

REFLECT – THERAPIST SERVICES AGREEMENT

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Welcome to Reflect and thank you for choosing us for your business. Please read on to learn the rules and restrictions that govern your use of our website(s), products, services and applications (the “Services”). If you have any questions, comments, or concerns regarding this Agreement or the Services, please contact us at therapists@joinreflect.com.

1. General Terms.

- a. This Therapist Services Agreement (this “Agreement”) is a binding contract between you and Reflect, Inc. (“Reflect,” “we” and “us”), and is effective on the earlier of (a) the date you accept this Agreement by clicking an “I Agree” button, checking a box or otherwise indicating that you accept this Agreement or (b) the date you (or an Affiliate) first access or use the Services. If you enter into this Agreement on behalf of a company or other legal entity, you represent and warrant that you have the legal authority to bind that entity and its Affiliates to this Agreement, and all references to “you” and “your” in this Agreement are referring to that entity. “Affiliate” means any entity that directly or indirectly controls, is controlled by, or is under common control with you, and that has been designated to receive Services under this Agreement. “Control” for purposes of this definition means the power to direct or cause the direction of the management and policies of the subject entity, whether through equity ownership, a credit arrangement, franchise agreement or other contractual arrangement.
- b. You must agree to and accept all of the terms of this Agreement, or you don’t have the right to use the Services. Your use of the Services in any way means that you agree to all of the terms in this Agreement, and this Agreement will remain in effect while you use the Services. You represent and warrant that you are of legal age to form a binding contract (or if not, you’ve received your parent’s or guardian’s permission to use the Services and gotten your parent or guardian to agree to this Agreement on your behalf). This Agreement includes the provisions in this document, as well as those in the [Privacy Policy](#), the Copyright Dispute Policy and any other relevant policies. Your use of or participation in certain Services may also be subject to additional policies, rules and/or conditions (“Additional Terms”), which are incorporated herein by reference, and you understand and agree that by using or participating in any such Services, you agree to also comply with these Additional Terms.
- c. **Please read this Agreement carefully.** This Agreement covers important information about Services provided to you and any charges, taxes, and fees we bill you. **This Agreement includes information about future changes to this Agreement, limitations of liability, a class action waiver and resolution of disputes by arbitration instead of in court.** PLEASE NOTE THAT YOUR USE OF AND ACCESS TO OUR SERVICES ARE SUBJECT TO ALL OF THE TERMS OF THIS AGREEMENT; IF YOU DO NOT AGREE TO ALL OF THE FOLLOWING, YOU MAY NOT USE OR ACCESS THE SERVICES IN ANY MANNER.
- d. **ARBITRATION NOTICE AND CLASS ACTION WAIVER:** EXCEPT FOR CERTAIN TYPES OF DISPUTES DESCRIBED IN THE [ARBITRATION AGREEMENT SECTION BELOW](#), YOU AGREE THAT DISPUTES BETWEEN YOU AND US WILL BE RESOLVED BY BINDING, INDIVIDUAL ARBITRATION AND YOU WAIVE YOUR RIGHT TO PARTICIPATE IN A CLASS ACTION LAWSUIT OR CLASS-WIDE ARBITRATION.
- e. **Modifications to this Agreement:** We are constantly trying to improve our Services, so this Agreement may need to change along with the Services. We reserve the right to change this Agreement at any time, but if we do, we will bring it to your attention by placing a notice on the joinreflect.com website, by sending you an email, and/or by some other means. If you don’t agree with the updated Agreement, you are free to reject it; unfortunately, that means you will no longer be able to use the Services. If you use the Services in any way after a change to the Agreement is effective, that means you agree to all of the changes. Except for changes by us as described here, no other amendment or modification of this Agreement will be effective unless in writing and signed by both you and us.

2. Privacy.

- a. Reflect takes the privacy of its users very seriously. For the current Reflect Privacy Policy, please click [here](#).

- b. The Children's Online Privacy Protection Act ("COPPA") requires that online service providers obtain parental consent before they knowingly collect personally identifiable information online from children who are under 13. We do not knowingly collect or solicit personally identifiable information from children under 13; if you are a child under 13, please do not attempt to register for the Services or send any personal information about yourself to us. If we learn we have collected personal information from a child under 13, we will delete that information as quickly as possible. If you believe that a child under 13 may have provided us personal information, please contact us at support@joinreflect.com.
- c. The Health Insurance Portability and Accountability Act of 1996 (as amended and supplemented, "HIPAA") imposes rules to protect certain personal health information or "PHI" as that term is defined under HIPAA. For purposes of complying with the requirements of HIPAA to the extent applicable, you and Reflect agree to be bound by the terms and provisions of the Reflect Business Associate Agreement, which can be found at [here](#) (the "BA Agreement") and is hereby incorporated in full by this reference. If any provision of this Agreement is potentially or actually in conflict with the provisions of the BA Agreement with respect to the treatment of Protected Health Information, the terms of the BA Agreement shall prevail.

3. Account; Messaging.

- a. Portions of the Services can be viewed without a Reflect account. However, to benefit from all of the Services we offer, you must create a Reflect account, select a password and user name ("Reflect User ID") and provide us with certain information or data, such as your contact information and other information about yourself, which you authorize Reflect to use and disclose as described in our [Privacy Policy](#). You promise to provide us with accurate, complete, and updated registration information about yourself. You may not select as your Reflect User ID a name that you do not have the right to use, or another person's name with the intent to impersonate that person. You may not transfer your account to anyone else without our prior written permission. You will not share your Reflect User ID, account or password with anyone, and you must protect the security of your Reflect User ID, account, password and any other access tools or credentials. You're responsible for any activity associated with your Reflect User ID and account.
- b. As part of the Services, you may receive communications through the Services, including messages that Reflect sends you (for example, via email or SMS). When signing up for the Services, you will receive a welcome message and instructions on how to stop receiving messages. By signing up for the Services and providing us with your wireless number, you confirm that you want Reflect to send you information regarding the Services, your account or transactions with us, which may include Reflect using automated dialing technology to text you at the wireless number you provided, and you agree to receive communications from Reflect, and you represent and warrant that each person you register for the Services or for whom you provide a wireless phone number has consented to receive communications from Reflect. You agree to indemnify and hold Reflect harmless from and against any and all claims, liabilities, damages (actual and consequential), losses and expenses (including attorneys' fees) arising from or in any way related to your breach of the foregoing.

4. Services.

- a. Reflect offers Services consisting of online-based business management services designed to help you manage your clients, whether or not they were introduced to you by Reflect ("Clients"). In addition, as part of the Services, Reflect may introduce you to new Clients. You will only use the Services for your own internal business purposes, and not on behalf of or for the benefit of any third party. You will comply with all laws that apply to you, your use of the Services, and your actions and omissions as they relate to the Services. If your use of the Services is prohibited by applicable laws, then you aren't authorized to use the Services. We can't and won't be responsible for your using the Services in a way that breaks the law.
- b. Reflect may also offer the ability to process payments through the Services ("Payment Processing Services"). Payment Processing Services are provided by our third party payment processing partners as third party services and any procurement by you or your Affiliates will be subject to a separate merchant agreement which will be solely between you (or your Affiliate) and the third party processor. If you use Payment Processing Services, you agree that you and your Affiliates will comply with the terms and conditions of any applicable merchant agreements and all applicable card network rules,

policies, laws and regulations, at all times while using such Payment Processing Services. At Reflect's sole discretion, you may be offered Payment Processing Services provided by Stripe ("Reflect Payments"). Reflect Payments are subject to the [Stripe Connected Account Agreement](#), which includes the [Stripe Terms of Service](#) (collectively, the "Stripe Services Agreement") and subject to certain fees and surcharges communicated to you during the enrollment process and as may be updated by Reflect from time to time. By enrolling in Reflect Payments, you agree to be bound by the Stripe Services Agreement, as the same may be modified by Stripe from time to time. As a condition of Reflect enabling Payment Processing Services through Stripe, you agree to provide Reflect accurate and complete information about you and your business, and you authorize Reflect to share it and transaction information related to your use of the Payment Processing Services provided by Stripe pursuant to our [Privacy Policy](#).

- c. Reflect may, in its sole discretion, offer free, trial or beta Services from time to time. Notwithstanding anything to the contrary herein: (i) any free, trial or beta Services are provided "AS IS" with no warranties of any kind; and (ii) Reflect may discontinue any free, trial or beta Services or your ability to use such Services at any time, with or without notice and without any further obligations to you. Fees for any trial or beta Services (if any) are as set forth in the [Fees page](#). Without limiting the generality of the foregoing, free Services that have not been accessed or used for 12 consecutive months may be terminated by us. Reflect will have no liability for any harm or damages suffered by you or any third party in connection with any free, trial or beta Services.
- d. We're always trying to improve the Services, so they may change over time. We may suspend or discontinue any part of the Services, or we may introduce new features or impose limits on certain features or restrict access to parts or all of the Services. We'll try to give you notice when we make a material change to the Services that would adversely affect you, but this isn't always practical. Similarly, we reserve the right to remove any Content (as defined below) from the Services at any time, for any reason (including, but not limited to, if someone alleges you contributed that Content in violation of this Agreement), in our sole discretion, and without notice.

5. Your Responsibilities.

- a. You are responsible for all activity occurring under or relating to your account, including without limitation your Affiliates and your and its staff, employees, consultants, advisors, agents and independent contractors. You will ensure that your Affiliates comply with relevant provisions of this Agreement, and any applicable laws, including those related to data privacy and transmission of personal data, at all times while using the Services. Any reference in this Agreement to your "access" or "use" of Services (or similar phrase) is deemed to include access or use, as appropriate, by Affiliates, and any act or omission of an Affiliate that does not comply with this Agreement will be deemed a breach of this Agreement by you. You are also responsible for ensuring that you have the appropriate rights to interact and/or contact Clients and other Reflect users through the Services, as applicable, in accordance with applicable laws and regulations.
- b. You will: (i) prevent unauthorized access to, or use of, the Services, and notify Reflect promptly of any unauthorized access or use; and (ii) have sole responsibility for obtaining, maintaining and paying for any hardware, telecommunications, Internet and other services needed to use the Services.
- c. You are responsible for all Content you contribute, in any manner, to the Services, and you represent and warrant you have all rights necessary to do so, in the manner in which you contribute it. You represent, warrant, and agree that you will not contribute any Content or User Submission (as defined below) or otherwise use the Services or interact with the Services in a manner that: (i) infringes or violates the intellectual property rights or any other rights of anyone else (including Reflect); (ii) violates any law or regulation, including any applicable export control laws, privacy laws or any other purpose not reasonably intended by Reflect; (iii) is dangerous, harmful, fraudulent, deceptive, threatening, harassing, defamatory, obscene, or otherwise objectionable; (iv) jeopardizes the security of your Reflect User ID, account or anyone else's (such as allowing someone else to log in to the Services as you); (v) attempts, in any manner, to obtain the password, account, or other security information from any other user; (vi) violates the security of any computer network, or cracks any passwords or security encryption codes; (vi) runs Maillist, Listserv, any form of auto-responder or "spam" on the Services, or any processes that run or are activated while you are not logged into the Services, or that otherwise

interfere with the proper working of the Services (including by placing an unreasonable load on the Services' infrastructure); (vii) "crawls," "scrapes," or "spiders" any page, data, or portion of or relating to the Services or Content (through use of manual or automated means); (viii) copies or stores any significant portion of the Content; or (ix) decompiles, reverse engineers, or otherwise attempts to obtain the source code or underlying ideas or information of or relating to the Services. A violation of any of the foregoing is grounds for termination of your right to use or access the Services.

- d. You are solely responsible for any liability resulting from your or any Affiliate's handling of Cardholder Data. You agree that you and Affiliates will comply with the requirements of the Payment Card Industry Data Security Standard, as detailed on <https://www.pcisecuritystandards.org/> (as may be updated from time to time) anytime the Services are used to process credit cards. "Cardholder Data" means credit card numbers, expiration dates, billing addresses, and cardholder names.

6. Fees and Payment.

- a. Please see our [Fees page](#) for a current list of the fees due for Services (the "Fees"). The Fees during any Renewal (as defined below) will be updated to the pricing set forth on the Fees page when each Renewal begins. In addition, Reflect may convert any free, trial or unpaid beta Services into a Service that is subject to Fees upon notice to you, and your rights to such Services will be suspended if you do not pay the Fee.
- b. You agree to pay the Fees and any other applicable fees as otherwise specified in this Agreement. All payment obligations under this Agreement are non-cancelable and all Fees paid are non-refundable. After the end of each month, Reflect will calculate the Fees due to Reflect and, to the extent permitted by law, deduct such Fees due from the amounts collected by Reflect from the Clients on your behalf (if any), and remit the net amount due to you.
- c. In the event that you owe any Fees to Reflect, you will pay such Fees to Reflect within thirty (30) days of date of invoice. Any amounts not received by the applicable due date may accrue late interest at the lesser of either (a) 1.5% of the outstanding balance per month, or (b) the maximum interest permitted by applicable law, whichever is less, plus costs of collection. Any amount not received by Reflect within thirty (30) days after the applicable due date will be deemed a material default under this Agreement, and Reflect will be entitled to either suspend the Services or terminate the Agreement in accordance with Section 10(b).
- d. Fees do not include any taxes, levies, duties or similar governmental assessments of any nature, including, for example, value-added, sales, use or withholding taxes, assessable by any jurisdiction (collectively, "Taxes"). You are responsible for paying all Taxes associated with purchases and transactions under this Agreement. If Reflect is legally required to pay or collect any Taxes on your behalf, Reflect will invoice you and you will pay the invoiced amount. You acknowledge and agree that we may make certain reports to tax authorities (e.g., 1099 forms) regarding transactions that we process and merchants to which we provide Services. For clarity, Reflect will be solely responsible for taxes assessed on Reflect based on its income.

7. Proprietary Rights.

- a. Reflect or its affiliates own all right, title and interest in and to the Services, including without limitation all intellectual property rights therein. Subject to the limited rights expressly granted to you under this Agreement, Reflect and its affiliates reserve all rights, title and interest in and to the Services. Subject to the terms and conditions of this Agreement, Reflect hereby grants to you a limited, non-exclusive, non-transferable, non-sublicensable, revocable right and license to use (i.e., to download and display locally) Content solely for purposes of using the Services during the Term and solely for your internal business purposes. Use, reproduction, modification, distribution or storage of any Content for any purpose other than using the Services is expressly prohibited without prior written permission from us. You will not: (i) modify, copy or create any derivative works based on the Services; (ii) license, sublicense, sell, resell, rent, lease, transfer, assign, distribute, time share, offer in a service bureau, or otherwise make the Services available to any third party, other than to Affiliates as permitted herein; (iii) reverse engineer or decompile any portion of the Services; (iv) access or use (or allow a third party to access or use) the Services for competitive analysis or to build any competing products or services; (v) copy any features, functions, integrations, interfaces or graphics of the Services; or (vi) otherwise use or exploit the Services in any manner not expressly permitted by this Agreement. The Services may

allow you to copy or download certain Content, but please remember that just because this functionality exists, all the restrictions in this section still apply. In addition, you agree that Reflect owns all right, title and interest in and to Aggregated Data, and that nothing in this Agreement will prohibit Reflect or its Affiliates from utilizing Aggregated Data for any purpose, provided such Aggregated Data does not reveal any personally identifying information about you. "Aggregated Data" means anonymized, de-identified or aggregated data derived by or through the operation of the Services that is created by or on behalf of Reflect in compliance with applicable laws and that does not reveal any personally identifying information about you.

- b. Anything you post, upload, share, store, or otherwise provide through the Services is your "User Submission." Some User Submissions are viewable by other users. You are solely responsible for all User Submissions you contribute to the Services, including with respect to the accuracy and quality of the User Submissions and for ensuring that your collection and use of your User Submissions complies with applicable laws, including those related to data privacy and transmission of personal data. You represent that all User Submissions submitted by you are accurate, complete, up-to-date and in compliance with all applicable laws, rules and regulations. You agree that you will not post, upload, share, store, or otherwise provide through the Services any User Submissions that: (i) infringe any third party's copyrights or other rights (e.g., trademark, privacy rights, etc.); (ii) contain sexually explicit content or pornography; (iii) contain hateful, defamatory, or discriminatory content or incite hatred against any individual or group; (iv) exploit minors; (v) depict unlawful acts or extreme violence; (vi) depict animal cruelty or extreme violence towards animals; (vii) promote fraudulent schemes, multi-level marketing (MLM) schemes, get rich quick schemes, online gaming and gambling, cash gifting, work from home businesses, or any other dubious money-making ventures; or (viii) that violate any law.
- c. In order to display your User Submissions on the Services, and to allow other users to view them (where applicable), you grant us certain rights in those User Submissions (see below for more information). Please note that all of the following licenses are subject to our [Privacy Policy](#) to the extent they relate to User Submissions that are also your personally-identifiable information.
 - i. For all User Submissions, you hereby grant Reflect a license to translate, modify (for technical purposes, for example making sure your content is viewable on a mobile device as well as a computer) and reproduce and otherwise act with respect to such User Submissions, in each case to enable us to operate the Services, as described in more detail below. This is a license only – your ownership in User Submissions is not affected.
 - ii. If you store a User Submission in your own personal Reflect account, in a manner that is not viewable by any other user except you (a "Personal User Submission"), you grant Reflect the license above, as well as a license to display, perform, and distribute your Personal User Submission for the sole purpose of making that Personal User Submission accessible to you and providing the Services necessary to do so.
 - iii. If you share a User Submission only in a manner that only certain specified users can view (for example, a private message to a Client) (a "Limited Audience User Submission"), then you grant Reflect the licenses above, as well as a license to display, perform, and distribute your Limited Audience User Submission for the sole purpose of making that Limited Audience User Submission accessible to such other specified users, and providing the Services necessary to do so. Also, you grant such other specified users a license to access that Limited Audience User Submission, and to use and exercise all rights in it, as permitted by the functionality of the Services.
 - iv. If you share a User Submission publicly on the Services and/or in a manner that more than just you or certain specified users can view, or if you provide us (in a direct email or otherwise) with any feedback, suggestions, improvements, enhancements, and/or feature requests relating to the Services (each of the foregoing, a "Public User Submission"), then you grant Reflect the licenses above, as well as a license to display, perform, and distribute your Public User Submission for the purpose of making that Public User Submission accessible to all Reflect users and providing the Services necessary to do so, as well as all other rights necessary to use and exercise all rights in that Public User Submission for any purpose. Also, you grant

all other users of the Services a license to access that Public User Submission, and to use and exercise all rights in it, as permitted by the functionality of the Services.

- v. You agree that the licenses you grant are royalty-free, perpetual, sublicenseable, irrevocable, and worldwide, provided that when you delete your Reflect account, we will stop displaying your User Submissions (other than Public User Submissions, which may remain fully available) to other users (if applicable), but you understand and agree that it may not be possible to completely delete that content from Reflect's records, and that your User Submissions may remain viewable elsewhere to the extent that they were copied or stored by other users.
- vi. Finally, you understand and agree that Reflect, in performing the required technical steps to provide the Services to our users (including you), may need to make changes to your User Submissions to conform and adapt those User Submissions to the technical requirements of connection networks, devices, services, or media, and the foregoing licenses include the rights to do so.

8. **Third Party Services.** The Services may contain links or connections to third party websites or services that are not owned or controlled by Reflect. When you access third party websites or use third party services, you accept that there are risks in doing so, and that Reflect is not responsible for such risks. Reflect has no control over, and assumes no responsibility for, the content, accuracy, privacy policies, or practices of or opinions expressed in any third party websites or by any third party that you interact with through the Services. In addition, Reflect will not and cannot monitor, verify, censor or edit the content of any third party site or service. We encourage you to be aware when you leave the Services and to read the terms and conditions and privacy policy of each third party website or service that you visit or utilize. By using the Services, you release and hold us harmless from any and all liability arising from your use of any third party website or service.

9. **Confidentiality.** "Confidential Information" means any information or materials that a reasonable person would know to be confidential or proprietary, based on the nature of the information or circumstances of disclosure. Each party to this Agreement ("Recipient") agrees that it will not disclose or use any Confidential Information of the other party ("Discloser") except: (a) as reasonably necessary to perform its obligations or exercise any rights granted pursuant to this Agreement; (b) with the Discloser's prior written permission; or (c) to the extent required by law or order of a court or other governmental authority or regulation. Recipient agrees to protect Discloser's Confidential Information in the same manner that it protects its own Confidential Information of like kind, but in no event using less than a commercially reasonable standard of care. Confidential Information will not include any information that: (i) is or becomes generally known to the public without breach of any obligation owed to the Discloser; (ii) was rightfully known to Recipient prior to its disclosure by Discloser without breach of any obligation owed to Discloser; (iii) was independently developed by Recipient without breach of any obligation owed to Discloser; or (iv) was or is received from a third party without breach of any obligation owed to Discloser. For clarity, nothing in this Section 9 will restrict Reflect with respect to Aggregated Data.

10. **Term; Termination.**

- a. The initial term of this Agreement begins on the Effective Date and continues for a period of thirty (30) days thereafter (the "Initial Term"). Thereafter this Agreement automatically renews for additional thirty (30) days periods (each, a "Renewal" and together with the Initial Term, the "Term") until this Agreement is properly terminated. Either party may terminate this Agreement for any reason or no reason by giving the other party at least thirty (30) days' prior written notice.
- b. Reflect is also free to terminate (or suspend access to) your use of the Services or your account, for any reason in our discretion, including your breach of this Agreement. Reflect has the sole right to decide whether you are in violation of any of the restrictions set forth in this Agreement.
- c. If you elect to terminate this Agreement early, you will remain responsible for payment of all Fees owed, and for an additional fixed fee of three hundred dollars (\$300) per Client who continues in your practice (the "Offboarding Administrative Fee"). The Offboarding Administrative Fee covers the costs of transitioning each Client off of Reflect's platform and must be paid in full prior to the Client being offboarded. To the extent permitted by applicable law, Reflect may first deduct the aggregate Offboarding Administrative Fee from any amounts owed to you and pay the net remaining amount to you. In the event that you owe any Fees (including without limitation any Offboarding Administrative Fee) upon termination, you shall pay all such amounts within ten (10) days of the effective date of termination.

- d. Please refer to our Privacy [Privacy Policy](#), as well as the licenses above, to understand how we treat information you provide to us after you have stopped using our Services. Account termination may result in destruction of any Content associated with your account, so keep that in mind before you decide to terminate your account. If you have deleted your account by mistake, contact us immediately at support@joinreflect.com – we will try to help, but unfortunately, we can't promise that we can recover or restore anything.
 - e. The following Sections shall survive any termination or expiration of this Agreement: 1, 2, 5, 6, 7, 8, 9, 10(c), 10(d), this 10(e), 11, 12, 13, 14, 15, 16, 17, 18, 19, 20 and 21.
11. **Disclaimer.** Reflect and its licensors, suppliers, partners, parent, subsidiaries or affiliated entities, and each of their respective officers, directors, members, employees, consultants, contract employees, representatives and agents, and each of their respective successors and assigns (Reflect and all such parties together, the "Reflect Parties") make no representations or warranties concerning the Services, including without limitation regarding any Content contained in or accessed through the Services or other users or third parties made accessible through the Services (including without limitation any Clients), and the Reflect Parties will not be responsible or liable for the accuracy, copyright compliance, legality or decency of material contained in or accessed through the Services or any claims, actions, suits, procedures, costs, expenses, damages or liabilities arising out of use of, or in any way related to your participation in, the Services. The Reflect Parties make no representations or warranties regarding suggestions or recommendations of services or products offered or purchased through or in connection with the Services. The Reflect Parties make no representations or warranties of any kind, express or implied, with respect to the Clients or any other third party. Your interactions with organizations and/or individuals (including without limitation Clients) found on or through the Services are solely between you and such organizations and/or individuals. You should make whatever investigation you feel necessary or appropriate before proceeding with any online or offline transaction with any of these third parties. You agree that Reflect shall not be responsible or liable for any loss or damage of any sort incurred as the result of any such dealings. We have no special relationship with or fiduciary duty to you. Any information or content publicly posted or privately transmitted through the Services is the sole responsibility of the person from whom such content originated, and you access all such information and content at your own risk, and we aren't liable for any errors or omissions in that information or content or for any damages or loss you might suffer in connection with it. We cannot control and have no duty to take any action regarding how you may interpret and use the Content or what actions you may take as a result of having been exposed to the Content, and you hereby release us from all liability for you having acquired or not acquired Content through the Services. We can't guarantee the identity of any users with whom you interact in using the Services and are not responsible for which users gain access to the Services. THE SERVICES AND CONTENT ARE PROVIDED BY REFLECT (AND ITS LICENSORS AND SUPPLIERS) ON AN "AS IS" AND "AS AVAILABLE" BASIS, WITHOUT WARRANTIES OF ANY KIND, EITHER EXPRESS OR IMPLIED, INCLUDING WITHOUT LIMITATION, IMPLIED WARRANTIES OF MERCHANTABILITY, FITNESS FOR A PARTICULAR PURPOSE, NON-INFRINGEMENT, OR THAT USE OF THE SERVICES WILL BE UNINTERRUPTED, ERROR-FREE OR FREE OF COMPUTER VIRUSES OR OTHER HARMFUL COMPONENTS. REFLECT DOES NOT GUARANTEE THAT THE RESULTS THAT MAY BE OBTAINED FROM THE USE OF THE SERVICES WILL BE EFFECTIVE, RELIABLE OR ACCURATE OR WILL MEET YOUR REQUIREMENTS. REFLECT IS NOT RESPONSIBLE FOR THE ACCURACY, RELIABILITY, TIMELINESS OR COMPLETENESS OF ANY INFORMATION PROVIDED BY USERS OF THE SERVICES (INCLUDING WITHOUT LIMITATION ANY CONTENT) OR ANY OTHER DATA OR INFORMATION PROVIDED OR RECEIVED THROUGH THE SERVICES. REFLECT MAKES NO WARRANTIES ABOUT THE INFORMATION SYSTEMS, SOFTWARE AND FUNCTIONS MADE ACCESSIBLE THROUGH THE SERVICES OR ANY OTHER SECURITY ASSOCIATED WITH THE TRANSMISSION OF SENSITIVE INFORMATION. SOME STATES DO NOT ALLOW LIMITATIONS ON HOW LONG AN IMPLIED WARRANTY LASTS, SO THE ABOVE LIMITATIONS MAY NOT APPLY TO YOU.
12. **Indemnification.** To the fullest extent allowed by applicable law, you agree to indemnify and hold the Reflect Parties harmless from and against any and all claims, liabilities, damages (actual and consequential), losses and expenses (including attorneys' fees) arising from or in any way related to any claims relating to (a) your access or use of the Services (including any actions taken by a third party using your account), and (b) your actual or alleged violation of this Agreement or any intellectual property, privacy or other right of a third party. In the event of such a claim, suit, or action ("Claim"), we will attempt to provide notice of the Claim to the contact information we have for your account (provided that failure to deliver such notice shall not eliminate or reduce your indemnification obligations hereunder).

13. **Limitation of Liability.** TO THE FULLEST EXTENT ALLOWED BY APPLICABLE LAW, UNDER NO CIRCUMSTANCES AND UNDER NO LEGAL THEORY (INCLUDING, WITHOUT LIMITATION, TORT, CONTRACT, STRICT LIABILITY, OR OTHERWISE) SHALL ANY OF THE REFLECT PARTIES (OR ITS LICENSORS OR SUPPLIERS) BE LIABLE TO YOU OR TO ANY OTHER PERSON FOR (A) ANY INDIRECT, SPECIAL, INCIDENTAL, OR CONSEQUENTIAL DAMAGES OF ANY KIND, INCLUDING DAMAGES FOR LOST PROFITS, BUSINESS INTERRUPTION, LOSS OF DATA, LOSS OF GOODWILL, WORK STOPPAGE, ACCURACY OF RESULTS, OR COMPUTER FAILURE OR MALFUNCTION, (B) ANY SUBSTITUTE GOODS, SERVICES OR TECHNOLOGY, (C) ANY AMOUNT, IN THE AGGREGATE, IN EXCESS OF THE GREATER OF (I) \$100 OR (II) THE FEES PAID BY YOU TO REFLECT IN CONNECTION WITH THE SERVICES IN THE TWELVE (12) MONTH PERIOD PRECEDING THIS APPLICABLE CLAIM, OR (D) ANY MATTER BEYOND REFLECT'S REASONABLE CONTROL. SOME STATES DO NOT ALLOW THE EXCLUSION OR LIMITATION OF INCIDENTAL OR CONSEQUENTIAL OR CERTAIN OTHER DAMAGES, SO THE ABOVE LIMITATION AND EXCLUSIONS MAY NOT APPLY TO YOU.
14. **Disputes.** If there is a dispute between participants on this site or Services, or between users and any third party, you agree that Reflect is under no obligation to become involved. In the event that you have a dispute with one or more other users (including without limitation any Client), you release Reflect, its officers, employees, agents, and successors from claims, demands, and damages of every kind or nature, known or unknown, suspected or unsuspected, disclosed or undisclosed, arising out of or in any way related to such disputes and/or our Services. You shall and hereby do waive California Civil Code Section 1542 or any similar law in any jurisdiction, which says in substance: "A general release does not extend to claims which the creditor or releasing party does not know or suspect to exist in his or her favor at the time of executing the release and that, if known by him or her, would have materially affected his or her settlement with the debtor or released party."
15. **Choice of Law.** This Agreement is governed by and will be construed under the Federal Arbitration Act, applicable federal laws, and the laws of the State of California, without regard to the conflicts of laws provisions thereof.
16. **Arbitration Agreement.** Please read the following ARBITRATION AGREEMENT carefully because it requires you to arbitrate certain disputes and claims with Reflect and limits the manner in which you can seek relief from Reflect. Both you and Reflect acknowledge and agree that for the purposes of any dispute arising out of or relating to the subject matter of this Agreement, Reflect's officers, directors, employees and independent contractors ("Personnel") are third-party beneficiaries of this Agreement, and that upon your acceptance of this Agreement, Personnel have the right (and will be deemed to have accepted the right) to enforce this Agreement against you as the third-party beneficiary thereof.
- a. Arbitration Rules; Applicability of Arbitration Agreement. The parties shall use their best efforts to settle any dispute, claim, question, or disagreement arising out of or relating to the subject matter of this Agreement directly through good-faith negotiations, which shall be a precondition to either party initiating arbitration. If such negotiations do not resolve the dispute, it shall be finally settled by binding arbitration in San Francisco, California. The arbitration will proceed in the English language, in accordance with the JAMS Streamlined Arbitration Rules and Procedures the "Rules") then in effect, by one commercial arbitrator with substantial experience in resolving intellectual property and commercial contract disputes. The arbitrator shall be selected from the appropriate list of JAMS arbitrators in accordance with such Rules. Judgment upon the award rendered by such arbitrator may be entered in any court of competent jurisdiction.
 - b. Costs of Arbitration. The Rules will govern payment of all arbitration fees. Reflect will pay all arbitration fees for claims less than seventy-five thousand (\$75,000) dollars. Reflect will not seek its attorneys' fees and costs in arbitration unless the arbitrator determines that your claim is frivolous.
 - c. Small Claims Court; Infringement. Either you or Reflect may assert claims, if they qualify, in small claims court in San Francisco, California or any United States county where you live or work. Furthermore, notwithstanding the foregoing obligation to arbitrate disputes, each party shall have the right to pursue injunctive or other equitable relief at any time, from any court of competent jurisdiction, to prevent the actual or threatened infringement, misappropriation or violation of a party's copyrights, trademarks, trade secrets, patents or other intellectual property rights.
 - d. Waiver of Jury Trial. YOU AND REFLECT WAIVE ANY CONSTITUTIONAL AND STATUTORY RIGHTS TO GO TO COURT AND HAVE A TRIAL IN FRONT OF A JUDGE OR JURY. You and Reflect are instead choosing to have claims and disputes resolved by arbitration. Arbitration procedures are typically more limited,

more efficient, and less costly than rules applicable in court and are subject to very limited review by a court. In any litigation between you and Reflect over whether to vacate or enforce an arbitration award, YOU AND REFLECT WAIVE ALL RIGHTS TO A JURY TRIAL, and elect instead to have the dispute be resolved by a judge.

- e. Waiver of Class or Consolidated Actions. ALL CLAIMS AND DISPUTES WITHIN THE SCOPE OF THIS ARBITRATION AGREEMENT MUST BE ARBITRATED OR LITIGATED ON AN INDIVIDUAL BASIS AND NOT ON A CLASS BASIS. CLAIMS OF MORE THAN ONE CUSTOMER OR USER CANNOT BE ARBITRATED OR LITIGATED JOINTLY OR CONSOLIDATED WITH THOSE OF ANY OTHER CUSTOMER OR USER. If however, this waiver of class or consolidated actions is deemed invalid or unenforceable, neither you nor Reflect is entitled to arbitration; instead all claims and disputes will be resolved in a court as set forth in (g) below.
 - f. Opt-out. You have the right to opt out of the provisions of this Section by sending written notice of your decision to opt out to the following address: 2107 Hickory Bay Ct, Katy, Texas 77450 postmarked within thirty (30) days of first accepting this Agreement. You must include (i) your name and residence address, (ii) the email address and/or telephone number associated with your account, and (iii) a clear statement that you want to opt out of this Agreement's arbitration agreement.
 - g. Exclusive Venue. If you send the opt-out notice in (f), and/or in any circumstances where the foregoing arbitration agreement permits either you or Reflect to litigate any dispute arising out of or relating to the subject matter of this Agreement in court, then the foregoing arbitration agreement will not apply to either party, and both you and Reflect agree that any judicial proceeding (other than small claims actions) will be brought in the state or federal courts located in, respectively, San Francisco, California, or the federal district in which that county falls.
 - h. Severability. If the prohibition against class actions and other claims brought on behalf of third parties contained above is found to be unenforceable, then all of the preceding language in this Arbitration Agreement section will be null and void. This arbitration agreement will survive the termination of your relationship with Reflect.
17. **Export Controls**. You will comply with all applicable export laws and restrictions and regulations of the US Department of Commerce, the US Department of Treasury Office of Foreign Assets Control, or other United States or foreign agency or authority, and you will not use the Services to export, or allow any export or re-export in violation of any such restrictions, laws or regulations. You represent and warrant to Reflect that you are not a prohibited party or located in, under the control of, or a national or resident of any restricted country, and that you will otherwise comply with all applicable export control laws. If you reside outside the United States, then in addition to complying with the foregoing, you will comply with any relevant export control laws in your local jurisdiction.
18. **Intellectual Property Policy**. You may have heard of the Digital Millennium Copyright Act (the "DMCA"), as it relates to online service providers, like Reflect, being asked to remove material that allegedly violates someone's copyright. We respect others' intellectual property rights, and we reserve the right to delete or disable Content alleged to be infringing, and to terminate the accounts of repeat alleged infringers; to review our complete Copyright Dispute Policy and learn how to report potentially infringing content click [here](#).
19. **Electronic Communications and Signatures**. You agree to the use of electronic communication in order to enter into agreements and place orders, and to the electronic delivery of notices, policies and records of transactions initiated or completed through the Services. Furthermore, you hereby waive any rights or requirements under any laws or regulations in any jurisdiction that require an original (non-electronic) signature or delivery or retention of non-electronic records, to the extent permitted under applicable law.
20. **Miscellaneous**. You may not assign, delegate or transfer this Agreement or your rights or obligations hereunder, or your Services account, in any way (by operation of law or otherwise) without Reflect's prior written consent. We may transfer, assign, or delegate this Agreement and our rights and obligations without consent. The failure of either you or us to exercise, in any way, any right herein shall not be deemed a waiver of any further rights hereunder. If any provision of this Agreement is found to be unenforceable or invalid, that provision will be limited or eliminated, to the minimum extent necessary, so that this Agreement shall otherwise remain in full force and effect and enforceable. You and Reflect agree that this Agreement are the complete and exclusive statement of the mutual understanding between you and Reflect, and that this Agreement supersede and cancel all previous written and oral agreements, communications and other understandings relating to the subject

matter of this Agreement. You hereby acknowledge and agree that you are not an employee, agent, partner, or joint venture of Reflect, and you do not have any authority of any kind to bind Reflect in any respect whatsoever.

21. **Notices.** Any notices provided by Reflect under this Agreement may be delivered to you within the Services or to the email address(es) we have on file for your account. You hereby consent to receive notice from Reflect through the foregoing means, and such notices will be deemed effective when sent if on a business day, and if not sent on a business day then on the next business day. Except as otherwise specified in the Agreement, any notices to Reflect under this Agreement must be delivered via first class registered U.S. mail, overnight courier, to Reflect Inc., Attn: Jonathan TranPham, 2107 Hickory Bay Ct, Katy, Texas 77450.