

The following terms and conditions (the "Terms" or "Agreement") govern all use of the Mentle website (the "Site") and the Mentle mobile application (the "App"), the products and Services made available on or at the Site or the App (collectively, the "Service"). The Service is owned and operated by Mentle Inc., ("Mentle"). The Service is offered subject to your (the "User's") acceptance without modification of all of the terms and conditions contained herein and all other rules, policies and procedures that may be made available on the Service from time to time.

These Terms together with the privacy policy available at ("Privacy Policy"), limited warranty available at ("Limited Warranty"), and other additional agreements referred to and/or linked herein, all of which are incorporated herein by reference, are, collectively, the "Agreement."

Please, read these Terms, Agreement and any additional terms applicable to your use of the Services before using it. By accessing or using the Services either as a registered user or not, you confirm your agreement to be bound by these Terms. These Terms expressly supersede prior agreements or arrangements with you regarding the use of the Services.

If you fail to abide by the provisions of the Terms herein, except as otherwise permitted by us from time to time, you agree that we may suspend or delete your user account and all information related to such account, with or without notice to you.

Throughout these Terms, we use "Mentle", "we", "us" and "our" to refer to Mentle Inc., offering our Services to you.

**IMPORTANT ARBITRATION NOTICE:** THESE TERMS CONTAIN DISCLAIMERS OF WARRANTIES AND LIMITATIONS OF LIABILITIES INCLUDING ARBITRATION AND CLASS ACTION WAIVER PROVISIONS THAT WAIVE YOUR RIGHT TO A COURT HEARING, RIGHT TO A JURY TRIAL, AND RIGHT TO PARTICIPATE IN A CLASS ACTION. ARBITRATION IS MANDATORY AND IS THE EXCLUSIVE REMEDY FOR ANY AND ALL DISPUTES ARISING OUT OF YOUR USE OF OUR SERVICE UNLESS TO THE MAXIMUM EXTENT PERMITTED BY APPLICABLE LAWS. BY ENTERING THIS AGREEMENT, YOU EXPRESSLY ACKNOWLEDGE THAT YOU HAVE READ AND UNDERSTAND ALL OF THE TERMS OF THIS AGREEMENT AND HAVE TAKEN THE TIME TO CONSIDER THE CONSEQUENCES OF THIS IMPORTANT DECISION.

## **1. Changes to the Terms**

We may modify these Terms at any time, at our sole discretion as they are subject to change. If we do so, we will let you know either by posting the modified Terms on the Service or through other communications such as the mobile phone number and email address registered in your account. You must review the Terms whenever we modify them because if you continue to use

the Services after we have posted modified Terms on the platform, you are indicating to us that you agree to be bound by the modified Terms.

If you do not agree to be bound by the modified Terms, then you may not use the Services anymore. Because our Services are evolving over time we may change or discontinue all or any part of the Services, at any time and without notice, at our sole discretion.

## **2. Mentle services description and medical disclaimer**

Service description: The Mentle service provides an AI mental health assistant. We are providing an AI-based application that will be able to talk to people about their feelings and emotions. Through the mobile application, the user will be able to talk to the AI mental health assistant, converting voice into text and providing users analytics based on that text.

The Mentle service is not designed to be used for emergencies, nor is it designed to replace face-to-face psychotherapy or to provide professional medical advice. If you believe you are experiencing any mental or medical emergency, please call 911 or other designated emergency numbers or services.

If you are contemplating committing suicide or have a feeling that you are a danger to others or to yourself, you must not use this service. We advise that you call 911 or other designated emergency services.

Medical Disclaimer: Mentle, together with and including all Content, features and services thereon, wherever from or however derived and including all Content on the service is not a substitute for independent professional medical advice from your qualified health care professional and should not be taken as such.

You understand that mental health disorders and related disorders are serious conditions. You also understand that Mentle is not a medical or health service provider and we do not in any way, engage in the practice of medicine or engage in patient diagnosis. The Mentle Services is not designed for any form of therapy nor for the purpose of diagnosing or treating psychiatric and/or related medical problems or conditions. None of the products or services offered through the service represents or warrants that any particular service or product is safe, appropriate or effective for you and you acknowledge that you will not rely on any of its Contents, but will treat the information as being only of a general and informational nature.

Professional medical advice and seeking medical treatment or advice should never be neglected because of what you learnt or read using our Services. We strongly recommend that you consult

your doctor or a professional health provider whenever you have a personal question concerning a medical issue or symptom.

You also agree that your use of the Mentle services does not in any way establish a doctor-patient relationship. You should always consult with your doctor, therapist, psychiatrist or other healthcare service providers before making use of any of the information, guide or recommendations offered to you through the Service.

Mentle and its services do not constitute the practice of any medical, nursing or other professional health care advice, diagnosis or treatment. You should always talk to your health care provider for diagnosis and treatment, including your specific medical needs. You agree that your use of the Services is entirely at your own risk.

### **3. Eligibility, Account Registration and Security**

To be eligible to sign up and make use of the Mentle Services as a registered user, you must be 18 years of age, or up to the age of the majority in your country. By signing up to use the Services, you represent and warrant that you are at least 18 years old or visiting this site under the supervision of a parent or legal guardian if you are between the ages of 13 and 17 years old.

In order to access and use certain features of the Services, you may be required to create and maintain a user account ("Account"). To create an account, you will be required to choose a username and specify a password or by using your existing third party networking accounts that are enabled by Mentle now or in the future such as Facebook, Google, Twitter or others ("Third Party Networks"), if any.

By creating an account, you are expected to provide us with accurate and complete registration information (including but not limited to your email address and/or mobile telephone number, and payment information,). You may also be required to provide some more information from time to time and you agree to provide Mentle with such information as may be required of you from time to time. You will also keep your registration information accurate and up-to-date.

You agree that you shall not impersonate or misrepresent your identity with any person or entity, including by using another person's login, password, or other account information without authorization from such person or entity.

You are solely responsible for maintaining the privacy of your password and account, and you are solely responsible for all activity conducted via your account by you or by anyone who uses it. You agree to keep your password secure at all times. You must notify us immediately if you believe that your account password has been compromised.

Mentle will not be responsible to you or any other party for any loss that may arise from the unauthorized use of your account, whether with or without your knowledge. You also agree to indemnify and hold us harmless for any losses incurred by Mentle or any other party as a result of someone else making use of your account as a result of your failure to safeguard your account.

Mentle reserves the right to refuse registration of or cancel a user name, at its sole discretion.

#### **4. Intellectual property, copyrights and trademarks**

Intellectual property: All the content included on the Mentle Services, including, but not limited to, images, illustrations, text, scripts, graphics, audio clips, video clips, and other interactive features made available to you on the Service, logos, trademarks, and service marks contained herein, are owned by Mentle or its licensors. Other service marks, logos, and names on this Service are the property of their respective owners. Any use of the Service or the contents made available to you through the Service other than as specifically authorized herein, without our prior written permission, is strictly prohibited and will terminate the license granted herein. Such unauthorized use may also violate applicable laws including without limitation copyright and trademark laws and applicable communications regulations and statutes. Unless explicitly stated herein, nothing in these Terms shall be construed as conferring any license to intellectual property rights, whether by estoppel, implication, or otherwise. This license is revocable by Mentle at any time without notice and with or without cause. Despite the foregoing, we make no claim to the trademarks, copyrights, patents, or other intellectual property contained in certain third party features, which are entirely the property of its owner, assignees, and licensees.

Permitted use: Subject to the terms and conditions of this Agreement, the software and services provided in connection with the Service is solely for your own personal use, and not for the use or benefit of any third party. Unless otherwise expressly authorized herein or in the Service, you agree not to display, publish, copy, modify, create derivatives from, upload, transfer, use, distribute, license, sell or resell for any commercial purposes, any portion of the Service, use of the Service, or access to the Service.

Mentle may change, discontinue or suspend the Service, including the availability of any feature, content or database, at any time, with or without notice. Mentle may also impose limits on certain features and services or restrict your access to parts or all of the Services without notice or liability. You agree that Mentle may establish general rules and limits concerning the use of the Service, including the maximum period that content or other data will be retained by the Service and the maximum storage space that will be allocated on your behalf on Mentle's servers. You agree that Mentle has no responsibility or liability for the deletion or failure to store any data or other content maintained or uploaded by the Service.

You may not copy, modify, distribute, sell, or lease any part of the Service, nor may you reverse engineer or attempt to extract the source code of that software, unless laws prohibit these restrictions or you have our written permission to do so. You agree not to remove, alter, or obscure any copyright, trademark, or other proprietary rights notice on or in the Service. You shall not sell, license, rent, or otherwise use or exploit any Content for commercial (whether or not for profit) use or in any way that violates any third party right.

## **5. Purchases, subscriptions, and auto-renewals**

Mentle may make certain paid features available to you through the app that can help you take full advantage of the Services that we offer. We may offer the opportunity to purchase access to the Service ("Subscription") by making purchases within the app (In-app purchases). These payments may require you to provide a valid method of payment, such as a credit card or debit card (a "Payment Method"). You are responsible for all charges incurred in connection with your payment and you agree to pay the fees and charges for any purchased feature.

### Subscriptions

We may in our sole discretion offer a free trial or discounted subscription offers. By selecting a Subscription, you agree to pay a subscription fee on a designated cycle for the Services that we make available to you (the "Subscription Fee"). Upon the expiration of a free trial or discounted subscription offer (where applicable), you will be charged the applicable subscription fees for your use of the Services.

### Billing cycle

The Subscription Fee will be billed at the time you establish your Subscription and on an ongoing, regular basis unless you cancel your Subscription. Note that the timing of your billing may change (i.e. in the event of a problem with your Payment Method, such as an expired credit card).

### Subscription plan/subscription fees changes

Mentle reserves the right to change the price for a subscription to the Service at our sole discretion and such subscription fee change will become effective at the end of the then-current Billing Cycle. We can also make changes to our subscription plans. We will ensure to provide you with reasonable prior notice of any change in our Subscription plans and subscription fee in order to give you the opportunity to evaluate your current subscription and make any changes, up to and including the option to terminate your Subscription before such change becomes effective.

Unless subscription fees have been locked in under contract with Mentle for a specific agreed period, your continuing use of the Service after the subscription fees adjustment takes effect constitutes your consent to pay the updated subscription fee amount.

### Cancellation

You can cancel your subscription or auto-renewals at any time in your account settings with the AppStore and in accordance with the AppStore policies. Please note that you must cancel your subscription before it renews for a subsequent term in order to avoid being charged for the next term's subscription Fee. If you cancel your subscription, the cancellation will become effective at the end of the then-current term.

### No refunds

Refunds will not be provided for any subscription. If you have commenced a subscription period and you then decide to cancel your subscription during such period, you will not be entitled to receive a refund for the fees you already paid for such subscription period. However, you will continue to be able to use the service for which you subscribed until the end of such subscription period. You understand and agree that we will not provide refunds, or prorated billing for subscriptions that are cancelled mid-term except as otherwise permitted by the AppStore in line with their refunds policy.

## **6. Audio and visual content**

The services we make available to you may contain one or more visual and/or audio recordings (individually and collective hereinafter referred to as the "Recordings"). This section describes our respective rights and responsibilities with regard to the Recordings.

All Recordings are to be watched and/or listened to for informational purposes only. Recordings are not intended to provide specific medical or physical advice, or any other advice whatsoever to you, any other individual or company, and should not be relied upon in that regard. Information provided in Recordings is not all-inclusive, is limited to information that is made available, and such information should not be relied upon as all-inclusive or accurate.

## **7. Third-party Distribution Channels**

Mentle's App and Services is currently available through the Apple AppStore and may be made available through the Google PlayStore or other distribution channels in the future. If you obtain Mentle's App and Services through such a distribution channel, you may be subject to additional terms of the distribution channel. These Terms of Service are between you and us only, and not with the distribution channel. To the extent that you utilize any other third party products and

services in connection with your use of our Services, you agree to comply with all applicable terms of any agreement for such third party products and services.

This paragraph applies to any App that you acquire from the Apple App Store or use on an iOS device:

- i. Mentle and you acknowledge that these Terms and Conditions are concluded between Mentle and you only, and not with Apple. As between Mentle and Apple, Mentle, not Apple, is solely responsible for the App and the content thereof.
- ii. You may not use the App in any manner that is in violation of or inconsistent with the Usage Rules set forth for the App in, or otherwise be in conflict with, the App Store Terms of Service.
- iii. Your license to use the App is limited to a non-transferable license to use the App on any Apple-branded products that you own or control and as permitted by the Usage Rules set forth in the Apple Media Services Terms and Conditions.
- iv. Apple has no obligation whatsoever to furnish any maintenance and support services with respect to the App.
- v. In the event of any failure of the App to conform to any applicable warranty, you may notify Apple, and Apple will refund the app purchase price to you (if applicable) and, to the maximum extent permitted by applicable law, Apple will have no other warranty obligation whatsoever with respect to the App, and any other claims, losses, liabilities, damages, costs or expenses attributable to any failure to conform to any warranty will be, as between Mentle and Apple, Mentle's sole responsibility, to the extent it cannot be disclaimed under applicable law.
- vi. Mentle and you acknowledge that Mentle, not Apple, is responsible for addressing any claims of you or any third party relating to App or your possession and/or use of that App, including, but not limited to: (i) product liability claims; (ii) any claim that the App fails to conform to any applicable legal or regulatory requirement; and (iii) claims arising under consumer protection, privacy, or similar legislation.
- vii. In the event of any third party claim that the App or the end-user's possession and use of that App infringes that third party's intellectual property rights, as between Mentle and Apple, Mentle, not Apple, will be solely responsible for the investigation, defense, settlement and discharge of any such intellectual property infringement claim.
- viii. 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.

- ix. If you have any questions, complaints or claims with respect to the App, you should direct them to Mentle as follows: email to [feedback@mentle.app](mailto:feedback@mentle.app).
- x. You must comply with applicable third-party terms of agreement when using the App
- xi. Mentle and you acknowledge and agree that Apple, and Apple's subsidiaries, are third-party beneficiaries of these Terms and Conditions with respect to the App, and that, upon your acceptance of these Terms and Conditions, Apple will have the right (and will be deemed to have accepted the right) to enforce these Terms and Conditions against you with respect to the App as a third-party beneficiary thereof.

## **8. Content owned by Mentle**

You agree that all content and materials (including audio, video, text, data, code, software, pictures, graphics, sound, music, or other materials, collectively, "Content") delivered via the Service or otherwise made available by Mentle via the Service are protected by copyrights, trademarks, service marks, patents, trade secrets or other proprietary rights and laws. Except as expressly authorized by Mentle in writing, you agree not to sell, license, rent, modify, distribute, copy, reproduce, transmit, publicly display, publicly perform, publish, adapt, edit or create derivative works from such materials or content. However, as a user of the Mentle Service, you may print or download a reasonable number of copies of the materials or content for your own informational purposes; provided, that you retain all copyright and other proprietary notices as described in the "Intellectual Property" clause above. Reproducing, copying or distributing any content, materials or design elements on the Service for any other purpose is strictly prohibited without the express prior written permission of Mentle. The foregoing does not apply to your own User Content that you legally uploaded to the Service.

## **9. Feedback, your content and submissions**

The Mentle Services may permit you to add and share certain content such as posts, photos, links, text, questions, and other files and information about the Mentle services and/or your use of the Services ("Content"), to share with other users of the Mentle Service. You understand that all Content, whether publicly posted or privately transmitted, is the sole responsibility of the person who originated such Content. Mentle cannot guarantee the authenticity of any Content or data which users may provide about themselves. You acknowledge that all Content accessed by you using the Service is at your own risk and you will be solely responsible and liable for any damage or loss to you or any other party resulting therefrom.

In order to protect the integrity of the Mentle Services and protect our users from abuse, Mentle reserves the right (but is under no obligation) to remove posted content or information that, in Mentle's sole judgment, violates these Terms or negatively affects our platform, diminishes the



integrity of the Mentle Services, system or otherwise is inconsistent with the business interests of Mentle.

You shall be solely responsible for all and the consequences of sharing, posting or publishing any content on the Mentle Service. You agree that Mentle has no liability with respect to any of your content, and you hereby irrevocably release Mentle and its officers and directors, employees, agents, representatives and affiliates, from any and all liability arising out of or relating to your content or any part thereof.

By submitting your content to Mentle, or displaying, publishing, or otherwise posting any content on or through the Mentle Service, you hereby grant Mentle a worldwide, non-exclusive, perpetual, royalty-free, fully paid, sublicensable and transferable license to reproduce, distribute, modify (such as by editing or otherwise creating derivatives), display your content in accordance with the terms of this Agreement. You agree not to contest any modifications made by Mentle and hereby waive any claims with respect thereto. For clarity, the foregoing license grant to Mentle does not affect your ownership or license rights in your content made available on the Service, including the right to grant additional licenses to the content in any of your submitted content.

In connection with your content made available on the Mentle Service, you affirm, represent, and warrant that:

- i. you own or have the necessary rights, licenses, consents, and permissions to use and authorize Mentle to use such content and to enable inclusion and use of such content in the manner contemplated by the Service and this Terms;
- ii. you have the written consent, release, and/or permission of every identifiable individual in your content to use the name or likeness of every such identifiable individual to enable inclusion and use of the content in the manner contemplated by the Service and the Terms herein; and
- iii. the posting of your content on or through the Service or otherwise does not violate the privacy rights, publicity rights, intellectual property rights, contract rights, or any other rights of any individual or entity. You agree to pay all royalties, fees, and other monies owing to any individual or entity by reason of any content posted by you to or through the Service.
- iv. Such content does not in any way, create a risk of loss, harm, mental or physical injury, disability, emotional distress, mental illness or death to you or to any other entity.
- v. Such content does not include information that you know for a fact is incorrect and misleading.

You are solely responsible for all content that you upload, post, publish, display or email via the Service. Mentle does not endorse any User Content, submission, opinion, recommendation, or advice expressed therein, and Mentle expressly disclaims all responsibility or liability in connection with User Content Submission(s). You acknowledge the global nature of the Internet and you agree to comply with all local rules and laws regarding your use of the Service, including as it concerns online conduct and acceptable content.

Again, you acknowledge that Mentle does not pre-screen Content, and agree that Mentle has the right to, in its sole discretion, remove any User Content at any time (with or without notice).

You acknowledge and agree that any questions, comments, suggestions, ideas, feedback or other information about the Service, provided by you to Mentle are non-confidential and Mentle can unrestrictedly use and disseminate them for any purpose, commercial or other, without acknowledgement or compensation to you.

#### **10. Obscene and offensive content**

We are not responsible for any obscene or offensive content that you receive or view from others while using our Service. However, if you do receive or view such content, please contact us by email at [feedback@mentle.app](mailto:feedback@mentle.app) so that we can investigate the issue. Although we are not obligated to do so, we reserve the right to monitor, investigate, and remove obscene or offensive material posted to our Service.

#### **11. User representation and acceptable use**

You hereby represent, warrant and agree that no materials of any kind submitted through your account or otherwise posted or shared by you through the service will be in violation of the rights of any third party, including but not limited to the copyright, trademark, publicity, privacy or other personal or proprietary rights.

Although we are committed to providing a safe user experience, we do not guarantee that the platform, or any content in it, will be safe, error-free or uninterrupted, or that it will be free from bugs or viruses. From time to time, access to the service may be interrupted, suspended, or restricted, including because of a fault, error or unforeseen circumstances, or scheduled maintenance. We shall not be liable to you for any loss or damage that you may suffer as a result of the service being unavailable at any time for any reason.

You agree, undertake and confirm that your use of the platform shall be strictly in accordance with the following binding guidelines:

- a. You shall not host, display, upload, modify, publish, transmit, update or share any listing or information which:
  - i is in violation of local, state, or federal laws and regulations.
  - ii belongs to another person and to which you do not have any right to make use of or promote an illegal or unauthorized copy of another person's copyrighted work such as providing pirated computer programs or links to them, providing information to circumvent manufacture-installed copy-protect devices;
  - iii is grossly harmful, harassing, defamatory, obscene, pornographic, paedophilic, libellous, invasive of another's privacy, hateful, or racially, ethnically objectionable, disparaging, relating or encouraging money laundering or gambling, or otherwise unlawful in any manner whatever; or,
  - iv is patently offensive to the online community, such as sexually explicit content, or content that promotes obscenity, paedophilia, racism, bigotry, hatred or physical harm of any kind against any group or individual or provides material that exploits people in a sexual, violent or otherwise inappropriate manner or solicits personal information from anyone;
  - v Involves the transmission of "junk mail", "chain letters", or unsolicited mass mailing or "spamming" or contains any trojan horses, worms, time bombs, cancelbots, easter eggs or other computer programming routines that may damage, detrimentally interfere with, diminish the value of, surreptitiously intercept or expropriate any system, data or personal information;
  - vi promotes illegal activities or conduct that is abusive, threatening, obscene, defamatory or libelous;
  - vii Provides instructional information about illegal activities such as making or buying illegal weapons, violating someone's privacy, or providing or creating computer viruses; contains video, photographs, or images of another person (with a minor or an adult);
  - viii tries to gain unauthorized access or exceeds the scope of authorized access to the Service or to profiles, blogs, communities, account information, bulletins, or other areas of the Service or solicits passcodes or personal identifying information for commercial or unlawful purposes from other users.
  - ix interferes with another user's use and enjoyment of the Service or any other individual's user and enjoyment of similar services;
  - x refers to any website or URL that, in our sole discretion, contains material that is inappropriate for the Service or contains content that would be prohibited or violates the letter or spirit of these Terms.
- b. You shall not use any "deep-link", "page-scrape", "robot", "spider" or other automatic devices, program, algorithm or methodology, or any similar or equivalent manual process,

to access, acquire, copy or monitor any portion of the Platform or any Content, or in any way reproduce or circumvent the navigational structure or presentation of the Services or any Content, to obtain or attempt to obtain any materials, documents or information through any means not purposely made available through the Services.

- c. You shall not abuse any discounts, coupons, or promotions by harvesting or farming discounts or coupons.
- d. You shall not attempt to gain unauthorized access to any portion or feature of the Service, or any other systems or networks connected to the Services or to any server, computer, network, or any of the services offered on or through the Service, by hacking, password "mining" or any other illegitimate means.
- e. You shall not attempt to encourage, permit, or allow other users of the Service to do anything that is prohibited or anything that violates the terms of this agreement.
- f. You shall not use the Service for fraudulent or illegal purposes, or in connection with a criminal offense or any unlawful activity.
- g. You shall not probe, scan or test the vulnerability of the service or any network connected to the service nor breach the security or authentication measures on the service or any network connected to the Service. You may not reverse look-up, trace or seek to trace any information on any other user to Services, or any other customer, including any account on the Services not owned by you, to its source, or exploit the Services or information made available or offered by or through the Service, in any way where the purpose is to reveal any information, including but not limited to personal identification or information, other than your own information, as provided for by Mentle.
- h. You shall not attempt to obtain another user's account username, password, or other security information.
- i. You shall not conceal your true IP address or otherwise misrepresent or impersonate your identity.
- j. You agree not to use any device, software, or routine to interfere or attempt to interfere with the proper working of the Service or any transaction being conducted on the Services, or with any other person's use of the Services.
- k. You shall not use our Services for any other purpose that is other than what is intended by Mentle as described herein

## **12. Cyberbullying and Internet Harassment**

Cyberbullying and Internet harassment are prohibited within our community. Although we support free speech rights, such rights are limited where the purpose or effect of the expression is to bully, harass, threaten, ridicule, embarrass, and/or intimidate others. This is particularly true in matters involving race, ethnicity, national origin, religion, gender, sex, sexual orientation, physical disability, and/or mental condition.

Suppose we decide, in our sole discretion, that you have committed cyber-bullying acts or Internet harassment. In that case, we reserve the right to unilaterally suspend or ban your use of our Service immediately with or without notice to you. Although we are not obligated to do so, we reserve the right to monitor, investigate, and remove material posted to the Service that we determine constitutes cyber-bullying or Internet harassment.

If we suspect that the cyberbullying acts or Internet harassment constitute illegal activity, we may, in our sole discretion, provide information to law enforcement or other government officials for purposes of investigating the misconduct. Examples of illegal conduct include but are not limited to, threats of violence, uploading sexually explicit images, and stalking others. This sharing of information is consistent with our Privacy Policy terms governing the suspected illegal activity.

### **13. User interactions and assumption of risk**

We are not responsible for verifying Users that make use of the platform. As such, it is your responsibility to be careful when communicating or interacting with other Users via our public chat forum. You understand and agree that Mentle does not, and cannot, confirm that each User is who he/she/they claims to be. You assume all risks associated with Users with whom you come into contact. If you have any disputes or issues with any User you agree to pursue any remedies directly with the applicable User, and you release Mentle, its subsidiaries, and their respective employees, directors, and agents from all claims, demands, and damages of every kind (actual and consequential and direct and indirect) known and unknown, suspected and unsuspected, disclosed and undisclosed, to the fullest extent permitted by law.

### **14. Software and software updates**

For the software you are authorized by Mentle to download via the Service, Mentle grants you a personal, nontransferable, nonsublicensable, nonexclusive license to use such software solely for the user's personal, non-commercial use, and only in accordance with these Terms provided by Mentle.

The App may communicate with the Mentle servers to deliver the functionality and certain features to the app in order to keep the app running smoothly. We may from time to time develop and deliver patches, bug fixes, updates, upgrades and other modifications to improve or otherwise modify the performance of the App and related services ("Updates"). These Updates may be installed on the software distribution platform of AppStore, GooglePlay or the other platforms by providing additional notice.

### **15. Communication services and fees**

When you make use of the Mentle Service, you understand that you are responsible for all internet fees, carrier data plans, and other associated fees. In particular, the Service includes services available via a mobile device, including via an application downloaded and installed on a mobile device and the upload and download of content via the mobile device. Standard charges, data rates and other charges from your wireless service provider may apply. You agree that we may communicate with you about Mentle and the Service by SMS, MMS, text message or other electronic means on your mobile device and that certain information about your use of the mobile services may be communicated to us. If you change or deactivate your mobile phone number, you agree to promptly update your Mentle account information appropriately.

## **16. Privacy**

In the course of accessing and/or using the site and the Services that we offer; we may obtain certain information about you or you may be required to provide certain information to us. All uses of your information will be treated in accordance with our Privacy Policy which herein forms an integral part of these Terms. Please refer to our Privacy Policy for information on how we collect, use and disclose information from our users. If you use the Services and/or the site, and/or if you register for an account, you are accepting our Privacy Policy, which may be amended from time to time. If you do not agree to have your information used in any of the ways described in the Privacy Policy, you must discontinue the use of the website and the Services.

## **17. Third-Party content and resources**

The Service may permit you to link to other websites, services or resources on the Internet, and other websites, services or resources may contain links to the App; ("Third-Party Content"). These other websites are not under Mentle's control, and you acknowledge that Mentle is not liable or responsible for the content, accuracy, functions, legality, appropriateness or any other aspect of such websites or resources. The inclusion of any such link does not imply endorsement by Mentle.

You further acknowledge and agrees that Mentle shall not be responsible or liable, directly or indirectly, for any damage or loss caused or alleged to be caused by or in connection with the use of or reliance on any content, goods, information, or services available on or through any such website or resource.

## **18. Copyright and infringement notification**

Mentle respects the intellectual property of others and asks its users of the platform to do the same. Mentle's Service may not be used to transmit, retransmit, distribute, post, or store any material that is in violation of any rights of any person including rights protected by copyright, trade secret, patent, or other intellectual property or similar laws or regulations.

Mentle has established procedures for enforcing this statement which is designed to be in accord with the Digital Millennium Copyright Act. If you believe that your copyrighted work has been copied and is accessible on any of Mentle's Services in a way that constitutes copyright infringement, please notify us.

In order to be valid, the notification must be in writing and must contain the following information:

- i. a description of the copyrighted content or other intellectual property that you claim has been infringed;
- ii. a statement by you that you have a good faith belief that the use of this content or intellectual property is not authorized and for which reason;
- iii. a detailed description of where this content or intellectual property is located on the Service, in order for us to find it;
- iv. your address, telephone number, and email address;
- v. a signature of the person authorized to act on behalf of the owner of the copyright or other intellectual property interest;
- vi. a statement by you, made under penalty of perjury, that the above information provided by you in the notification is accurate and that you are the copyright or intellectual property owner or authorized to act on the behalf of the copyright or intellectual property owner.

Please note that (i) any person who knowingly misrepresents to Mentle that material is infringing shall be liable to Mentle and/or the alleged infringer for any damages (including costs and attorneys' fees) suffered or incurred by Mentle and/or the alleged infringer as a result of Mentle's reliance on such misrepresentation and removing or disabling access to such material. ii) Similarly, any person who knowingly misrepresents to Mentle that the material was removed or access blocked by mistake or misidentification shall be liable to Mentle and/or the copyright owner or its authorized licensee for any damages (including costs and attorneys' fees) suffered or incurred by Mentle and/or the copyright owner or its authorized licensee as a result of Mentle's relying on such misrepresentation and replacing such removed or blocked material.

## **19. Warranty Disclaimer**

THE SERVICE (INCLUDING, WITHOUT LIMITATION, THE APP, THE SITE, CONTENT, AND MATERIALS) IS PROVIDED 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 OR NON-INFRINGEMENT.

MENTLE MAKES NO PROMISE OR WARRANTY THAT (I) THE SERVICE WILL BE FREE OF VIRUSES OR OTHER HARMFUL COMPONENTS; (II) THE RESULTS OF USING THE SERVICE (OR ANY USER SUBMISSION(S)) WILL MEET THE USER'S REQUIREMENTS; (III) THAT THE CONDUCT OR QUALITY OF ANY THIRD-PARTY CONTENT ACCESSED THROUGH THE MENTLE SERVICE WILL BE SUITABLE. YOUR USE OF THE MENTLE SERVICE IS SOLELY AT YOUR OWN RISK.

## **20. Limitation of Liability**

YOU AGREE THAT TO THE MAXIMUM EXTENT PERMITTED BY APPLICABLE LAW, MENTLE WILL NOT BE LIABLE TO YOU UNDER ANY THEORY OF LIABILITY.

INFORMATION MADE AVAILABLE TO YOU VIA THE SERVICES SHOULD NOT NECESSARILY BE RELIED UPON AND SHOULD NEVER BE CONSTRUED TO BE PROFESSIONAL MEDICAL ADVICE FROM US. WE DO NOT GUARANTEE THE ACCURACY, EFFICACY OR COMPLETENESS OF ANY OF THE INFORMATION PROVIDED, AND ARE NOT RESPONSIBLE FOR ANY LOSS RESULTING FROM YOUR RELIANCE ON SUCH INFORMATION.

IN NO EVENT SHALL MENTLE OR ANY OTHER PARTY INVOLVED IN CREATING, PRODUCING, OR DELIVERING THE MENTLE SERVICES, PRODUCTS OR CONTENT BE LIABLE FOR ANY INCIDENTAL, SPECIAL, EXEMPLARY OR CONSEQUENTIAL DAMAGES, INCLUDING, BUT NOT LIMITED TO, LOST PROFITS, LOSS OF DATA OR GOODWILL, SERVICE INTERRUPTION, COMPUTER DAMAGE OR SYSTEM FAILURE OR THE COST OF SUBSTITUTE SERVICES OR PRODUCTS ARISING OUT OF OR IN CONNECTION WITH THESE TERMS, WHETHER BASED ON WARRANTY, CONTRACT, TORT (INCLUDING NEGLIGENCE), PRODUCT LIABILITY OR ANY OTHER LEGAL THEORY, AND WHETHER OR NOT CALM HAS BEEN INFORMED OF THE POSSIBILITY OF SUCH DAMAGE, EVEN IF A LIMITED REMEDY SET FORTH HEREIN IS FOUND TO HAVE FAILED OF ITS ESSENTIAL PURPOSE.

IN ADDITION, MENTLE SHALL NOT BE LIABLE FOR ANY LOSS OR LIABILITY RESULTING, DIRECTLY OR INDIRECTLY, FROM THE USER'S ACCESS OR INABILITY TO ACCESS OR OTHERWISE USE THE SERVICE (INCLUDING, WITHOUT LIMITATION, ANY DELAYS OR INTERRUPTIONS DUE TO ELECTRONIC OR MECHANICAL EQUIPMENT FAILURES, DENIAL OF SERVICE ATTACKS, PROCESSING FAILURES, TELECOMMUNICATIONS OR INTERNET PROBLEMS OR UTILITY FAILURES).

IN NO EVENT WILL MENTLE'S TOTAL LIABILITY ARISING OUT OF OR IN CONNECTION WITH THESE TERMS OR FROM THE USE OF OR INABILITY TO USE THE SERVICES EXCEED THE AMOUNTS YOU HAVE PAID TO MENTLE FOR USE OF THE SERVICES OR ONE HUNDRED DOLLARS (\$100), IF YOU HAVE NOT HAD ANY PAYMENT OBLIGATIONS TO MENTLE, AS APPLICABLE. THE EXCLUSION AND LIMITATIONS OF DAMAGES SET FORTH ABOVE ARE FUNDAMENTAL ELEMENTS OF THE BASIS OF THE BARGAIN BETWEEN MENTLE AND YOU.



YOU AGREE THAT IF YOU ARE DISSATISFIED WITH ANY PORTION OF THE SERVICE OR WITH THESE TERMS, YOUR SOLE AND EXCLUSIVE REMEDY IS TO DISCONTINUE THE USE OF THE SERVICE.

## **21. Indemnification**

You agree that as a condition of use of the Services, you will indemnify, defend, and hold harmless Mentle, its officers, directors, employees, agents, licensors and suppliers (collectively, the "Service Providers") from and against any and all losses, expenses, damages and costs, including reasonable attorneys' fees, resulting from your use of the Services or any product, including any claims alleging facts that if true would constitute a violation of these Terms or any activity related to your account (including negligent or wrongful conduct) by you or any other person accessing the Services using your account.

## **22. Termination**

Mentle may terminate User's access to all or any part of the Service at any time, with or without cause, effective upon notice thereof to User (provided that, if Mentle determines there may be an immediate threat to Mentle, it may terminate such access without notice). You may also terminate your use of the Mentle Services and cancel your Account at any time by sending an email to us at [feedback@mentle.app](mailto:feedback@mentle.app). If you purchase a Subscription via an AppStore, you should also cancel your Subscription directly from the AppStore.

Upon termination notice from Mentle, the user will (i) no longer access (or attempt to access) the Service and (ii) delete all software (and copies thereof) provided in connection with the Service. All provisions of this Agreement that by their nature should survive termination shall survive termination, including, without limitation, ownership provisions, warranty disclaimers and limitations of liability.

## **23. Choice of law and jurisdiction**

These Terms and your use of the service are governed by and construed in accordance with the laws of the State of Delaware, U.S.A., applicable to agreements made and to be entirely performed within the State of Delaware, without regard to its conflict of law principles.

## **24. Dispute resolution; arbitration**

### *(i) Informal negotiations*

To expedite dispute resolution and control the cost of any dispute, controversy or claim related to this Agreement (or the breach, termination, enforcement, interpretation or validity thereof) ("Dispute"), you as a user of the Mentle Services agree to first attempt to negotiate any Dispute

(except those Disputes expressly provided below) informally for at least thirty (30) days before initiating any arbitration. Such informal negotiations commence upon written notice from one person to the other.

*(ii) Agreement to Arbitrate*

In the event where informal negotiation did not work, you and Mentle agree that any dispute, claim or controversy arising out of or relating to these Terms or the breach, termination, enforcement, interpretation or validity thereof or the use of the Services or Content (collectively, “Disputes”) will be settled by binding arbitration, except that each party retains the right: (i) to bring an individual action in small claims court and (ii) to seek injunctive or other equitable relief in a court of competent jurisdiction to prevent the actual or threatened infringement, misappropriation or violation of a party’s copyrights, trademarks, trade secrets, patents or other intellectual property rights (the action described in the foregoing clause (ii), an “IP Protection Action”).

Without limiting the preceding sentence, you will also have the right to litigate any other Dispute if you provide Mentle with written notice of your desire to do so by email at [feedback@mentle.app](mailto:feedback@mentle.app) within thirty (30) days following the date you first agree to these Terms (such notice, an “Arbitration Opt-out Notice”). If you don’t provide Mentle with an Arbitration Opt-out Notice within the thirty (30) day period, you will be deemed to have knowingly and intentionally waived your right to litigate any Dispute except as expressly set forth in clauses (i) and (ii) above.

The exclusive jurisdiction and venue of any IP Protection Action or, if you timely provide Mentle with an Arbitration Opt-out Notice, will be the state and federal courts located in the state of Delaware and each of the parties hereto waives any objection to jurisdiction and venue in such courts. Unless you timely provide Mentle with an Arbitration Opt-out Notice, you acknowledge and agree that you and Mentle are each waiving the right to a trial by jury or to participate as a plaintiff or class member in any purported class action or representative proceeding. Further, unless both you and Mentle otherwise agree in writing, the arbitrator may not consolidate more than one person’s claims, and may not otherwise preside over any form of any class or representative proceeding. If this specific paragraph is held unenforceable, then the entirety of this “Dispute Resolution” section will be deemed void. Except as provided in the preceding sentence, this “Dispute Resolution” section will survive any termination of these Terms

*(iii) Arbitration Rules*

The arbitration will be administered by the American Arbitration Association (“AAA”) in accordance with the Commercial Arbitration Rules and the Supplementary Procedures for

Consumer-Related Disputes (the “AAA Rules”) then in effect, except as modified by this “Dispute Resolution” section. (The AAA Rules are available at [www.adr.org/arb\\_med](http://www.adr.org/arb_med) or by calling the AAA at 1-800-778-7879.) The Federal Arbitration Act will govern the interpretation and enforcement of this Section.

*(iv) Arbitration Process*

A party who desires to initiate arbitration must provide the other party with a written Demand for Arbitration as specified in the AAA Rules. (The AAA provides a general Demand for Arbitration form and a separate form for Demand for Arbitration for California residents.) The arbitrator will be either a retired judge or an attorney licensed to practice law and will be selected by the parties from the AAA’s roster of arbitrators. If the parties are unable to agree upon an arbitrator within seven (7) days of delivery of the Demand for Arbitration, then the AAA will appoint the arbitrator in accordance with the AAA Rules.

*(v) Arbitrator’s Decision*

The arbitrator will render an award within the time frame specified in the AAA Rules. The arbitrator’s decision will include the essential findings and conclusions upon which the arbitrator based the award. Judgment on the arbitration award may be entered in any court having jurisdiction thereof. The arbitrator’s award of damages must be consistent with the terms of the “Limitation of Liability” section above as to the types and amounts of damages for which a party may be held liable. The arbitrator may award declaratory or injunctive relief only in favor of the claimant and only to the extent necessary to provide relief warranted by the claimant’s individual claim. If you prevail in arbitration, you will be entitled to an award of attorneys’ fees and expenses, to the extent provided under applicable law.

*(vi) Fees*

Your responsibility to pay any AAA filing, administrative and arbitrator fees will be solely as set forth in the AAA Rules. However, if your claim for damages does not exceed \$1,000, Mentle will pay all such fees unless the arbitrator finds that either the substance of your claim or the relief sought in your Demand for Arbitration was frivolous or was brought for an improper purpose (as measured by the standards set forth in Federal Rule of Civil Procedure 11(b)).

*(vii) Changes*

Notwithstanding the provisions as regards how we can make changes to these Terms, if Mentle changes this “Dispute Resolution” section after the date you first accepted these Terms (or accepted any subsequent changes to these Terms), you may reject any such change by sending

us written notice (including by email to [feedback@mentle.app](mailto:feedback@mentle.app)) within 30 days of the date such change became effective, as indicated in the “Last Updated” date above or in the date of Mentle’s email to you notifying you of such change. By rejecting any change, you are agreeing that you will arbitrate any Dispute between you and Mentle in accordance with the provisions of this “Dispute Resolution” section as of the date you first accepted these Terms (or accepted any subsequent changes to these Terms).

## **25. General provisions**

### *(i) Severability*

If any provision of these Terms is determined by a court to be invalid, void or unenforceable, the Parties agree that the remaining provisions of this Agreement will not be affected thereby and that this Agreement will in any event otherwise remain valid and enforceable.

### *(ii) Survival*

After this Agreement terminates, the terms of this Agreement and the other Terms that expressly or by their nature contemplate performance, after this Agreement terminates or expires, will survive and continue in full force and effect. For example, the provisions requiring arbitration, protecting intellectual property, indemnification, payment of fees, reimbursement, and setting forth limitations of liability each, by their nature, contemplate performance or observance after this Agreement terminates. Without limiting any other provisions of the Terms, the termination of this Agreement for any reason will not release you or Mentle from any obligations incurred prior to termination of this Agreement or that thereafter may accrue in respect of any act or omission prior to such termination.

### *(iii) Waiver*

No waiver of any of the provisions of this Agreement will constitute a continuing waiver unless otherwise expressly so provided in writing. The failure of either Party to enforce at any time any of the provisions of this Agreement, will in no way be construed to be a present or future waiver of such provisions. We do not guarantee that we will pursue legal actions against all breaches of this Agreement.

### *(iv) Assignment*

You may not assign these Terms, or any of its rights or obligations hereunder, without Mentle’ prior written consent in the form of a written instrument signed by a duly authorized representative of Mentle. We may assign these Terms without your consent. Subject to the foregoing restrictions, the Terms herein are binding upon and will inure to

the benefit of the successors, heirs, and permitted assigns of the parties.

*(v) Entire Agreement*

These Terms with other policies presented to you, constitute the entire agreement between you and us with respect to the Services and its use and supersedes all prior agreements, proposals, communications between the parties, and understandings, whether oral or written.

**26. Questions or Complaints?**

Feedback, comments, requests for technical support, and other communications relating to the App and the Services should be directed to us. Please contact us at [feedback@mentle.app](mailto:feedback@mentle.app).