

# FLEXTOGETHER WEBSITE TERMS OF SERVICE

**Last Updated: Jan 1, 2023**

Welcome to FlexTogether! These Terms of Service (“**Terms**”) govern your access to and use of the website at <https://www.flextogether.com/> (the “**Website**”) and constitutes a binding legal agreement between you (“**you**”, “**your**” or “**User**” refers to the individual that visits or uses our Website), as a user of the Website for adherence, and to SoZango, Inc. (doing business as “**FlexTogether**”), and its affiliates (“**FlexTogether**,” “**we**,” “**us**,” or “**our**”). For further information on policies governing the use of our technology platforms, please visit our Website’s Privacy Policy.

NOTE THAT SECTION 33 OF THESE TERMS CONTAINS A MANDATORY ARBITRATION PROVISION THAT REQUIRES THE USE OF ARBITRATION ON AN INDIVIDUAL BASIS AND LIMITS THE REMEDIES AVAILABLE TO YOU IN THE EVENT OF CERTAIN DISPUTES.

By accessing or using our Website, you agree to these Terms. Failure by us to exercise or enforce any right or provision of these Terms of Service shall not constitute a waiver of such right or provision. We reserve the right, at our sole discretion, to update, change or replace any part of these Terms of Service by posting updates and changes to our Website. If we make changes, we will notify you by revising the date at the top of the Terms and, in some cases, we may provide you with additional notice (such as adding a statement to our homepage or sending you an electronic notification). It is your responsibility to check our Website periodically for changes. Your continued use of or access to our Website following the posting of any changes to these Terms of Service constitutes acceptance of those changes. If you do not agree with these Terms, including the mandatory arbitration provision and class action waiver in Section 33, you are not authorized to access or use the Website for any purpose.

## 1. PRIVACY POLICY

Federal and State laws govern the confidentiality of medical information. Please read our privacy policy for information about how FlexTogether collects, uses, and discloses information through the Website. By accessing or using our Website you agree that FlexTogether can collect, use and share such information in accordance with our privacy policy, which is hereby incorporated into these Terms by reference. If you do not agree with the Privacy Policy, you should immediately cease any use of our Services. We reserve the right to modify our privacy policy from time to time.

## 2. BROWSING ELIGIBILITY AND MINORS

General browsing of our Website is not intended for users under the age of eighteen (18). By providing information about yourself to FlexTogether, you are representing that you are eighteen (18) years of age or older. Please check our Privacy Policy for more information on how we handle children’s information.

## 3. SERVICES

FlexTogether’s Website provides a comprehensive virtual respiratory care platform to radically expand access to rehabilitation. FlexTogether’s specialized services include: respiratory therapy,

speech therapy, health coaching, and physical therapy (“**Services**”). FlexTogether offers yoga, qi gong, tai chi, cardio, dance and other health related activities via the Services in order to promote exercise and good health (collectively “**Fitness Activities**”).

#### **4. FITNESS ACTIVITIES DISCLAIMER**

In connection with your participation in any of the Fitness Activities, you understand, acknowledge and agree as follows:

- Participation in the Fitness Activities is completely voluntary and it is solely your decision whether to participate in any such Fitness Activities.
- You should consult a physician before undertaking any of our Fitness Activities. It is your responsibility to evaluate your own medical, physical and mental condition and to independently determine whether to engage in any of the Fitness Activities. It is also your responsibility to ensure that by participating in any of the Fitness Activities you do not exceed your own physical and/or mental limitations and that you select the appropriate level of Fitness Activities for your skills and abilities, as well as for any mental or physical conditions and/or limitations that you may have.
- From time to time our FlexTogether instructors may suggest physical adjustments or the use of equipment during the Fitness Activities and it is your sole responsibility to determine if any such suggested adjustments or equipment are appropriate for your level of ability and physical and mental condition.
- Any exercise program, strenuous or not, may result in injury. By voluntarily undertaking any of the Fitness Activities offered as part of our Services via the Website, you assume the risk of any resulting injury and FlexTogether is not responsible or liable for any injuries or damages you may sustain that result from your undertaking any of the Fitness Activities (including, without limitation, the use of any equipment such as blocks, straps or any other equipment that may be suggested by a FlexTogether instructor). Further, if you are pregnant, you should only participate in the Fitness Activities after you have discussed the potential risks with your obstetrician. You agree to follow your obstetrician’s advice and instructions about whether and to what extent you can participate in the Fitness Activities. You hereby agree on behalf of yourself and any spouse/partner, heirs, and guardians) that you hold harmless FlexTogether and its officers, directors, managers, representatives, agents and affiliates for any possible injury to myself and/or your child/fetus suffered in connection with your undertaking of any of the Fitness Activities.
- If you believe any conditions are unsafe, you should immediately discontinue participation in the Fitness Activities.
- As a material pre-condition to participating in any of the Fitness Activities, you, on behalf of yourself, your spouse/partner, heirs, legatees, guardians, and legal representatives hereby release FlexTogether, its parent companies, subsidiaries, affiliates and assigns and each of their predecessor and successor organizations and each of their current and former principals, instructors, partners, officers, directors, employees, insurers, agents and representatives and the owners/lessors of the premises wherein the Fitness Activities take place (“**Releasees**”) from any and all liability and claims for damages arising out of, relating to and/or by reason of your voluntary decision to participate in any

of the Fitness Activities including (without limitation) the use of any equipment such as blocks, straps or any other equipment that may be suggested by a FlexTogether instructor. You further agree and warrant that neither you nor your spouse/partner, heirs, legatees, guardians and legal representatives) will make a claim against, sue, or attach the property of FlexTogether or any Releasees for injury or damage resulting from the negligence, misconduct or other acts or omissions, howsoever caused, by any employee, agent, or contractor of FlexTogether as a result of your participation in any of the Fitness Activities. If you or anyone acting on your behalf, makes a claim against any of the Releasees, you hereby agree to indemnify, save and hold harmless each of the Releasees from any loss, liability, damage or costs which any may incur as a result of such claim.

## **5. MEDICAL EMERGENCY**

**FLEXTOGETHER'S WEBSITE AND SERVICES ARE NOT INTENDED FOR USE IN MEDICAL EMERGENCIES OR OTHER URGENT SITUATIONS. IF YOU THINK YOU MAY HAVE A MEDICAL EMERGENCY, YOU SHOULD CALL YOUR DOCTOR OR DIAL 9-1-1 IMMEDIATELY.**

## **6. ACCOUNT CREATION; REGISTRATION REQUIREMENTS**

User registration is required to become a FlexTogether subscriber and make use of the Services ("**Subscriber**"). To become a Subscriber, communicate with other Subscribers, and otherwise make use of any Services, you must read this Agreement and indicate your acceptance when prompted during the registration process. In consideration of your use of any of the Services, you represent that you are of legal age to form a binding contract and are not a person barred from receiving services under the laws of the United States or other applicable jurisdiction. You also agree to: (1) provide true, accurate, current and complete information about yourself as prompted by the registration form available on the Services (the "**Registration Data**") and (2) maintain and promptly update your Registration Data to keep it true, accurate, current and complete. If you provide any information that is untrue, inaccurate, not current or incomplete, or we have reasonable grounds to suspect that such information is untrue, inaccurate, not current or incomplete, FlexTogether reserves the right to suspend or terminate your account and refuse any and all current or future use by you of the Services (or any portion thereof) at any time. Use of the Services and Subscription on the Services is void where prohibited.

## **7. ACCOUNT SECURITY**

If you register on the Services, you will be provided a unique url login, and you may be asked for additional information regarding your account. You are responsible for maintaining the confidentiality of your unique url and account information and are fully responsible for all activities that occur under your unique url or account. You agree to immediately notify FlexTogether of any unauthorized use of your unique url or account or any other breach of security. Subscribers to the Services may not share, give or sell their password or username to any other person or entity. You may never use another Subscriber's account without prior authorization from FlexTogether. FlexTogether will not be liable for any loss or damage arising from your failure to comply with this Agreement.

## **8. TERMINATION OR SUSPENSION OF ACCOUNT**

You agree that FlexTogether may at any time and for any reason, including a period of account inactivity, terminate your access to FlexTogether Services, or restrict or suspend your access to all or any part of the Service at any time, for any or no reason, with or without prior notice, and without liability.

## 9. USING THE SERVICES

The Services enables a Subscriber, to view fitness videos, post exercise accomplishments, and participate in video chats with, and send messages to, other Subscribers. Subscribers will be able to join a video chat with another Subscriber with whom they are connected on the Services (each a **“Connection”**). Subscribers can add Connections by inviting them to connect on the Services.

## 10. ACCESSING THE SERVICES

You may access Services as available:

- for your information and personal use and may not be downloaded, copied, reproduced, distributed, transmitted, broadcast, displayed, sold, licensed, or otherwise exploited for any other purpose whatsoever without the prior written consent of FlexTogether;
- as intended through the normal functionality of the FlexTogether Service;
- and for Streaming (**“Streaming”** or **“Stream”** means a contemporaneous digital transmission of an audiovisual work via the Internet from the FlexTogether Service to a user’s device in such a manner that the data is intended for real-time viewing and not intended to be copied, stored, permanently downloaded, or redistributed by the user). Accessing any videos available for viewing via the Services for any purpose or in any manner other than for Streaming is expressly prohibited.

## 11. SERVICE PRICING INFORMATION

FlexTogether offers competitive pricing for Services. Please note that prices for Services, offers, and specials are subject to change at any time without notice. For Service purchases, we accept credit and debit cards. Services may also be covered by private or government insurance plans, if applicable. The prices for Services are quoted in U.S. Dollars and are valid and effective only in the United States.

While FlexTogether strives to provide accurate pricing information, pricing or typographical errors may occur. In the event a Service is listed at an incorrect price due to typographical error, or any other reason, we shall have the right to refuse or cancel any order placed for such Service at the incorrect price, even if the order has been confirmed and/or your credit or debit card has been charged. If your credit or debit card has already been charged for the Services and your order is canceled, FlexTogether shall promptly issue a credit to your credit or debit card account in the amount of the correct price.

FlexTogether and its affiliates do not advertise or solicit for patronage which is not in the public interest or in violation of any State or Federal laws. Any advertising of fixed prices or a stated range of prices for specified routine professional services is permitted, provided that if there is an additional charge for related services that are an integral part of the overall service being

provided, the advertisement shall so state, and provided further that the advertisement indicates the period of time for which the advertised practices shall be in effect.

FLEXTOGETHER, ITS AFFILIATES, AND ITS LICENSED PROFESSIONALS DO NOT PAY, RECEIVE, OR SOLICIT, ANY REMUNERATION IN RETURN FOR REFERRALS, DIRECTLY OR INDIRECTLY OFFER, GIVE, SOLICIT, OR RECEIVE OR AGREE TO RECEIVE, ANY FEE OR OTHER CONSIDERATION TO OR FROM A THIRD PARTY FOR THE REFERRAL OF A SUBSCRIBER OR IN CONNECTION WITH THE PERFORMANCE OF SERVICES, NOR ARE ANY OF THE ENTITIES OR PERSONS PERMITTED TO SHARE IN THE FEES FOR SERVICES, INCLUDING ANY ARRANGEMENT OR AGREEMENT WHEREBY THE AMOUNT RECEIVED IN PAYMENT FOR FURNISHING SPACES, FACILITIES, EQUIPMENT OR PERSONNEL SERVICES USED BY A LICENSEE CONSTITUTING A PERCENTAGE OF, OR OTHERWISE DEPENDENT UPON, THE INCOME OR RECEIPTS OF THE LICENSEE FROM SUCH PRACTICE SUBJECT TO CERTAIN EXCEPTIONS PERMITTED BY LAW. FOR FURTHER INFORMATION REGARDING FEE-SPLITTING, STARK, ANTI-KICKBACK, OR EKRA LAWS, PLEASE VISIT THE FOLLOWING WEBSITE:

- <https://oig.hhs.gov/compliance/physician-education/fraud-abuse-laws/>

## **12. SERVICE PAYMENT, LATE FEES, CANCELLATIONS, AND REFUNDS**

Service payment for cash-pay Subscribers is due at the time the Service is rendered. If you are paying via insurance, FlexTogether will bill your insurance company on your behalf, and you will be billed for any deductible and/or co-payment due at the time of service. By paying with a credit or debit card, you hereby certify that you are: (1) an authorized user of the credit or debit card, or have been granted authorization to use the credit or debit card; (2) you authorize FlexTogether to charge the amount agreed upon to the credit or debit card; and (3) if the charge is declined or reversed by the credit or debit card issuer, network, or bank, you agree to reimburse FlexTogether for all reasonable costs of collection. You understand that you are still responsible for the full payment of Services. Presenting any form of payment in which you are not an authorized user may be considered fraud and subject to law enforcement notification and prosecution. You also understand that you may not settle amounts you owe to FlexTogether by writing “**Paid in Full**,” “**Full and Final Payment**,” “**In Full Satisfaction**,” or any other message on your bill.

To cancel an appointment, you must provide at least twenty-four (24) hours’ notice. If you do not cancel your appointment within twenty-four (24) hours of the appointment time, you will be subject to a late cancellation fee. The late cancellation fee will be charged to the credit card, debit card, or account on file. Unrendered canceled Services will not be charged to your account or billed to your insurance.

FlexTogether does not offer refunds on services rendered even if you are disappointed in the result or unhappy with the outcome.

## **13. EVENTS OUTSIDE OUR CONTROL**

An Event Outside Our Control means any act or event beyond our reasonable control, including without limitation strikes, lock-outs or other industrial action by third parties, civil commotion, riot, invasion, terrorist attack or threat of terrorist attack, war (whether declared or not) or threat or preparation for war, fire, explosion, storm, flood, earthquake, subsidence, epidemic, pandemic,

or other natural disaster, or failure of public or private telecommunications networks.

If an Event Outside Our Control takes place that affects the performance of our obligations under these Terms: (1) If necessary, we will contact you as soon as reasonably possible to notify you and (2) our obligations under these general conditions will be suspended and the time for performance of our obligations will be extended for the duration of the Event Outside Our Control.

## **14. COMMUNICATIONS**

When obtaining Services, you may receive communications from us, which may include emails, chat messages, text messages (SMS; MMS; RCS), and voice calls (the “**Communications**”). Your agreement to receive Communications is not a condition of any Service. Communications from or on behalf of FlexTogether may include but are not limited to: the use of Services; informational communications concerning the Website, messages from your healthcare provider, marketing content such as updates concerning new and existing Services; and communications concerning promotions run by us or our third-party affiliates.

IF YOU WISH TO OPT OUT OF FLEXTOGETHER PROMOTIONAL EMAILS, YOU CAN UNSUBSCRIBE FROM OUR PROMOTIONAL EMAIL LIST BY FOLLOWING THE UNSUBSCRIBE OPTIONS IN THE PROMOTIONAL EMAIL ITSELF. IF YOU WISH TO OPT OUT OF FLEXTOGETHER TEXT MESSAGES (INCLUDING OPERATIONAL, PROMOTIONAL, AND TRANSACTIONAL), YOU CAN REPLY WITH THE WORD “STOP” or “STOP ALL.”

Additionally, you agree that any notices, agreements, disclosures, or other communications that we send to you electronically will satisfy any legal communication requirements, including, but not limited to, that such communications be in writing. You should maintain copies of electronic communications from us by printing a paper copy or saving an electronic copy.

### **14.1. Mobile Text Message Opt In**

FlexTogether may give Subscribers the option to receive mobile text messages from FlexTogether by affirmatively opting in. By opting in, you agree to receive auto-dialed or predetermined mobile messages at the phone number associated with your opt-in. While you consent to receive messages sent using an autodialer, the foregoing shall not be interpreted to suggest or imply that any or all of the mobile messages are sent using an automatic telephone dialing system (“**ATDS**” or “**autodialer**”). Message and data rates may apply.

### **14.2. Mobile Text Message Opt Out**

If you do not wish to continue to receiving text messages, you agree to reply STOP, or STOP ALL, to any mobile message sent to you in order to opt out. You may receive an additional mobile message confirming your decision to opt out. You understand and agree that the foregoing options are the only reasonable methods of opting out. You also understand and agree that any other method of opting out, including, but not limited to, texting words other than those set forth above or verbally requesting an agent or employee to remove you from our list, is not a reasonable means of opting out. Ten (10) days will be given to honor requests to opt-out.

### **14.3. Florida Residents**

We endeavor to comply with the Florida Telemarketing Act and the Florida Do Not Call Act as applicable to Florida residents. For purposes of compliance, you agree that we may assume that you are a Florida resident if, at the time of opt-in to text messages, (1) your shipping address, as provided is located in Florida or (2) the area code for the phone number used to opt-into is a Florida area code. You agree that the requirements of the Florida Telemarketing Act and the Florida Do Not Call Act do not apply to you, and you shall not assert that you are a Florida resident, if you do not meet either of these criteria or, in the alternative, do not affirmatively advise us in writing that you are a Florida resident by sending written notice to us. Insofar as you are a Florida resident, you agree that mobile messages sent in direct response to mobile messages or requests from you (including but are not limited to response to Keywords, opt-in, help or stop requests, and shipping notifications) shall not constitute a “telephonic sales call” or “commercial telephone solicitation phone call” for purposes of Florida Statutes Section 501 (including but not limited to sections 501.059 and 501.616), to the extent the law is otherwise relevant and applicable.

## **15. INVITATIONS**

FlexTogether may offer you the opportunity to invite your other contacts to join the Services and become a Subscriber and a Connection. If you choose to invite one or more of your contacts using text messaging (SMS; MMS), email, or another communications app we may suggest content for the message (which you may be able to edit in certain instances). If you choose to send such invitations, you represent to FlexTogether that the recipients of such invitations have consented to receive such messages from you, and that those recipients do not consider such messages unwanted or unsolicited.

## **16. SUBSCRIBER DISPUTES**

You are solely responsible for your interactions with other Subscribers. FlexTogether reserves the right, but has no obligation, to monitor or mediate disputes between you and other Subscribers.

## **17. TESTIMONIALS, REVIEWS, AND CONTESTS**

FlexTogether and its affiliates may feature testimonials and reviews from Subscribers in order to provide Users with additional information about others’ experiences with the Services offered. While all information, photos, and quotes used are from actual Subscribers sharing their honest opinions of the Services, these testimonials or reviews are not to be considered as a guarantee that current or future Subscribers will experience the same results, or a guarantee that all Subscribers will have the same experience. You understand and agree that by reading a featured testimonial or review on our Website, you do not expect the same results, and understand this information is not a guarantee.

FlexTogether and its affiliates may also provide the opportunity to participate in contests or sweepstakes on our Website and/or third-party social media platforms. If you participate, we will request certain personal information. Participation in these contests is voluntary and you, therefore, have a choice whether or not to disclose this information. We may announce the names of contest winners on our Website and/or on social media platforms.

## **18. FEEDBACK**

You acknowledge and agree that any feedback, comments, or suggestions you may provide regarding FlexTogether or the Services is entirely voluntary and FlexTogether will be free to use such feedback, comments or suggestions as it sees fit and without any obligation to you.

## **19. THIRD PARTIES**

Any dealings with third parties included within or on the Services, involving the delivery of and payment of third-party goods in relation to Services, or any other terms, conditions, warranties, or representations associated with such third parties, are solely between you and that third party. FlexTogether is neither responsible nor liable for any part of such dealings or promotions. Any reference to any third party or the products or services of any third party on the Website or during Services does not constitute an endorsement or recommendation of such third party or the product or services of such third party by FlexTogether or any of its employees, officers, independent contractors, agents, affiliates, or other representatives. Any reference to any third party on the Website is provided to you for informational purposes only. FlexTogether encourages you to conduct your own research and due diligence regarding such third parties and their products and services.

## **20. LINKS TO THIRD PARTIES**

The Website may include links to third-party Websites, resources, and advertisements (collectively, “**Third-Party Sites**”). FlexTogether is not responsible or liable for the availability or accuracy of, and FlexTogether does not endorse, sponsor, or recommend any Third-Party Sites or the content, products, or services on or available from such Third-Party Sites. Your use of Third-Party Sites is at your own risk, and FlexTogether and its affiliates will not be liable for any losses arising out of or relating to Third-Party Sites.

In addition, FlexTogether makes no representation that such Third-Party Sites are appropriate or available for use in any particular location. To the extent you choose to access such Third-Party Sites, you do so at your own initiative and are responsible for compliance with any applicable laws, including but not limited to applicable local laws. FlexTogether reserves the right to change, suspend, remove, or disable access to any Third-Party Sites at any time without notice. In no event will FlexTogether be liable for the removal of or disabling access to any such Third-Party Sites. FlexTogether may also impose limits on the use of or access to certain Third-Party Sites in any case and without notice or liability.

Before you use any Third-Party Site, you should review the applicable terms of use and policies for such website.

## **21. GENERAL CONTENT**

For purposes of these Terms: “**Content**” means text, graphics, images, music, software, audio, video, feedback, works of authorship of any kind, and information or other materials that are posted, generated, provided or otherwise made available through the Services.

Content on the Services is provided to you “**AS IS.**” We reserve the right to change the Website and the FlexTogether Content (defined below) at any time. However, we have no obligation to update any information on our site. You agree that it is your responsibility to monitor changes to our site. We are not responsible if information made available on this site contains typographical errors, is not accurate, is not complete, or is not current. The material on this site is provided for general information only and should not be relied upon as the sole basis for making decisions.

Any reliance on the material on this site is at your own risk. Under no circumstances will FlexTogether be liable in any way for any FlexTogether Content, including, but not limited to, any errors or omissions in any FlexTogether Content, or any loss or damage of any kind incurred at any time as a result of the use of any FlexTogether Content posted, emailed, transmitted or otherwise made available via the Service.

This site may contain certain historical information. Historical information may not be current and is provided for your reference only.

## **22. SUBSCRIBER CONTENT**

Our Website may allow Subscribers to upload and store content, including messages, text, and other materials. For purposes of these Terms: “**Subscriber Content**” means any Content that you and any other Subscribers of the Services provide or import to be made available through the Services. Content includes, without limitation, Subscriber Content.

FlexTogether does not claim any ownership rights in any Subscriber Content. You retain your rights to any Subscriber Content you submit, post or display on or through the Services. Excluding in this Section protected health information that has not been de-identified, which is covered by our Privacy Policy, by posting, displaying, publishing, transmitting, or otherwise making available (individually and collectively, “**Posting**”) any Content on or through the Service, you hereby grant to FlexTogether a non-exclusive, fully-paid, royalty-free, perpetual, irrevocable, worldwide license (with the right to sublicense through unlimited levels of sublicensees) to use, copy, modify, adapt, translate, create derivative works, publish, publicly perform, publicly display, store, reproduce, transmit, distribute, and otherwise make available such Content on and through the Website, in print, or in any other format or media now known or hereafter invented, without prior notification, compensation, or attribution to you, and without your consent. You should only Post Subscriber Content that you are comfortable sharing with others under these Terms.

You represent and warrant that: (1) you own all right, title and interest in all Content posted by you on or through the Services, or otherwise have the right to grant the license set forth in this section; and (2) the Posting of your Content on or through the Services does not violate the privacy rights, publicity rights, copyrights, publishing, trademarks, patents, trade secrets, contract rights, confidentiality, or any other rights of any third party or will result in the violation of any applicable law or regulation.

FlexTogether reserves the right at all times (but will not have an obligation) to remove or refuse to distribute any Content on the Services without Liability.

All Content, whether publicly posted or privately transmitted, is the sole responsibility of the person who originated such Content. FlexTogether may, but are not required to, monitor or control the Content posted via the Services and cannot take responsibility for such Content. Any use or reliance on any Content or materials posted via the Services or obtained by you through the Services is at your own risk.

FlexTogether does not control the Content posted via video chat Service and, as such, FlexTogether does not guarantee the accuracy, integrity or quality of such Content. You understand that by using the Service, you may be exposed to Content that you deem offensive, indecent or objectionable.

### **22.1. Prohibited Subscriber Content**

You agree not to use the Service to post or otherwise transmit information, data, text, software, music, sound, photographs, graphics, video, messages, tags, or other Content that:

- is patently offensive and/or promotes racism, bigotry, hatred or physical harm of any kind against any group or individual;
- harasses or advocates harassment of another person;
- exploits people in a sexual or violent manner;
- contains nudity, violence, pornography, sexually explicit material or offensive subject matter;
- provides any telephone numbers, street addresses, last names or email addresses of anyone other than your own;
- promotes information that you know is false or misleading or promotes illegal activities or conduct that is abusive, threatening, obscene, defamatory or libelous;
- violates any intellectual property or other proprietary right of any third party, including Content that promotes 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, or providing pirated music or links to pirated music files;
- involves the transmission of "junk mail," "chain letters," or unsolicited mass mailing, instant messaging, "spimming," or "spamming";
- contains restricted or password only access pages or hidden pages or images (those not linked to or from another accessible page);
- furthers or promotes any criminal activity or enterprise or provides instructional information about illegal activities including, but not limited to making or buying illegal weapons, violating someone's privacy, or providing or creating computer viruses;
- solicits passwords or personal identifying information from other Subscribers;
- involves commercial activities and/or sales without FlexTogether's prior written consent, such as contests, sweepstakes, barter, advertising, and/or pyramid schemes;
- includes a photograph of another person that you have posted without that person's consent or otherwise constitutes an invasion of an individual's privacy or infringement of publicity rights;
- denigrates, ridicules, or demeans another person; or
- contains a virus or other harmful component.

## **22.2. Rejection or Removal of Content**

You acknowledge that FlexTogether may pre-screen Subscriber Content posted on the Services, that FlexTogether is not responsible for behavior or comments of instructors and/or other Subscribers and/or music on the Services, but that FlexTogether shall have the right (but not the obligation) in its sole discretion to pre-screen, edit, refuse, or remove any Content or portion thereof that is available via the Service, for any reason. Without limiting the foregoing, FlexTogether shall have the right to remove from the Services any Content that violates this Agreement or is otherwise objectionable in the sole discretion of FlexTogether.

If you wish to remove any of your Subscriber Content from the Service, your ability to do so may depend on the type of Content, the location and manner of Posting, and other factors. You may email [compliance@flextogether.com](mailto:compliance@flextogether.com) to request the removal of certain

Content you have Posted; however, FlexTogether has no obligation to remove any such Content, may choose whether or not to do so in its sole discretion, and makes no guarantee as to the complete deletion of any such Content and copies thereof. Nonetheless, a back-up or residual copy of any Content Posted by you may remain on FlexTogether's servers after the Content appears to have been removed from the Services.

Notwithstanding the foregoing, FlexTogether may delete or remove Subscriber Content at any time and for any reason.

### **23. FLEXTOGETHER CONTENT; INTELLECTUAL PROPERTY**

The Website, text, graphics, images, photographs, videos, illustrations, trademarks, trade names, service marks, logos, slogans, and other content contained therein (collectively, the "**FlexTogether Content**") are owned by or licensed to FlexTogether and are protected under copyright, trademark, and other laws of both the United States and foreign countries. Except as explicitly stated in these Terms, FlexTogether and its licensors (including other Subscribers) reserve all rights in and to its Website and the FlexTogether Content.

FlexTogether hereby grants you a limited, nonexclusive, non-transferable, non-sublicensable, revocable license to access and use the Website and the FlexTogether Content; provided, however, that such license is subject to these Terms and does not include any right to (1) sell, resell the Website, or the FlexTogether Content; (2) copy, reproduce, distribute, publicly perform or publicly display FlexTogether Content, except as expressly permitted by FlexTogether or its licensors; (3) modify the FlexTogether Content, remove any proprietary rights notices or markings, or otherwise make any derivative uses of the Website and the FlexTogether Content; (4) use any data mining, robots or similar data gathering or extraction methods; and (5) use the Website or the FlexTogether Content other than for their intended purposes. Any use of the Website or the FlexTogether Content other than as specifically authorized herein, without FlexTogether's prior written permission, is strictly prohibited and will terminate the license granted herein.

### **24. COPYRIGHT COMPLAINTS**

FlexTogether reserves the right in its sole discretion to immediately suspend and/or terminate access to the Services by any Subscriber who is alleged to have infringed on the intellectual property rights of FlexTogether or of a third party, or otherwise violated any intellectual property laws or regulations. FlexTogether's policy is to investigate any allegations of copyright infringement brought to its attention. If you have evidence, know, or have a good faith belief that your rights or the rights of a third party have been violated and you want FlexTogether to delete, edit, or disable the material in question, you must provide FlexTogether with all of the following information:

- a physical or electronic signature of a person authorized to act on behalf of the owner of the exclusive right that is allegedly infringed;
- identification of the copyrighted work claimed to have been infringed, or, if multiple copyrighted works are covered by a single notification, a representative list of such works;
- identification of the material that is claimed to be infringed or to be the subject of infringing activity and that is to be removed or access to which is to be disabled, and information reasonably sufficient to permit FlexTogether to locate the material;

- information reasonably sufficient to permit FlexTogether to contact you, such as an address, telephone number, and if available, an electronic mail address at which you may be contacted;
- a statement that you have a good faith belief that use of the material in the manner complained of is not authorized by the copyright owner, its agent, or the law; and
- a statement that the information in the notification is accurate, and under penalty of perjury, that you are authorized to act on behalf of the owner of an exclusive right that is allegedly infringed.

For this notification to be effective, you must provide it to FlexTogether's Designated Agent by email with a return receipt acknowledgement:

- **Designated Agent:** FlexTogether Copyright Compliance Department
- **E-Mail Address:** [info@flextogether.com](mailto:info@flextogether.com)

Please see [17 U.S.C. §512\(c\)\(3\)](#) for the requirements of a proper notification. Also, please note that if you knowingly misrepresent that any activity or material on our Website is infringing, you may be liable to FlexTogether for certain costs and damages.

## 25. APPROPRIATE USE OF THE WEBSITE

You agree to use the Website in accordance with all applicable local, state, national and foreign laws, treaties, and regulations. You will not violate any contract, intellectual property, or other third-party right or commit a tort, and you are solely responsible for your conduct while accessing or using our Website.

In addition, without limitation, you will not, directly or indirectly, do any of the following while using or accessing the Website:

- engage in any harassing, threatening, intimidating, predatory, or stalking conduct;
- use or attempt to use another User's account or third-party account without authorization from that User;
- launch any automated system, including without limitation, "robots," "spiders," or "offline readers," that accesses the Services in a manner that sends more request messages to FlexTogether servers in a given period of time than a human can reasonably produce in the same period by using a conventional on-line web browser.
- forge any TCP/IP packet header or any part of the header information in any email or posting, or in any way use the Services to send altered, deceptive or false source-identifying information;
- use our Website in any manner that could interfere with, disrupt, negatively affect or inhibit other Users from fully enjoying our Website or that could damage, disable, overburden or impair the functioning of our Website in any manner;
- probe, scan, or test the vulnerability of any system or network or breach or circumvent any security or authentication measures;
- reverse engineer any aspect of our Website or do anything that might discover source code or bypass or circumvent measures employed to prevent or limit access to any part of our Website;
- attempt to circumvent any content-filtering techniques we employ or attempt to access any feature or area of our Website that you are not authorized to access;

- develop or use any third-party applications that interact with our Website without our prior written consent, including any scripts designed to scrape or extract data from our Website;
- avoid, bypass, remove, deactivate, impair, descramble or otherwise circumvent any technological measure implemented by FlexTogether or any of FlexTogether's providers or any other third party (including another Subscriber) to protect the Services or Content;
- misrepresent your identity or provide FlexTogether with any false information in any information-collection portion of our Website;
- infringe any patent, trademark, trade secret, copyright, or other proprietary rights of any party;
- use any meta tags or other hidden text or metadata utilizing a FlexTogether trademark, logo URL or product name without FlexTogether's express written consent;
- use the Services or Content, or any portion thereof, for any commercial purpose or for the benefit of any third party or in any manner not permitted by these Terms;
- directly or indirectly authorize anyone else to take actions prohibited in these Terms of Service; or
- use our Website for any illegal or unauthorized purpose, or engage in, encourage or promote any activity that violates these Terms.

You may also only upload or otherwise share Subscriber Content that you have all necessary rights to disclose. You may not upload, store or share any Subscriber Content that:

- is unlawful, libelous, defamatory, obscene, pornographic, indecent, lewd, suggestive, harassing, threatening, invasive of privacy or publicity rights, abusive, inflammatory, or fraudulent;
- would constitute, encourage or provide instructions for a criminal offense, violate the rights of any party, or otherwise create liability or violate any local, state, national or international law;
- may infringe any patent, trademark, trade secret, copyright, or other intellectual or proprietary right of any party;
- contains or depicts any statements, remarks, or claims that do not reflect your honest views and experiences;
- impersonates, or misrepresents your affiliation with, any person or entity;
- contains any private or personal information of a third party without such third party's consent;
- contains any viruses, corrupted data, or other harmful, disruptive, or destructive files or content; or
- is, in our sole judgment, objectionable or that restricts or inhibits any other person from using or enjoying our Website, or that may expose FlexTogether or others to any harm or liability of any type.

If you become aware of misuse of the Service by any person, please contact FlexTogether at [compliance@flextogether.com](mailto:compliance@flextogether.com).

## **26. INTERNATIONAL USE**

Due to the global nature of the Internet, you agree to comply with all local rules regarding online conduct and acceptable Content. Specifically, you agree to comply with all applicable laws regarding the transmission of technical data exported from the United States or the country in which you reside.

## **27. WEBSITE UPDATES**

FlexTogether may from time to time, in its sole discretion (without obligation), develop and provide updates for our Website, which may include error corrections and/or new features (collectively, “**Updates**”). Updates may also modify or delete in their entirety certain features and functionality. You agree that FlexTogether has no obligation to provide any Updates or to continue to provide or enable any particular features or functionality. For clarity, all Updates are part of the Website and subject to these Terms.

## **28. TERMINATION; CANCELLATION**

We may discontinue our Website, and we may suspend or terminate your right to use our Website at any time, in the event that you breach these Terms, for any other reason, or for no reason at all, in our sole discretion, and without prior notice to you.

All licenses and other rights granted to you by these Terms will immediately terminate upon termination of your right to use our Website or our termination of the Website. These Terms will survive and continue to apply after any suspension, termination, or cancellation, except that your access rights and other rights as a user will be suspended, terminated, or canceled, respectively.

## **29. DISCLAIMER OF WARRANTIES**

YOUR USE OF THE WEBSITE AND THE FLEXTOGETHER CONTENT INCLUDED IN THIS WEBSITE IS AT YOUR SOLE DISCRETION AND RISK. THE WEBSITE AND THE FLEXTOGETHER CONTENT INCLUDED IN THIS WEBSITE, ARE PROVIDED ON AN “AS IS” AND “AS AVAILABLE” BASIS WITHOUT WARRANTIES OF ANY KIND.

FLEXTOGETHER AND ITS LICENSORS AND AFFILIATES EXPRESSLY DISCLAIM ALL WARRANTIES OF ANY KIND, EXPRESS, IMPLIED, OR STATUTORY, RELATING TO THE WEBSITE AND THE FLEXTOGETHER CONTENT INCLUDED IN THIS WEBSITE, INCLUDING, WITHOUT LIMITATION, THE WARRANTIES OF TITLE, MERCHANTABILITY, FITNESS FOR A PARTICULAR PURPOSE, NON-INFRINGEMENT OF PROPRIETARY RIGHTS, COURSE OF DEALING, OR COURSE OF PERFORMANCE.

WE DO NOT CONTROL, ENDORSE OR TAKE RESPONSIBILITY FOR ANY SUBSCRIBER CONTENT OR THIRD-PARTY CONTENT AVAILABLE ON OR LINKED TO BY OUR WEBSITE.

WE MAKE NO REPRESENTATIONS CONCERNING, AND DO NOT GUARANTEE, (1) THE SECURITY, ACCURACY, RELIABILITY, TIMELINESS, AND PERFORMANCE OF THE WEBSITE AND THE FLEXTOGETHER CONTENT INCLUDED IN THIS WEBSITE, INCLUDING, BUT NOT LIMITED TO, ANY FLEXTOGETHER CONTENT OR ITS APPLICABILITY TO YOUR INDIVIDUAL CIRCUMSTANCES, OR (B) THAT THE WEBSITE AND THE FLEXTOGETHER CONTENT INCLUDED IN THIS WEBSITE WILL BE ERROR-FREE OR THAT ANY ERRORS WILL BE CORRECTED. OUR WEBSITE AND THE FLEXTOGETHER CONTENT INCLUDED IN THIS WEBSITE ARE DEVELOPED FOR USE IN THE UNITED STATES AND FLEXTOGETHER AND ITS LICENSORS AND AFFILIATES MAKE NO REPRESENTATION OR WARRANTY CONCERNING THE WEBSITE AND THE FLEXTOGETHER CONTENT INCLUDED IN THIS WEBSITE WHEN THEY ARE USED IN ANY OTHER COUNTRY.

NO ADVICE OR INFORMATION PROVIDED TO YOU BY FLEXTOGETHER WILL CREATE ANY WARRANTY THAT IS NOT EXPRESSLY STATED IN THESE TERMS. SOME JURISDICTIONS DO NOT PERMIT US TO EXCLUDE WARRANTIES IN THESE WAYS, SO IT IS POSSIBLE THAT THESE EXCLUSIONS WILL NOT APPLY TO OUR AGREEMENT WITH YOU. IN SUCH EVENT THE EXCLUSIONS WILL APPLY TO THE FULLEST EXTENT PERMITTED UNDER APPLICABLE LAW.

### **30. LIMITATION OF LIABILITY**

IN NO EVENT WILL FLEXTOGETHER, FLEXTOGETHER'S LICENSORS, AFFILIATES, AND OUR RESPECTIVE OWNERS, DIRECTORS, OFFICERS, EMPLOYEES, CONTRACTORS, AGENTS AND REPRESENTATIVES, (COLLECTIVELY, "FLEXTOGETHER PARTIES") BE LIABLE TO YOU FOR ANY DAMAGES WHATSOEVER, INCLUDING WITHOUT LIMITATION, INDIRECT, INCIDENTAL, SPECIAL, PUNITIVE OR CONSEQUENTIAL DAMAGES, OR ANY OTHER DAMAGES OF ANY KIND, INCLUDING BUT NOT LIMITED TO LOSS OF USE, LOSS OF DATA OR LOST PROFITS, WHETHER IN AN ACTION IN CONTRACT, TORT (INCLUDING BUT NOT LIMITED TO NEGLIGENCE) OR OTHERWISE, INCLUDING BUT NOT LIMITED TO ANY DAMAGES CAUSED BY OR RESULTING FROM RELIANCE ON INFORMATION OBTAINED THROUGH THE WEBSITE OR FROM THE CONDUCT OF YOU OR ANYONE ELSE (INCLUDING BUT NOT LIMITED TO BODILY INJURY, DEATH OR PROPERTY DAMAGE), WHETHER ONLINE OR OFFLINE, ARISING OUT OF OR IN CONNECTION WITH YOUR USE OF THE WEBSITE OR FLEXTOGETHER CONTENT INCLUDED IN THIS WEBSITE, WHETHER THE DAMAGES ARE FORESEEABLE AND WHETHER OR NOT FLEXTOGETHER HAS BEEN ADVISED OF THE POSSIBILITY OF SUCH DAMAGES IN ADVANCE. IF YOU ARE DISSATISFIED WITH THE WEBSITE, THE FLEXTOGETHER CONTENT INCLUDED IN THIS WEBSITE, OR THESE TERMS, YOUR SOLE AND EXCLUSIVE REMEDY IS TO DISCONTINUE USING THE WEBSITE. IF THE FOREGOING IS NOT ENFORCEABLE AGAINST YOU, IN NO EVENT WILL THE CUMULATIVE LIABILITY OF THE FLEXTOGETHER PARTIES TO YOU, WHETHER IN CONTRACT, TORT, OR OTHERWISE, EXCEED THE GREATER OF (1) THE AGGREGATE AMOUNT YOU PAID FLEXTOGETHER TO ACCESS OR USE THE WEBSITE IN THE MOST RECENT TWELVE-MONTH PERIOD, OR (2) \$50.

SOME JURISDICTIONS DO NOT PERMIT US TO LIMIT OUR LIABILITY IN THESE WAYS, SO IT IS POSSIBLE THAT THESE LIMITATIONS WILL NOT APPLY TO OUR AGREEMENT WITH YOU. IN SUCH AN EVENT THE LIMITATIONS WILL APPLY TO THE FULLEST EXTENT PERMITTED UNDER APPLICABLE LAW.

### **31. INDEMNIFICATION**

You will indemnify, defend, and hold harmless the FlexTogether Parties from and against any and all claims, causes of action, demands, liabilities, losses, costs, or expenses (including, but not limited to, reasonable attorneys' fees and expenses) arising out of or relating to any of the following matters:

- your access to or use of the Website, or the FlexTogether Content included in the Website;
- your Subscriber Content;
- your violation of any of the provisions of these Terms;
- your conduct in connection with our Website; or

- your violation of any third party right, including, without limitation, any intellectual property right, publicity, confidentiality, property, or privacy right.

FlexTogether reserves the right, at our own expense, to assume the exclusive defense and control of any matter otherwise subject to indemnification by you, in which event you will cooperate with us in asserting any available defenses.

### **32. RELEASE**

To the fullest extent permitted by applicable law, you release FlexTogether and the other FlexTogether Parties from responsibility, liability, claims, demands, and/or damages (actual and consequential) of every kind and nature, known and unknown (including, but not limited to, claims of negligence), arising out of or related to disputes between users and the acts or omissions of third parties. IF YOU ARE A CALIFORNIA RESIDENT, YOU HEREBY WAIVE ANY RIGHTS YOU MAY HAVE UNDER CALIFORNIA CIVIL CODE § 1542 AS WELL AS ANY OTHER STATUTE OR COMMON LAW PRINCIPLES THAT WOULD OTHERWISE LIMIT THE COVERAGE OF THIS RELEASE TO INCLUDE ONLY THOSE CLAIMS WHICH YOU MAY KNOW OR SUSPECT TO EXIST IN YOUR FAVOR AT THE TIME OF AGREEING TO THIS RELEASE.

### **33. DISPUTE RESOLUTION; BINDING ARBITRATION**

PLEASE READ THE FOLLOWING SECTION CAREFULLY BECAUSE IT REQUIRES YOU TO ARBITRATE CERTAIN DISPUTES AND CLAIMS WITH FLEXTOGETHER AND LIMITS THE MANNER IN WHICH YOU CAN SEEK RELIEF FROM US.

#### **33.1. Binding Arbitration**

Except for any disputes, claims, suits, actions, causes of action, demands, or proceedings (collectively, “**Disputes**”) arising out of or related to a violation of [Section 25](#) or Disputes in which either party seeks to bring an individual action in small claims court or seeks injunctive or other equitable relief for the alleged unlawful use of intellectual property, including, without limitation, copyrights, trademarks, trade names, logos, trade secrets or patents, you and FlexTogether agree (1) to waive your and FlexTogether’s respective rights to have any and all Disputes arising from or related to these Terms, or the Website, resolved in a court, and (2) to waive your and FlexTogether’s respective rights to a jury trial. Instead, you and FlexTogether agree to arbitrate Disputes through binding arbitration (which is the referral of a Dispute to one or more persons charged with reviewing the Dispute and making a final and binding determination to resolve it instead of having the Dispute decided by a judge or jury in court).

#### **33.2. No Class Arbitrations, Class Actions, or Representative Actions**

You and FlexTogether agree that any Dispute arising out of or related to these Terms or the Website is personal to you and FlexTogether and that such Dispute will be resolved solely through individual arbitration and will not be brought as a class arbitration, class action, or any other type of representative proceeding. You and FlexTogether agree that there will be no class arbitration or arbitration in which an individual attempts to resolve a Dispute as a representative of another individual or group of individuals. Further, you and FlexTogether agree that a Dispute cannot be brought as a class or other type of representative action, whether within or outside of arbitration, or on behalf of any other individual or group of individuals. The arbitrator does not have the power to vary these class action waiver

provisions.

### **33.3. Federal Arbitration Act**

You and FlexTogether agree that these Terms affect interstate commerce and that the enforceability of this Section 33 shall be both substantively and procedurally governed by and construed and enforced in accordance with the Federal Arbitration Act, 9 U.S.C. § 1 et seq. (the “**FAA**”), to the maximum extent permitted by applicable law.

### **33.4. Notice; Informal Dispute Resolution**

You and FlexTogether agree that each party will notify the other party in writing of any arbitrable or small claims Dispute within thirty (30) days of the date it arises so that the parties can attempt in good faith to resolve the Dispute informally. Notice to FlexTogether shall be sent by certified mail or courier to 32656 Golden Lantern St., STE B 270; Dana Point, CA; 92629. Your notice must include (1) your name, postal address, telephone number, and an email address at which you can be contacted, (2) a description in reasonable detail of the nature or basis of the Dispute, and (3) the specific relief that you are seeking. Our notice to you will be sent electronically in accordance with Section 14 and will include (4) our name, postal address, telephone number, and an email address at which we can be contacted with respect to the Dispute, (5) a description in reasonable detail of the nature or basis of the Dispute, and (6) the specific relief that we are seeking. If you and FlexTogether cannot agree on how to resolve the Dispute within thirty (30) days after the date notice is received by the applicable party, then either you or FlexTogether may, as appropriate and in accordance with this Section 33, commence an arbitration proceeding or, to the extent specifically provided for in Section 33.1, file a claim in court.

### **33.5. Process**

EXCEPT FOR DISPUTES ARISING OUT OF OR RELATED TO A VIOLATION OF SECTION 25 OR DISPUTES IN WHICH EITHER PARTY SEEKS TO BRING AN INDIVIDUAL ACTION IN SMALL CLAIMS COURT OR SEEKS INJUNCTIVE OR OTHER EQUITABLE RELIEF FOR THE ALLEGED UNLAWFUL USE OF INTELLECTUAL PROPERTY, INCLUDING, WITHOUT LIMITATION, COPYRIGHTS, TRADEMARKS, TRADE NAMES, LOGOS, TRADE SECRETS OR PATENTS, YOU AND FLEXTOGETHER AGREE THAT ANY DISPUTE MUST BE COMMENCED OR FILED BY YOU OR FLEXTOGETHER WITHIN ONE (1) YEAR OF THE DATE THE DISPUTE AROSE, OTHERWISE THE UNDERLYING CLAIM IS PERMANENTLY BARRED (WHICH MEANS THAT YOU AND FLEXTOGETHER WILL NO LONGER HAVE THE RIGHT TO ASSERT SUCH CLAIM REGARDING THE DISPUTE). You and FlexTogether agree that (1) any arbitration will occur in the State of Delaware, (2) arbitration will be conducted confidentially by a single arbitrator in accordance with the rules of the Judicial Arbitration and Mediation Services (“**JAMS**”), which are hereby incorporated by reference, and (3) that the state or federal courts of the State of Delaware and the United States, respectively, sitting in the State of Delaware, have exclusive jurisdiction over any appeals and the enforcement of an arbitration award.

### **33.6. Authority of Arbitrator**

As limited by the FAA, these Terms, and the applicable JAMS rules, the arbitrator will have (1) the exclusive authority and jurisdiction to make all procedural and substantive decisions regarding a Dispute, including the determination of whether a Dispute is arbitrable, and (2) the authority to grant any remedy that would otherwise be available in court; provided, however, that the arbitrator does not have the authority to conduct a class arbitration or a representative action, which is prohibited by these Terms. The arbitrator may only conduct

an individual arbitration and may not consolidate more than one individual's claims, preside over any type of class or representative proceeding or preside over any proceeding involving more than one individual. Notwithstanding any other provision of this Section 33, any and all issues relating to the scope, interpretation, and enforceability of the class action waiver provisions contained in this Section 33, are to be decided only by a court of competent jurisdiction, and not by the arbitrator.

### **33.7. Rules of JAMS**

The rules of JAMS and additional information about JAMS are available on the [JAMS website](#). By agreeing to be bound by these Terms, you either (1) acknowledge and agree that you have read and understand the rules of JAMS, or (2) waive your opportunity to read the rules of JAMS and any claim that the rules of JAMS are unfair or should not apply for any reason.

### **33.8. Severability**

If any term, clause, or provision of this Section 33 is held invalid or unenforceable, it will be so held to the minimum extent required by law, and all other terms, clauses, and provisions of this Section 33 will remain valid and enforceable. Further, the waivers set forth in Section 33.2 are severable from the other provisions of these Terms and will remain valid and enforceable, except as prohibited by applicable law.

### **33.9. Opt-Out Right**

You have the right to opt out of binding arbitration within thirty (30) days of the date you first accepted these Terms by writing to: [compliance@flextogether.com](mailto:compliance@flextogether.com). In order to be effective, the opt-out notice must include your full name and clearly indicate your intent to opt out of binding arbitration. By opting out of binding arbitration, you are agreeing to resolve Disputes in accordance with Section 34. If you do not provide FlexTogether 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 Section 33.

## **34. GOVERNING LAW; VENUE**

These Terms and our relationship with you will be governed by the laws of the State of Delaware, excluding its choice of laws rules. You and FlexTogether each irrevocably agree that any Dispute between the parties that is not subject to arbitration or cannot be heard in small claims court shall be resolved on an individual basis exclusively in the state courts located in Kent County Delaware. You and FlexTogether each irrevocably consent to the personal jurisdiction of these courts and waive any and all objections to the exercise of jurisdiction by these courts and to this venue. Notwithstanding the foregoing, however, you and FlexTogether agree that FlexTogether may commence and maintain an action or proceeding seeking injunctive or other equitable relief in any court of competent jurisdiction. If any provision of these Terms is found by a court of competent jurisdiction to be invalid, the parties nevertheless agree that the court should endeavor to give effect to the parties' intentions as reflected in the provision, and the other provisions of the Terms remain in full force and effect.

## **35. MISCELLANEOUS**

### **35.1. Inaccurate Information**

The Website may contain typographical errors or other inaccuracies and may not be complete or current. FlexTogether reserves the right, but does not have the obligation, to correct any errors, inaccuracies, or omissions and to change or update information at any time without prior notice to you. FlexTogether may refuse to provide services that are based on inaccurate or erroneous information on the Website, including, without limitation, incorrect or out-of-date information regarding pricing, payment terms, or for any other lawful reason.

### **35.2. Modification**

We reserve the right to change our Terms at any time. Any changes that we make will become a part of our agreement with you when they are posted on our Website. Your continued use of our Website will constitute your agreement to the changes we have made. The last date these Terms were revised is set forth at the top of these Terms.

### **35.3. Section Titles**

The titles of the Sections of these Terms are for convenience only and will have no legal or contractual effect.

### **35.4. Assignment**

This Agreement and any rights and licenses granted hereunder, may not be transferred or assigned by you, but may be assigned by FlexTogether without restriction.

### **35.5. Integration Clause**

These Terms, along with any additional terms and conditions incorporated herein, constitute the entire agreement between you and us relating to our Website and the FlexTogether Content, replacing any prior or contemporaneous agreements, whether written or oral, unless you have signed a separate written agreement with us relating to our Website or the FlexTogether Content. If there is any conflict between the Terms and a separate signed written agreement between you and us relating to our Website or the FlexTogether Content, the signed written agreement will control.

### **35.6. Waiver and Severability of Terms**

The failure by you or us to enforce any provision of the Terms will not constitute a waiver. If any court of law, having the jurisdiction to decide the matter, rules that any provision of the Terms is invalid or unenforceable, then the invalid or unenforceable provision will be removed from the Terms or reformed by the court and given effect so as to best accomplish the essential purpose of the invalid or unenforceable provision, and all of the other provisions of the Terms will continue to be valid and enforceable. Nothing contained in these Terms will limit the ability of a party to seek an injunction or other equitable relief without posting any bond.

### **35.7. Survival**

In the event that any provision of these Terms of Service is determined to be unlawful, void, or unenforceable, such provision shall nonetheless be enforceable to the fullest extent permitted by applicable law, and the unenforceable portion shall be deemed to be severed from these Terms of Service, such determination shall not affect the validity and enforceability of any other remaining provisions.

### **35.8. Statute of Limitations**

You agree that regardless of any statute or law to the contrary, any claim or cause of action arising out of or related to use of the Services or this Agreement must be filed within one (1) year after such claim or cause of action arose or be forever barred.

### **36. CONTACT US**

We encourage you to contact us if you have any questions, comments, or complaints concerning our Terms of Service.

**Address:** FlexTogether; 32656 Golden Lantern St., STE B 270; Dana Point, CA; 92629

**Email:** [info@flextogether.com](mailto:info@flextogether.com)