

# Terms and conditions

These terms and conditions ("Terms", "Agreement") are an agreement between ReachU LLC ("the Company", "us", "we" or "our") and you ("User", "you" or "your"). This Agreement sets forth the general terms and conditions of your use of the ReachU App and any of its products or services (collectively, "App" or "Services").

## Accounts and membership

You must be at least 13 years of age to use this App. By using this App and by agreeing to this Agreement 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.

## 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 this App 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 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 submit false or misleading information; (g) 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; (h) to collect or track the personal information of others; (i) to spam, phish, pharm, pretext, spider, crawl, or scrape; (j) for any obscene or immoral purpose; or (k) to interfere with or circumvent the security features of the Service or any related App, other Apps, or the Internet. We reserve the right to terminate your use of the Service or any related App for violating any of the prohibited uses.

## **Intellectual property rights**

This Agreement does not transfer to you any intellectual property owned by The Company or third-parties, and all rights, titles, and interests in and to such property will remain (as between the parties) solely with The Company. All trademarks, service marks, graphics and logos used in connection with our App or Services, are trademarks or registered trademarks of The Company or The Company licensors. Other

trademarks, service marks, graphics and logos used in connection with our App or Services may be the trademarks of other third-parties. Your use of our App and Services grants you no right or license to reproduce or otherwise use any The Company or third-party trademarks.

## **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.

## **Copyright**

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. If you believe this use violates your copyright(s), please don't hesitate to send us an email and we will remove the offending content.

## **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 or 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.

## **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, United States without regard to its rules on conflicts or choice of law and, to the extent applicable, the laws of United States. The exclusive jurisdiction and venue for actions related to the subject matter hereof shall be the state and federal courts located in Minnesota, United States, and you hereby submit to the personal jurisdiction of such courts. You hereby waive any right to a jury trial in any proceeding arising out of or related to this Agreement. The United Nations Convention on Contracts for the International Sale of Goods does not apply to this Agreement.

## **Changes and amendments**

We reserve the right to modify this Agreement or its policies relating to the App or Services at any time, effective upon posting of an updated version of this Agreement in the App. 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.

## **Acceptance of these terms**

You acknowledge that you have read this Agreement and agree to all its terms and conditions. By using the App or its Services you agree to be bound by this Agreement. If you do not agree to abide by the terms of this Agreement, you are not authorized to use or access the App and its Services.

## **Contacting us**

If you have any questions about this Agreement, please contact us at [info@reachuapp.com](mailto:info@reachuapp.com).

This document was last updated on December 7<sup>th</sup>, 2023.