

ReachU LLC
Terms & Conditions
(Effective August 9, 2024)

The terms and conditions ("Terms" or "Agreement") provided hereinafter are an agreement between ReachU LLC ("the Company", "us", "we" or "our") and you ("User", "you" or "your"). These Terms set forth the general terms and conditions of your use of the ReachU mobile application ("App"), ReachU.com website ("Site"), and any other Company products or services as further described below.

Overview of our Terms of Use

These Terms govern the use of our App, Site, as well as other website content, social media content channels, products, goods, services, promotions, software, technology, and any other materials that we may provide through the App, Site or elsewhere, as well as other services that link to, or contain references to, this document and are published or made available by Company and our affiliates as applicable (all of the foregoing collectively referenced hereinafter as "Services"). Please read these Terms carefully.

These Terms do not govern sites, applications, destinations, or services linked to or from the Site or Services that we do not own or control. If you are utilizing the App, Site, or other of our Services as a participant in any third-party support programs ("Third-Party Programs") facilitated through the App or Site, you will be responsible for complying with the terms of those Third-Party Programs. Violation of the terms of those Third-Party Programs will be considered a violation of these Terms.

You can access the Terms any time in App or in the footer of the Site's home page, via the menu button or on the Site description screen, or as otherwise indicated depending on the Services you are using. BY ACCESSING, VISITING, OR USING THE APP, SITE, OR SERVICES, YOU CONSENT TO THESE TERMS. IF YOU DO NOT AGREE TO THESE TERMS, PLEASE IMMEDIATELY CEASE USE OF THE APP, SITE AND ANY OTHER OF THE SERVICES GOVERNED BY THESE TERMS. WE ADVISE THAT YOU PRINT OR RETAIN A DIGITAL COPY OF THESE TERMS FOR FUTURE REFERENCE.

In addition to reviewing the Terms, please also review our Privacy Notice ("Privacy Notice") and any other terms and conditions that may be posted elsewhere in the App, Site or otherwise communicated to our users through the App, Site or Services, because the Privacy Notice and all such other terms and conditions are also part of the Agreement between you and us.

Additional terms will apply to any transactions you make through our App, Site or Services, and such will be provided during the specific process (for example, if you purchase products or services for sale on the Site or through our Services). Those terms may vary from the Terms provided herein.

The App and Site have recently been released for public use and may contain bugs, errors, defects or harmful components. Accordingly, we are providing the Services to users "as is." We make no warranties of any kind with respect to the Services, whether express, implied, statutory, or otherwise, including any implied warranties of merchantability, fitness for a particular purpose, or non-infringement.

App Accounts and Membership

You must be at least 13 years of age to use our App. By using the App and by agreeing to these Terms you warrant and represent that you are at least 13 years of age. If you create an account

in the App, you are responsible for maintaining the security of your account, and you are fully responsible for all activities that occur under the account and any other actions taken in connection with it. We may, but have no obligation to, monitor and review new accounts before you may sign in and use our Services.

Providing false contact information of any kind may result in the termination of your account. You must immediately notify us of any unauthorized uses of your account or any other breaches of security. We will not be liable for any acts or omissions by you, including any damages of any kind incurred as a result of such acts or omissions. We may suspend, disable, or delete your account (or any part thereof) if we determine that you have violated any provision of this Agreement or that your conduct or content would tend to damage our reputation and goodwill. If we delete your account for the foregoing reasons, you may not re-register for our Services. We may block your email address and Internet protocol address to prevent further registration.

Data Collection and Analysis

By agreeing to this Agreement, you allow the Company to collect data relating to your use of the app and engagement with its features such as content browsing, resource engagement, event attendance, and other personal journaling tools. All data collected in this manner will not be identified and aggregated to maintain the anonymity of our users during data output and analysis. By agreeing to this Agreement, you also allow the Company to aggregate and analyze your anonymized data and provide reports of analyses to our business partners. This is the primary business purpose of the App.

Privacy Notice

As noted elsewhere herein, the data that we obtain from you through your use of any of the Services is subject to our Privacy Notice. The Privacy Notice can be viewed on our Privacy page found at **[insert link]**. The Privacy Notice contains terms and conditions that govern our collection and use of the information you provide to us, including our respective rights relative to that information. Please review the applicable Privacy Notice before you use the Services. Privacy notices applicable to persons in the EU, UK, Brazil, California, Colorado, Connecticut, Utah, Virginia, Australia and other places may be found in our Privacy Notice.

If you are unwilling to accept the terms and conditions of the Privacy Notice, please do not use our Services.

Backups

We are not responsible for Content residing in the App. In no event shall we be held liable for any loss of any Content. It is your sole responsibility to maintain appropriate backup of your Content. Notwithstanding the foregoing, on some occasions and in certain circumstances, with absolutely no obligation, we may be able to restore some or all of your data that has been deleted as of a certain date and time when we may have backed up data for our own purposes. We make no guarantee that the data you need will be available.

Links to Other Apps

Although the App and Site may link to other Apps, we are not, directly or indirectly, implying any approval, association, sponsorship, endorsement, or affiliation with any linked App, unless specifically stated herein. We are not responsible for examining or evaluating, and we do not warrant the offerings of, any businesses or individuals or the content of their Apps. We do not assume any responsibility or liability for the actions, products, services, and content of any other

third-parties. You should carefully review the legal statements and other conditions of use of any App which you access through a link from this App. Your linking to any other off-site Apps is at your own risk.

Virtual Meetings

This App facilitates virtual meetings through the User's preferred virtual meeting platform. Users are prohibited from recording any virtual meetings facilitated through the App without explicit consent from all participants. We reserve the right to take appropriate action, including but not limited to account suspension or termination, for any user found to be in violation of this prohibition. We shall not be held liable for any consequences arising from the recording of virtual meetings without proper authorization.

Prohibited Uses

In addition to other terms as set forth in the Agreement, you are prohibited from using the App, Site, or its Content:

- (a) for any unlawful purpose;
- (b) to solicit others to perform or participate in any unlawful acts;
- (c) to violate any international, federal, provincial or state regulations, rules, laws, or local ordinances;
- (d) to infringe upon or violate our intellectual property rights or the intellectual property rights of others;
- (e) to harass, abuse, insult, harm, defame, slander, disparage, intimidate, or discriminate based on gender, sexual orientation, religion, ethnicity, race, age, national origin, or disability;
- (f) to collect, track or disclose the personal information, including health information, of other Users with express written consent of such Users;
- (g) to submit false or misleading information;
- (h) to upload or transmit viruses or any other type of malicious code that will or may be used in any way that will affect the functionality or operation of the Service or of any related App, other Apps, or the Internet;
- (i) to spam, phish, pharm, pretext, spider, crawl, or scrape; (j) for any obscene or immoral purpose; or
- (j) to interfere with or circumvent the security features of the Service or any related App, other Apps, or the Internet.

As noted below, we reserve the right to terminate your use of the App, Site or other Services for violating any of the prohibited uses.

Termination of Your Access to Company Services

You agree that the Company, in its sole discretion, may terminate your access to any of the Services, and/or remove, discard or modify any user-generated content within the Services, for any reason, including, without limitation, for lack of use or if Company believes that you have violated or acted inconsistently with the letter or spirit of these Terms. You agree that any termination of your access to the Services may be affected without prior notice and acknowledge and agree that

the Company may immediately deactivate or delete your account and all related information and files in your account and/or bar any further access to such files or the Services. If you use the Services in violation of these Terms, the Company may, in its sole discretion, retain all data collected from your use of the Services. Further, you agree that the Company shall not be liable to you or any third party for the discontinuation or termination of your access to the Services, or collection of information notwithstanding in the case of your violation of this Agreement, even if advised of a claim for damages.

Intellectual Property Rights

The trademark REACHU, the ReachU logo, and other website marks, graphics, logos, designs, page headers, button icons, scripts and service names that we use are trademarks or trade dress of the Company in the U.S. and/or other countries. The Company's trademarks and trade dress may not be used, including as part of trademarks and/or as part of domain names, in connection with any product or service in any manner that is likely to cause confusion and may not be copied, imitated, or used, in whole or in part, without the prior written permission of Company. All other trademarks and logos on our Site or other of our Services are the property of their respective owners.

For any Services that enable you to access, view, download, share or use in any other fashion the Company Works only after you become validly authorized by us, we grant you a limited, revocable, non-exclusive, non-sublicensable, non-transferable license to access and use the specific Company Works **FOR YOUR PERSONAL, NON-COMMERCIAL USE ONLY**. None of these Company Works may be copied, shared, or distributed at any time except as expressly provided on the App, Site or Services (for example, permissible downloading or sharing of any informational materials).

Any ideas, suggestions, concepts, business information, or inventions that you submit to us via email or through our Services, you automatically grant, or warrant that the owner of such content or intellectual property has expressly granted to us, a royalty-free, irrevocable, worldwide, non-exclusive, perpetual, to license to use, reproduce, create derivative works from, modify, adapt, publish, edit, translate, distribute, perform, sublicense (through multiple tiers) and publicly display such submission or user content in any media or medium, or any form, format, or forum now known or hereafter developed. If you wish to keep any ideas, suggestions, concepts, business information or inventions private or proprietary, then do not submit them to us or through our Services.

Any use of the App, Site, Services and Company Works other than as specifically authorized by these terms without our prior written permission (including service agreements you may have with us) is strictly prohibited and will automatically terminate the license granted herein without any further action by the Company. Such unauthorized use may also violate applicable laws such as (but not limited to) copyright and trademark laws. This license is revocable at any time.

Medical Disclaimer

Our App, Site, Services, and any information, including but not limited to, content, graphics, images, and any other material contained on, or accessed through our App, including Third-Party Programs, are for informational purposes only. These are not intended to be a substitute for professional medical, psychological or psychiatric advice, diagnosis or treatment. Our App does not store, house or maintain your health information. Always seek the advice of your doctor or other qualified healthcare provider with any questions you may have regarding a medical condition or treatment

and never disregard professional medical advice or delay in seeking it because of something you have read on our App, Site or through the use of other Services or any Third-Party Programs you access through the Services.

Releases

You hereby release and discharge the Company and any affiliates (the "Company Affiliates") from any and all claims, suits, rights of action, losses, charges, damages, demands, debts, or causes of action, in law or in equity, that you have, or may come to have, against the Company and/or the Company Affiliates, arising out of, or relating to, your use of the Services. You understand and agree that this Release is a condition precedent to your access to the Services.

You acknowledge that you are aware of Section 1542 of the California Civil Code, which provides that "a general release does not extend to claims which the creditor [or claimant] does not know or suspect to exist in his/her favor at the time of executing the release, which, if known by him/her, must have materially affected his/her settlement with the debtor [or opposing party]." Nonetheless, it is your intent to release Company and the Company Affiliates, fully and finally. You hereby waive any benefits you may have pursuant to California Civil Code Section 1542 to the fullest extent permitted by law and assume the risk of any and all claims against Company and the Company Affiliates, or any of them, which you do not know or suspect to exist whether through ignorance, oversight, error or otherwise.

Limitation of liability

To the fullest extent permitted by applicable law, in no event will the Company, its affiliates, officers, directors, employees, agents, suppliers or licensors be liable to any person for (a): any indirect, incidental, special, punitive, cover or consequential damages (including, without limitation, damages for lost profits, revenue, sales, goodwill, use of content, impact on business, business interruption, loss of anticipated savings, loss of business opportunity) however caused, under any theory of liability, including, without limitation, contract, tort, warranty, breach of statutory duty, negligence or otherwise, even if the Company has been advised as to the possibility of such damages or could have foreseen such damages. To the maximum extent permitted by applicable law, the aggregate liability of the Company and its affiliates, officers, employees, agents, suppliers, and licensors, relating to the services will be limited to an amount greater of one dollar or any amounts actually paid in cash by you to the Company for the prior one month period prior to the first event or occurrence giving rise to such liability. The limitations and exclusions also apply if this remedy does not fully compensate you for any losses or fails of its essential purpose.

DMCA Copyright Policy

The Company respects the intellectual property rights of others, and we require users of our App, Site, and other Services to do the same. App, Site and Services users remain the original copyright owner in all content provided on the community. When content from original works is included in our site, we provide in-text references where applicable in the app which are the intellectual property of their authors/publishers. Use of the material in a manner that is inconsistent with the terms and conditions set forth herein is strictly prohibited.

The Company has adopted the following policy concerning copyright infringement in accordance with the Digital Millennium Copyright Act ("DMCA"), as codified in 17 U.S.C § 512. The contact information for our designated agent to receive notification of claimed copyright or intellectual property infringement ("Copyright Agent") is listed at the end of this policy.

If you believe in good faith your work has been copied in a way that constitutes copyright infringement, or that your intellectual property rights have been otherwise violated, please provide the following DMCA requirements to the Company's Copyright Agent:

- Information reasonably sufficient for the Company to contact you: name, address, phone and e-mail address (if available);
- A description of the copyrighted work or intellectual property that you claim has been infringed, or if multiple works, a listing of such works;
- Information reasonably sufficient to permit the Company to locate your work in the App on the Site;
- A statement, made by you, that you have a good faith belief that the disputed use of the material is not authorized by the copyright owner, its agent or the law;
- A statement by you, made under penalty of perjury, that the information in your notice is accurate and that you are the copyright owner, or authorized to act on the copyright owner's behalf;
- A physical or electronic signature of the copyright owner, or a person authorized to act on behalf of the owner of an exclusive right that is allegedly infringed.

Upon receiving a proper notification of alleged copyright infringement as described above, we will remove or disable access to the allegedly infringing content and promptly notify the alleged infringer of your claim. Please submit your statement to the Company by mail or email as set forth below:

Email: _____

Mail: _____

Attn: Copyright Agent

Indemnification

You agree to indemnify and hold the Company and its affiliates, directors, officers, employees, and agents harmless from and against any liabilities, losses, damages or costs, including reasonable attorneys' fees, incurred in connection with or arising from any third-party allegations, claims, actions, disputes, or demands asserted against any of them as a result of or relating to your Content, your use of the App, Site or other Services or any willful misconduct on your part.

Severability

All rights and restrictions contained in this Agreement may be exercised and shall be applicable and binding only to the extent that they do not violate any applicable laws and are intended to be limited to the extent necessary so that they will not render this Agreement illegal, invalid or unenforceable. If any provision or portion of any provision of this Agreement shall be held to be illegal, invalid, or unenforceable by a court of competent jurisdiction, it is the intention of the parties that the remaining provisions or portions thereof shall constitute their agreement with respect to the subject matter hereof, and all such remaining provisions or portions thereof shall remain in full force and effect.

Choice of Law; Dispute Resolution

The formation, interpretation, and performance of this Agreement and any disputes arising out of it shall be governed by the substantive and procedural laws of Minnesota without regard to its rules

on conflicts or choice of law and, to the extent applicable, the laws of the United States. In the event of any controversy or claim arising out of or relating to these Terms or the breach thereof (“Dispute”), the Parties agree to negotiate for a period of thirty (30) days following a party’s notice of such Dispute. In the event that negotiation does not resolve the Dispute, the Parties agree that such Dispute shall be settled by arbitration in Minneapolis, MN before a single arbitrator knowledgeable in mobile and web-based services and administered by the American Arbitration Association in accordance with its Commercial Arbitration Rules, and judgment on the award rendered by the arbitrator may be entered in any court having jurisdiction thereof.

International Users

Our website is controlled, operated, and administered by the Company from its offices within the United States. We recognize that it may be possible for you to obtain access to the App, Site or other Services from any jurisdiction in the world, but we have no practical ability to prevent such access. The App, Site, and Services have been designed to comply with the laws of the State of Minnesota and of the United States. The Company makes no representation or warranty that the materials contained within our website are appropriate or available for use at other locations outside of the United States, and access to them from territories where the contents or products available through the website are illegal is prohibited.

By accessing or otherwise using the Site and Services, you represent and warrant that: (a) your access to and use of the Services, or any content or software therein, will comply with any and all requirements in these Terms; (b) 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 that you are not listed on any U.S. government list of prohibited or restricted parties; and (c) you will comply with all applicable local, national, and international laws, rules, regulations and ordinances in connection with your use of any of our Site or Services.

Privacy provisions applicable to persons in the EU, UK, Brazil, California, Colorado, Connecticut, Utah, Virginia, Australia, and other places may be found in our Privacy Notice.

Changes and amendments

We reserve the right to modify these Terms or its policies relating to the App, Site or Services at any time, effective upon posting of an updated version of this Agreement in the App or on the Site. When we do, we will revise the updated date at the bottom of this page. Continued use of the App after any such changes shall constitute your consent to such changes.

Contacting us

If you have any questions about this Agreement, please contact us at info@reachuapp.com or the address below:

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