUNT SETTINGS. THIS SECTION APPLIES ONLY TO INDIVIDUALS RESIDING IN STATES WITH SUCH LAWS.

If the Company terminates or suspends your account for any reason, you are prohibited from registering and creating a new account under your name, a fake or borrowed name, or the name of any third party, even if you may be acting on behalf of the third party. In addition to terminating or suspending your account, Company reserves the right to take appropriate legal action, including without limitation pursuing civil, criminal, and injunctive redress.

### **23. DISPUTES BETWEEN USERS**

If there is a dispute between users of the Website, or between users and any third party, you understand and agree that the Company is under no obligation to become involved. In the event that you have a dispute with one or more other users, you hereby release Company, its officers, employees, agents and successors in rights from claims, demands and damages (actual and consequential) of every kind or nature, known or unknown, suspected and unsuspected, disclosed and undisclosed, arising out of or in any way related to such disputes and/or the Company Services.

### **24. DISPUTES WITH COMPANY**

(a) **CHOICE OF LAW; EXCLUSIVE JURISDICTION:** All questions of law, rights, and remedies regarding any act, event or occurrence undertaken pursuant or relating to this Website or the Company Services shall be governed and construed under the laws of the State of Texas, excluding Texas conflicts of law rules. Any legal action of whatever nature by or against Company arising out of or related in any respect to this Website and the Company Services shall be brought solely in either the applicable federal or state courts located in or with jurisdiction over Travis County, State of Texas and the User waives any right to contest this mandatory venue provision; subject, however, to the right of the Company, at the Company's sole discretion, to bring an action to seek injunctive relief to enforce this Agreement or to stop or prevent an infringement of proprietary or other third party rights (or any similar cause of action) in any applicable court in any jurisdiction where jurisdiction exists with regard to a user. You hereby consent to (and waive any challenge or objection to) personal jurisdiction and venue in the above-referenced courts.

(b) **INFORMAL RESOLUTION:** To expedite resolution and control the cost of any dispute, controversy or claim related to this Agreement ("Dispute"), you and Company agree to first attempt to negotiate any Dispute (except those Disputes expressly provided below) informally for at least 30 days before initiating any arbitration or court proceeding. Such informal negotiations commence upon written notice from one person to the other.

(c) **BINDING ARBITRATION:** If you and Company are unable to resolve a Dispute through informal negotiations, either you or Company shall elect to have the Dispute (except those Disputes expressly excluded below) finally and exclusively resolved by binding arbitration. Any election to arbitrate by one party shall be final and binding on the other. **YOU UNDERSTAND THAT ABSENT THIS PROVISION, YOU WOULD HAVE THE RIGHT TO SUE IN COURT AND HAVE A JURY TRIAL.** The arbitration shall be commenced and conducted under the Commercial Arbitration Rules of the American Arbitration Association ("AAA") and, where appropriate, the AAA's Supplementary Procedures for Consumer Related Disputes ("AAA Consumer Rules"), both of which are available at the AAA website [www.adr.org](http://www.adr.org). The determination of whether a Dispute is subject to arbitration shall be governed by the Federal Arbitration Act and determined by a court rather than an arbitrator. Your arbitration fees and your share of arbitrator compensation shall be governed by the AAA Consumer Rules and, where appropriate, limited by the AAA Consumer Rules. If such costs are determined by the arbitrator to be excessive, Company will pay all arbitration fees and expenses. The arbitration may be conducted in person, through the submission of documents, by phone or online. The arbitrator will make a decision in writing but need not provide a statement of reasons unless requested by a party. The arbitrator must follow applicable law, and any award may be challenged if the arbitrator fails to do so. Except where otherwise required by the applicable AAA rules or applicable law, the arbitration will take place in Travis County, State of Texas. Except as otherwise provided in this Agreement, you and Company may litigate in court to compel arbitration, stay proceedings pending arbitration, or to confirm, modify, vacate or enter judgment on the award entered by the arbitrator.

(d) **RESTRICTIONS AND CLASS ACTION:** You and Company agree that any arbitration shall be limited to the Dispute between Company and you individually. To the full extent permitted by law, (1) no arbitration shall be joined with any other; (2) there is no right or authority for any Dispute to be arbitrated on a class-action basis or to utilize class action procedures; and (3) there is no right or authority for any Dispute to be brought in a purported representative capacity on behalf of the general public or any other persons. Each party hereby waives any right to participate in a class action against Company in connection with any action or litigation in any way arising out of or related to this Agreement.

(e) **EXCEPTIONS TO INFORMAL NEGOTIATIONS AND ARBITRATION:** You and Company agree that the following Disputes are not subject to the above provisions concerning informal negotiations and binding arbitration: (1) any Disputes seeking to enforce or protect or concerning the validity of any of your or Company's intellectual property rights; (2) any Dispute related to, or arising from, allegations of theft, piracy, invasion of privacy or unauthorized use; and (3) any claim for injunctive relief.

## **25. WARRANTY AND LIABILITY DISCLAIMERS**

COMPANY SHALL NOT BE LIABLE FOR THE MATERIALS, INFORMATION AND OPINIONS PROVIDED ON, OR AVAILABLE THROUGH, THE WEBSITE OR ANY COMPANY SERVICES. RELIANCE ON THE INFORMATION MADE AVAILABLE ON OR THROUGH THE WEBSITE AND COMPANY SERVICES IS SOLELY AT YOUR OWN RISK.

THE WEBSITE, COMPANY SERVICES AND THE CONTENT AND INFORMATION CONTAINED ON THE WEBSITE IS PROVIDED ON AN "AS IS" AND "AS AVAILABLE" BASIS, WITH ALL FAULTS. NEITHER COMPANY NOR ANY PERSON ASSOCIATED WITH COMPANY MAKES ANY WARRANTY OR REPRESENTATION WITH RESPECT TO THE QUALITY, ACCURACY, OR AVAILABILITY OF THE WEBSITE, ANY COMPANY SERVICES OR ANY INFORMATION OR CONTENT MADE AVAILABLE THROUGH THE WEBSITE OR COMPANY SERVICES.

YOU AGREE THAT YOUR USE OF THE WEBSITE AND COMPANY SERVICES WILL BE AT YOUR SOLE RISK. TO THE FULLEST EXTENT PERMITTED BY LAW, COMPANY, ITS OFFICERS, DIRECTORS, EMPLOYEES, AND AGENTS DISCLAIM ALL WARRANTIES, EXPRESS OR IMPLIED, IN CONNECTION WITH THE WEBSITE AND THE COMPANY SERVICES AND YOUR USE THEREOF, INCLUDING, WITHOUT LIMITATION, THE IMPLIED WARRANTIES OF MERCHANTABILITY, FITNESS FOR A PARTICULAR PURPOSE AND NON-INFRINGEMENT. COMPANY MAKES NO WARRANTIES OR REPRESENTATIONS ABOUT THE ACCURACY OR COMPLETENESS OF THE WEBSITE'S CONTENT OR THE CONTENT OF ANY WEBSITES LINKED TO THIS WEBSITE AND ASSUMES NO LIABILITY OR RESPONSIBILITY FOR ANY (A) ERRORS, MISTAKES, OR INACCURACIES OF CONTENT AND MATERIALS, (B) PERSONAL INJURY OR PROPERTY DAMAGE, OF ANY NATURE WHATSOEVER, RESULTING FROM YOUR ACCESS TO AND USE OF OUR WEBSITE, (C) ANY UNAUTHORIZED ACCESS TO OR USE OF OUR SECURE SERVERS AND/OR ANY AND ALL PERSONAL INFORMATION AND/OR FINANCIAL INFORMATION STORED THEREIN, (D) ANY INTERRUPTION OR CESSATION OF TRANSMISSION TO OR FROM THE WEBSITE OR COMPANY SERVICES, (E) ANY BUGS, VIRUSES, TROJAN HORSES, OR THE LIKE WHICH MAY BE TRANSMITTED TO OR THROUGH THE WEBSITE BY ANY THIRD PARTY, AND/OR (F) ANY ERRORS OR OMISSIONS IN ANY CONTENT AND MATERIALS OR FOR ANY LOSS OR DAMAGE OF ANY KIND INCURRED AS A RESULT OF THE USE OF ANY CONTENT POSTED, TRANSMITTED, OR OTHERWISE MADE AVAILABLE VIA THE WEBSITE. COMPANY DOES NOT WARRANT, ENDORSE, GUARANTEE, OR ASSUME RESPONSIBILITY FOR ANY PRODUCT OR SERVICE ADVERTISED OR OFFERED BY A THIRD PARTY THROUGH THE WEBSITE OR ANY HYPERLINKED WEBSITE OR FEATURED IN ANY BANNER OR OTHER ADVERTISING, AND COMPANY WILL NOT BE A PARTY TO OR IN ANY WAY BE RESPONSIBLE FOR MONITORING ANY TRANSACTION BETWEEN YOU AND THIRD-PARTY PROVIDERS OF PRODUCTS OR SERVICES. AS WITH THE PURCHASE OF A PRODUCT OR SERVICE THROUGH ANY MEDIUM OR IN ANY ENVIRONMENT, YOU SHOULD USE YOUR BEST JUDGMENT AND EXERCISE CAUTION WHERE APPROPRIATE.

## **26. LIMITATION ON DAMAGES**

IN NO EVENT WILL COMPANY OR ITS OFFICERS, DIRECTORS, EMPLOYEES, AGENTS, LICENSORS OR CONTRACTORS BE LIABLE FOR ANY DAMAGES OF ANY KIND, UNDER ANY LEGAL THEORY, ARISING OUT OF OR IN CONNECTION WITH YOUR USE OF, OR INABILITY TO USE, THE WEBSITE, ITS CONTENT, OR ANY COMPANY SERVICES PROVIDED ON OR THROUGH SUCH WEBSITE OR ANY LINKED SITE, INCLUDING ANY DIRECT, INDIRECT, INCIDENTAL, SPECIAL, CONSEQUENTIAL OR PUNITIVE DAMAGES, INCLUDING, BUT NOT LIMITED TO, LOST PROFIT, LOST REVENUE, LOSS OF DATA, PERSONAL INJURY, DEATH, LOST PROFITS OR DAMAGES RESULTING FROM DELAY, INTERRUPTION IN SERVICE, VIRUSES, DELETION OF FILES OR ELECTRONIC COMMUNICATIONS, OR ERRORS, OMISSIONS OR OTHER INACCURACIES IN ANY WEBSITE OR ITS CONTENT, WHETHER OR NOT THERE IS NEGLIGENCE BY COMPANY AND WHETHER OR NOT COMPANY HAS BEEN ADVISED OF THE POSSIBILITY OF ANY SUCH DAMAGES.

NOTWITHSTANDING ANYTHING TO THE CONTRARY CONTAINED HEREIN, COMPANY'S LIABILITY TO YOU FOR ANY CAUSE WHATSOEVER AND REGARDLESS OF THE FORM OF THE ACTION, WILL AT ALL TIMES BE LIMITED TO THE LESSER OF \$5,000 OR THE AMOUNT PAID, IF ANY, BY YOU TO COMPANY FOR THE COMPANY SERVICES DURING THE PERIOD OF ONE MONTH PRIOR TO ANY CAUSE OF ACTION ARISING.

CERTAIN STATE LAWS DO NOT ALLOW LIMITATIONS ON IMPLIED WARRANTIES OR THE EXCLUSION OR LIMITATION OF CERTAIN DAMAGES. IF THESE LAWS APPLY TO YOU, SOME OR ALL OF THE ABOVE DISCLAIMERS OR LIMITATIONS MAY NOT APPLY TO YOU, AND YOU MAY HAVE ADDITIONAL RIGHTS. IF YOU ARE A CALIFORNIA RESIDENT, YOU WAIVE CALIFORNIA CIVIL CODE SECTION 1542, WHICH SAYS: "A GENERAL RELEASE DOES NOT EXTEND TO CLAIMS WHICH THE CREDITOR DOES NOT KNOW OR SUSPECT TO EXIST IN HIS FAVOR AT THE TIME OF EXECUTING THE RELEASE, WHICH, IF KNOWN BY HIM MUST HAVE MATERIALLY AFFECTED HIS SETTLEMENT WITH THE DEBTOR." You and assigns agree hereby waive and relinquish all rights and benefits which they have or may have under Section 1542 of the California Civil Code, or the law of any other state or jurisdiction to the same or similar effect to the fullest extent that they may lawfully waive all such rights and benefits pertaining the Services.

## **27. WAIVERS AND INDEMNITY**

You agree to defend, indemnify and hold Company, its subsidiaries, and affiliates, and their respective officers, agents, partners and employees, harmless from and against, any loss, damage, liability, claim, or demand, including reasonable attorneys' fees and expenses, made by any third party due to or arising out of your contributed content, use of the Company Services, and/or arising from your breach of this Agreement and/or any breach of your representations and warranties set forth above. Notwithstanding the foregoing, Company reserves the right, at your expense, to assume the exclusive defense and control of any matter for which you are required to indemnify Company, and you agree to cooperate, at your expense, with Company's defense of such claims. Company will use reasonable efforts to notify you of any such claim, action, or proceeding which is subject to this indemnification upon becoming aware of it.

## **28. USER CONSENT TO RECEIVE COMMUNICATIONS IN ELECTRONIC FORM**

For contractual purposes, you (a) consent to receive communications from the Company in an electronic form via any email address you may have indicated in your user profile; and (b) agree that all agreements, notices, disclosures, and other communications that Company provides to you electronically satisfy any legal requirement that such communications would satisfy if it were in writing.

## **29. MISCELLANEOUS**

(a) ENTIRE AGREEMENT: This Agreement and Company's Privacy Policy constitute the entire agreement between you and Company regarding the use of the Website and Company Services.

(b) **NO WAIVER:** Failure of the Company to exercise or enforce any right or provision of this Agreement shall not operate as a waiver of such right or provision.

(c) **ASSIGNMENT:** This Agreement and your account may not be assigned by you without our express written consent. Company may assign any or all of its rights and obligations to others at any time.

(d) **SEVERABILITY:** If any provision or part of a provision of this Agreement is unlawful, void or unenforceable, that provision or part of the provision is deemed severable from this Agreement and does not affect the validity and enforceability of any remaining provisions, which shall remain in full force and effect.

(e) **RELATIONSHIP OF THE PARTIES.** There is no joint venture, partnership, employment or agency relationship created between you and Company as a result of this Agreement or use of the Website and Company Services.

### **30. CONTACT US**

To resolve a complaint regarding the Website and/or Company Services, or to receive further information regarding use of the Website and/or Company Services, please contact Company as set forth below:

WayWiser.Life, 1920 E. Riverside Dr. Ste A120, #277 Austin, TX 78741; Phone: +1 (888) 897-1430; Email: [support@waywiser.life](mailto:support@waywiser.life).