

# Terms and Conditions

Last Updated: 04/16/2024

Do not use this website for emergency medical needs. If you are experiencing an urgent or life-threatening situation, call 911 or go to the emergency room.

If you are experiencing thoughts of suicide or if you are considering harming yourself or others, you can get immediate support by calling the National Suicide Prevention Lifeline at 988 or using the Lifeline Chat at <https://988lifeline.org/chat/>.

## Acceptance of the Terms and Conditions

The website ("Website") on which this Terms and Conditions ("Terms") appears is owned and operated by Huddle Up, Inc., a Delaware Corporation ("we," "our," or "us"). For purposes of these Terms, "you" or "your" means the person accessing the Website and any persons that allow others to provide information about themselves to Huddle Up. The following Terms govern your access to and use of the Family Care Hub (defined herein), whether as a guest or a registered user.

You may access Telehealth Services (defined herein) and/or the Library Resources (defined herein) provided by Huddle Up, including any content, features, functionality, materials, and information offered or made available through the Website, the Family Care Hub (the platform through which the Telehealth Services and Library Resources are provided), and all related mobile applications (collectively with the Website, the Family Care Hub). The Family Care Hub is an electronic intermediary platform that enables patients and other users to: (a) connect with therapists, schedule teletherapy appointments, and receive teletherapy services through the Family Care Hub (the "Telehealth Services"); and/or (b) access multimedia resources, self-guided courses, and other supplemental content (the "Library Resources") through the Family Care Hub (collectively, the "Services"). Your access to the Services shall depend upon eligibility granted to you by Huddle Up. Eligibility shall be solely in Huddle Up's control and discretion.

Your use of the Family Care Hub shall be subject to any posted guidelines or rules applicable to specific Telehealth Services or content in the Library Resources that may contain terms of use in addition to those stated in these Terms. All such guidelines and rules are hereby incorporated by reference into these Terms.

THESE TERMS CONSTITUTE A BINDING AGREEMENT BETWEEN YOU AND US. PLEASE READ CAREFULLY THROUGH ALL SECTIONS OF THESE TERMS. YOUR ACCESS TO AND USE OF THE WEBSITE IS SUBJECT TO THESE TERMS AND ALL APPLICABLE LAWS AND



WE RESERVE THE RIGHT TO TERMINATE YOUR ACCESS TO THE WEBSITE IF YOU VIOLATE THESE TERMS. BY CLICKING ON LINKS WITHIN THE WEBSITE OR WEBPAGES BEYOND THE SITE'S HOMEPAGE OR BY CLICKING ON A BOX OR ICON, YOU AGREE TO THESE TERMS WHETHER OR NOT YOU COMPLETE A TRANSACTION WITH US AND WHETHER OR NOT YOU COMPLETE YOUR TRANSACTION ON THE WEBSITE OR THROUGH OTHER CHANNELS, SUCH AS BY TELEPHONE, EMAIL, FACSIMILE OR OTHERWISE. IF YOU DO NOT AGREE WITH THESE TERMS, DO NOT ACCESS OR OTHERWISE USE THE WEBSITE, ANY SERVICES AVAILABLE THROUGH THIS WEBSITE, OR ANY INFORMATION CONTAINED ON THIS WEBSITE.

#### MANDATORY ARBITRATION NOTICE AND CLASS ACTION AND JURY TRIAL WAIVER.

These Terms contain a mandatory (binding) arbitration provision and class action and jury trial waiver clauses. Except for certain types of disputes described in the Injunctive Relief section below or where prohibited by applicable law, you agree that disputes between you and us regarding your use of the Website and the Family Care Hub will be resolved by binding, individual arbitration and you waive your right to participate in a class action lawsuit or class-wide arbitration, including as a class representative. The arbitrator's decision will be subject to very limited review by a court. You will be entitled to a fair hearing, but the arbitration procedures are simpler and more limited than rules applicable in Court. For more details, see below.

## **2. Updates to the Terms**

Huddle Up may revise and update these Terms at any time at our sole discretion. All changes are effective immediately when we post them to the Website and apply to all access to and use of the Family Care Hub thereafter. Please check the "Last Updated" legend at the top of this page to see when these Terms were last revised. We will make commercially reasonable efforts to notify you of any material changes to these Terms, however, we are not obligated to. Such efforts might include posting notice on the Website or an email to the address we have on file. You waive any right you may have to receive specific notice of such changes to these Terms except for changes to our agreement to arbitration.

Your continued use of the Family Care Hub following the posting of revised Terms means that you accept and agree to the revised Terms then in effect. You agree that you will review these Terms periodically and that you shall be bound by these Terms and any modifications to them. If you do not agree to these Terms as modified, then you must discontinue your use of the Services and discontinue your access to the Family Care Hub.

## **3. Privacy Policy**



Besides these Terms, we also publish a Privacy Policy and Notice of Privacy Practices. Although neither are part of these Terms, we encourage you to read the policies to better understand how you can update, manage, access, and delete your information.

#### **4. Account Security and Accessing the Family Care Hub**

You are not obligated to register for an account in order to access the Website. However, you may be required to provide certain registration details or submit other information and documents (collectively, "Registration Information") to access certain services and resources on the Family Care Hub. It is a condition of your use of the Family Care Hub that all of the Registration Information and any other information you provide on the Family Care Hub and directly to your therapist is correct, current and complete.

If you choose, or are provided with, a username, password, or any other piece of information as part of our security procedures, you must treat such information as confidential, and you must not disclose it to any other person or entity. You acknowledge and agree that your account is personal to you, and you agree not to provide any other person or entity with access to this Family Care Hub or portions of it using your username, password, or other security information. You shall bear the entire risk for any use thereof, whether you have authorized such use and whether or not you are negligent. If you permit other persons to use your computer or mobile device, login information, or any other means to access the Family Care Hub, you will be held responsible for any transactions they undertake, and we will not be liable for any damages resulting to you. You agree to notify Huddle Up immediately of any unauthorized access to or use of your username or password, or any other breach of security. WE EXPLICITLY DISCLAIM LIABILITY FOR ANY AND ALL LOSSES AND DAMAGES ARISING FROM YOUR FAILURE TO COMPLY WITH THIS SECTION.

Huddle Up has the right to disable any username or password, whether chosen by you or provided by Huddle, at any time in its sole discretion for any or no reason. Huddle Up further reserves the right to restrict your access to all or part of the Family Care Hub at any time in its sole discretion for any or no reason.

#### **5. Important Disclaimers Related to the Family Care Hub, Services, and Pricing**

Huddle Up is a tele-therapy company. You understand, agree and acknowledge that the Services may not be the appropriate solution for all therapy needs and that the Services may not be appropriate for every particular situation and/or may not be a complete substitute for a face-to-face examination and/or care in every particular situation.

We reserve the right to modify, cancel, or discontinue the Services and/or Family Care Hub, including any features therein, at any time with or without notice to you. We shall not



be liable to you, or any third party should we exercise such right. Any new features that augment or enhance the then-current services on the Family Care Hub shall also be subject to these Terms. You acknowledge and accept that we do not guarantee continuous, uninterrupted or secure access to the Family Care Hub and operation of the Family Care Hub may be interfered with or adversely affected by numerous factors or circumstances outside of our control.

We also reserve the right to change the prices or specifications of Telehealth Services and Library Resources Content at any time without any notice or liability to you or any other person; any such price change shall not require customer or patient approval.

YOU ACKNOWLEDGE AND AGREE THAT THE FAMILY CARE HUB AND THE SERVICES ARE NOT A DIAGNOSTICS TOOL AND THAT Huddle Up IS NOT INTENDING TO OR ENGAGING IN THE PERFORMANCE OR DELIVERY OF PROVIDING MEDICAL OR HEALTH CARE SERVICES OR ADVICE. ALL DECISIONS REGARDING THE DIAGNOSIS, TREATMENT, AND PLAN OF CARE FOR, AND BILLING OF, PATIENTS SHALL AT ALL TIMES BE AND REMAIN THE SOLE RESPONSIBILITY OF YOU AND YOUR AUTHORIZED HEALTHCARE PROFESSIONAL. THE FAMILY CARE HUB AND THE SERVICES SHOULD IN NO CASE BE DEEMED OR TREATED AS A RECOMMENDATION, ENDORSEMENT, GUARANTEE, OR WARRANTY OF THE PROFESSIONAL SERVICES OF ANY AUTHORIZED HEALTHCARE PROFESSIONAL OR OTHER PROVIDERS WHO RENDER HEALTH CARE SERVICES. THE FAMILY CARE HUB IS NOT INTENDED AS A SUBSTITUTE. Huddle Up DOES NOT WARRANT OR GUARANTEE THAT ANY MEDICAL SUBJECT MATTER OR OTHER INFORMATION THAT MAY BE INCLUDED IN ANY DOCUMENTATION, TEMPLATE, REPORT, OR OTHER OUTPUT GENERATED FROM THE FAMILY CARE HUB OR OTHERWISE MADE AVAILABLE BY Huddle Up IS ACCURATE, COMPLETE, CURRENT, OR FIT FOR ANY PURPOSE WHATSOEVER. BY PROVIDING THE FAMILY CARE HUB AND THE SERVICES, COMPANY IS NOT PROVIDING MEDICAL ADVICE AND NEITHER YOU OR YOUR AUTHORIZED HEALTHCARE PROFESSIONALS SHALL RELY ON THE FAMILY CARE HUB OR ANY SUCH INFORMATION AS A MEANS OF DIAGNOSIS OR TREATMENT OF PATIENTS ONESELF OR AS A SUBSTITUTE FOR MEDICAL ADVICE. FURTHER, Huddle Up SHALL NOT BE RESPONSIBLE FOR ANY MEDICAL SERVICES PROVIDED BY OR FOR YOU OR ANY AUTHORIZED HEALTHCARE PROFESSIONALS, AND YOU AND ALL AUTHORIZED HEALTHCARE PROFESSIONALS SHALL MAINTAIN ALL USUAL AND CUSTOMARY MEDICAL LIABILITY AND MALPRACTICE INSURANCE TO COVER THE PROVISION OF HEALTHCARE AND MEDICAL SERVICES, INCLUDING THOSE DELIVERED IN CONNECTION WITH THE FAMILY CARE HUB AND THE SERVICES. NOTWITHSTANDING THE FOREGOING, IF YOU ARE USING THE FAMILY CARE HUB AND THE SERVICES SOLELY FOR PERSONAL PURPOSES AT THE DIRECTION OF A MEDICAL PROFESSIONAL, YOU DO NOT NEED TO MAINTAIN MEDICAL LIABILITY AND MALPRACTICE INSURANCE.



## **6. Huddle Up Proprietary Rights**

Huddle UP owns all right, title, and interest in and to all names, logos, text, designs, graphics, artwork, publications, trade dress, characters, interfaces, code, software, images, sounds, videos, photographs and other content appearing in or on the Family Care Hub and the arrangement thereof (collectively, the “Content”), You do not acquire any right, title or interest in any Content by accessing or using the Services, Website, or the Family Care Hub, and nothing contained in these Terms shall be construed as conferring any right, title or interest in or license to the Content. All rights not expressly granted are reserved by Huddle Up.

Subject to your compliance with these Terms, we grant you a limited, revocable, non-transferable and non-exclusive license to access and use the Family Care Hub and Content for personal, informational, and educational purposes and only to the extent necessary to access and use the Services. Except as set forth below, Content may not be copied, reproduced, republished, performed, displayed, downloaded, posted, transmitted, sold, or distributed in any way without the prior written permission of Huddle Up.

### **School Districts, Universities, and Community Organizations**

The following terms apply to school districts, universities, and community organizations and their staff (collectively, “Professional Partners”): Content may be downloaded, printed, or shared by Professional Partners and their students only to the extent necessary to, and solely for the purpose of, accessing, using, and facilitating the Services. If, at any time, an individual’s employment or service with a Professional Partner is terminated, he shall no longer be permitted to access the Family Care Hub or its Content, shall not take Content or copies thereof with him, and shall return all materials containing Content. Any commercial use or reproduction of Content is strictly prohibited.

### **Individuals and Families**

The following terms apply to individuals and families: Content may be downloaded and printed for your personal, non-commercial home use, solely to the extent necessary to access and use the Services. You may retain downloaded and printed Content for as long as you continue to be permitted access to the Family Care Hub. Any commercial use or reproduction of Content is strictly prohibited.

To use Content under the foregoing exceptions, you must (i) keep any copyright, trademark, or other proprietary notices intact, (ii) use such Content pursuant to any licenses associated with such Content, (iii) not copy or post such Content on any networked computer or broadcast it in any media, (iv) make no modifications to any such



Content, and (v) make no additional representations or warranties relating to such Content.

Any use of the Family Care Hub not expressly permitted by herein is a breach of these Terms and may violate copyright, trademark and other laws. Unauthorized use, reproduction or rebroadcast of any Content of our Website is prohibited and shall be considered an infringement and/or misappropriation of our proprietary rights. Modification of the Content or use of the Content made available through any part of the Website for any purpose other than your own personal, non-commercial use is a violation of our copyright and other proprietary rights and can subject you to legal liability. If you breach any of these terms, the above license will terminate automatically, and you must immediately destroy any downloaded or printed Content.

## **7. Trademarks**

The following are registered trademarks and service marks of Huddle Up:

HUDDLE UP®

DOTCOM THERAPY®

THERAPY FOR EVERYONE, EVERYWHERE®

DOTCOM CLUBHOUSE®

THE TELEACADEMY®

ZESH BY DOTCOM THERAPY®

All other related brands, logos, product and service names, designs, and slogans are trademarks of Huddle Up or its affiliates or licensors. You may not use, reproduce, or display such marks without the prior written permission of Huddle Up.

## **8. User Contributed Content**

Our Family Care Hub may contain message and chat features, personal web pages or profiles, bulletin board and other interactive features (collectively, "Interactive Services") that allow you to post, submit, publish, display or otherwise transmit to other users (hereinafter, "post") content or materials (collectively, "User Contributed Content") on or through the Family Care Hub.



All User Contributed Content must comply with the Content Standards set out in these Terms. Your posting of User Contributed Content constitutes your acceptance, without modification, of these Terms. If you do not agree with these Terms, you should not post User Contributed Content.

Any User Contributed Content you post to the Family Care Hub will be considered non-confidential and non-proprietary. By posting User Contributed Content to the Family Care Hub, you grant Huddle Up, its affiliates and service providers, and each of their and our respective licensees, successors and assigns the right to use, reproduce, modify, perform, display, distribute and otherwise disclose to third parties any such User Contributed Content for any purpose.

You understand and acknowledge that you are personally responsible for any User Contributed Content you post, and you (not Huddle Up) have full responsibility for such content, including its legality, reliability, accuracy and appropriateness. Huddle Up is not responsible or liable to any third party for the content or accuracy of any User Contributed Content posted by you or any other user of the Family Care Hub. You shall be solely liable for any damages resulting from any infringement of copyright, trademark, proprietary rights, or any other harm resulting from such User Contributed Content.

## **9. Your Communications to the Website**

By forwarding any User Contributed Content or any other communications to us through the Website or by other electronic means, you thereby grant Huddle Up a perpetual, royalty-free, fully paid-up, world-wide, irrevocable, non exclusive, freely transferable, and freely sublicensable license to use, reproduce, modify, adapt, publish, translate, create derivative works from, redistribute, and display such User Contributed Content and any other communications in any form for the purposes of providing the Family Care Hub and the Services and any purpose tangentially related to the Family Care Hub and the Services. No compensation will be paid to you with respect to our or our sublicensees' use of your User Contributed Content or communications. By providing or submitting User Contributed Content, you represent and warrant that you own or otherwise control all of the rights to your submitted User Contributed Content and communications as described in this section, including all the rights necessary for you to submit the content and communications and grant the license above. Additionally, you irrevocably waive any moral rights or other rights with respect to attribution of authorship or integrity of your User Contributed Content or other communications that you may have under any applicable law or legal theory.



## **10. Electronic Communications**

By using the Website and/or Family Care Hub, you consent to receiving electronic communications, including electronic notices, from Huddle Up. These electronic communications may include notices about applicable fees and charges, transactional information, and other information concerning or related to the Telehealth Services or Library Resources. You agree that any notices, disclosures, or other communications that we send you electronically will satisfy any legal communication requirements, including that such communications be in writing.

## **11. Content and Use Standards**

These content standards apply to any and all use of the Family Care Hub, including but not limited to, User Contributed Content and use of Interactive Services. User Contributed Content and use of Interactive Services must, in its entirety, comply with all applicable federal, state, local and international laws and regulations.

Without limiting the foregoing, you agree that User Contributed Content you post must not:

Contain any material which is defamatory, obscene, indecent, abusive, offensive, harassing, violent, hateful, inflammatory or otherwise objectionable to any other person or entity.

Contain nudity, sexually explicit or pornographic material, violence, or discrimination based on race, sex, religion, nationality, disability, sexual orientation or age.

Violate the legal rights (including the rights of publicity and privacy) of others or contain any material that could give rise to any civil or criminal liability under applicable laws or regulations or that otherwise may be in conflict with these Terms.

Contain any material protected by copyright, trademark or other proprietary right of any third party without the express written permission of the owner of such right(s).

Impersonate any person or entity, falsely state or otherwise misrepresent your identity or your affiliation with any person or entity.

## **12. Prohibited Uses**

You may use the Family Care Hub only for lawful purposes and in accordance with these Terms.





You agree not to use the Family Care Hub:

In any manner that violates any local, state, national or international law, or to engage in activity that would constitute a criminal offense or give rise to a civil liability, including any activity that infringes on any patent, trademark, trade secret, copyright, or other proprietary right of any party.

In a manner that is unlawful, threatening, abusive, harassing, defamatory, libelous, deceptive, fraudulent, invasive of another's privacy, tortious, or otherwise violates our rules or policies.

To send, knowingly receive, upload, download, use or re-use any material which does not comply with the Content Standards set out in these Terms.

To transmit or procure the sending of any advertising, promotional material or solicitation of products or services without our prior written consent.

To impersonate or attempt to impersonate Huddle Up, our employees, another user or any other person or entity (including, without limitation, by using e-mail addresses associated with any of the foregoing).

To engage in any other conduct that restricts or inhibits another person's or entity's use or enjoyment of the Family Care Hub, or which, as determined by us, may harm Huddle Up or users of the Family Care Hub or expose them to liability.

Additionally, you agree not to:

Use the Family Care Hub in any manner that could disable, overburden, damage, or impair the Family Care Hub or interfere with any other party's use of the Family Care Hub, including their ability to engage in real time activities through the Family Care Hub.

Use any device, software or routine that interferes with the proper working of the Family Care Hub, engage in any activity which may compromise the stability or availability of the Family Care Hub or use the Family Care Hub to compromise the availability or stability of any third-party website or service.

Upload, introduce, post, email, otherwise transmit, or post links to any User Contributed Content that contains software viruses, worms, trojan horses, time bombs, logic bombs, trap doors or any other computer code, files or programs or repetitive requests for information designed to interrupt, destroy or limit the functionality of any computer software or hardware or telecommunications equipment or to diminish the quality of,



interfere with the performance of, or impair the functionality of the Family Care Hub or any third party software, website, equipment or service.

Attempt to gain unauthorized access to, interfere with, damage or disrupt any parts of the Family Care Hub, the server on which the Family Care Hub is stored, or any server, computer or database connected to the Family Care Hub.

Reverse engineer, hack, spam, block, disrupt, or otherwise change or alter, or attempt to change or alter, the Family Care Hub.

### **13. Termination, Monitoring and Enforcement**

We have no obligation, but maintain the right, to monitor the Family Care Hub. This list of prohibited activities provides examples and is not complete or exclusive. We reserve the right to terminate or suspend your access to all or part of the Family Care Hub at any time with or without cause and with or without for any reason or no reason, or for any action that we determine is inappropriate or disruptive to the Family Care Hub or to any other user of this Website and/or Content. You agree that if your account is terminated by Huddle Up for any reason or no reason, you will not attempt to establish a new account under any name, real or assumed.

We have the right to:

Take any action with respect to any User Contributed Content that we deem necessary or appropriate in our sole discretion, including if we believe that such User Contributed Content violates the Terms, infringes any intellectual property right or other right of any person or entity, threatens the personal safety of users of the Family Care Hub or the public or could create liability for Huddle Up.

Take appropriate legal action, including without limitation, referral to law enforcement, for any illegal or unauthorized use of the Family Care Hub.

In addition to any right or remedy that may be available to us under applicable law, we may suspend, limit, or terminate all or a portion of your access to the Family Care Hub or any of its features at any time with or without notice and with or without cause, including without limitation, if we believe that you have violated or acted inconsistently with the letter or spirit of these Terms.

The provisions of these Terms concerning protection of intellectual property rights, authorized use, User Contributed Content, disclaimers, limitations of liability, indemnity, and disputes, as well as any other provisions that by their nature should survive, shall survive any such termination.



Without limiting the foregoing, we have the right to fully cooperate with any law enforcement authorities or court order requesting or directing us to disclose the identity or other information of anyone posting any materials on or through the Family Care Hub. We may report to law enforcement authorities any actions that may be illegal, and any reports we receive of such conduct. When legally required or at our discretion, we will cooperate with law enforcement agencies in any investigation of alleged illegal activity on this Family Care Hub or on the Internet, which may include disclosing any information we obtain. In addition, we may disclose information we obtain as necessary or appropriate to operate or improve the Family Care Hub, to protect us and/or our users, or for any other purpose that the law permits. YOU WAIVE AND HOLD HUDDLE UP AND ITS AFFILIATES, LICENSEES AND SERVICE PROVIDERS HARMLESS FROM ANY CLAIMS RESULTING FROM ANY ACTION TAKEN BY ANY OF THE FOREGOING PARTIES DURING OR AS A RESULT OF ITS INVESTIGATIONS AND FROM ANY ACTIONS TAKEN AS A CONSEQUENCE OF INVESTIGATIONS BY EITHER SUCH PARTIES OR LAW ENFORCEMENT AUTHORITIES.

#### **14. International Use**

Huddle Up makes no claims that the Family Care Hub is accessible or appropriate in countries or regions outside of the United States. Access to the Family Care Hub may not be legal by certain persons or in certain countries. If you choose to access the Family Care Hub from outside of the United States, you do so on your own initiative, at your own risk and are responsible for compliance with all local statutes, orders, regulations, rules, and other laws. You are also subject to United States export controls and are responsible for any violations of such controls, including without limitation any United States embargoes or other federal rules and regulations restricting exports.

#### **15. Third Party Content**

The Family Care Hub may include materials provided by third parties, links to other websites on the Internet, or otherwise include references to information, documents, software, materials and/or services provided by other parties (collectively, "Third Party Content"). The Third Party Content is not controlled or operated by us, and Huddle Up shall not be responsible for the accuracy, copyright compliance, legality, decency, or any other aspect of the content of such websites, nor are we responsible for errors or omissions in any references to other parties or their products and services. The inclusion of such Third Party Content is provided merely as a convenience and does not constitute or imply endorsement of, or association with, the Family Care Hub or party by us, or any warranty of any kind, either express or implied. YOU AGREE THAT WE WILL NOT, UNDER ANY CIRCUMSTANCES, BE RESPONSIBLE OR LIABLE, DIRECTLY OR INDIRECTLY, FOR ANY THIRD PARTY CONTENT AVAILABLE ON OR THROUGH ANY THIRD-PARTY WEBSITES AND/OR THIRD-PARTY MATERIALS, OR FOR ANY HARM RELATED THERETO,



OR ANY DAMAGES OR LOSSES CAUSED OR ALLEGED TO BE CAUSED BY OR IN CONNECTION WITH YOUR USE OR RELIANCE ON THE THIRD PARTY CONTENT OR BUSINESS PRACTICES OF ANY THIRD-PARTY.

## **16. Copyright Infringement Notices**

If you believe your copyright, trademark or other property rights have been infringed, you should send notification to our Designated Agent (as identified below) immediately. To be effective, the notification must include:

A physical or electronic signature of a person authorized to act on behalf of the owner of an exclusive right that is allegedly infringed;

Identification of the copyrighted work claimed to have been infringed;

Information reasonably sufficient to permit us to contact the complaining party, such as address, telephone number and, if available, an electronic mail address at which the complaining party may be contacted;

Identification of the material that is claimed to be infringing or to be subject to infringing activity and that is to be removed and information reasonably sufficient to permit us to locate the materials;

A statement that the complaining party has a good faith belief that use of the material in the manner complained of is not authorized by the copyright owner, agent, or the law; and

A statement that the information in the notification is accurate and, under penalty of perjury, that the complaining party is authorized to act on behalf of the owner of an exclusive right that is allegedly infringing.

Designated Agent:

Sarah Van De Bogart

VDB Legal Group, LLC

2953 Osceola St.

Denver, CO 80212

sarah@vdblegalgroup.com



## **17. Disclaimer of Warranties**

You understand that Huddle Up cannot and does not guarantee or warrant that files available for downloading from the Family Care Hub will be free of viruses or other destructive code. You agree to scan and check any file you receive from a therapist for any virus or malicious software before opening and using a file.

No opinion, advice or statement made on the Website or its Content shall create any warranty.

YOUR USE OF THE FAMILY CARE HUB, ITS CONTENT AND ANY SERVICES OR INFORMATION OBTAINED THROUGH THE FAMILY CARE HUB IS ENTIRELY AT YOUR OWN RISK. THE FAMILY CARE HUB, ITS CONTENT AND ANY SERVICES OR INFORMATION OBTAINED THROUGH THE FAMILY CARE HUB ARE PROVIDED ON AN "AS IS" AND "AS AVAILABLE" BASIS, WITHOUT ANY REPRESENTATIONS OR WARRANTIES OF ANY KIND, EITHER EXPRESS OR IMPLIED.

TO THE FULLEST EXTENT PERMITTED BY APPLICABLE LAW, HUDDLE UP, ITS OFFICERS, MANAGERS, MEMBERS, LICENSORS, EMPLOYEES, AFFILIATES, AGENTS, DIRECTORS AND SERVICE PROVIDERS DISCLAIM ALL WARRANTIES, EXPRESS OR IMPLIED, INCLUDING BUT NOT LIMITED TO IMPLIED WARRANTIES OF TITLE, NON-INFRINGEMENT, MERCHANTABILITY AND FITNESS FOR A PARTICULAR PURPOSE OR USE, AND ALL WARRANTIES RELATING TO THE ACCURACY, SECURITY, RELIABILITY, QUALITY, TIMELINESS, PERFORMANCE, AVAILABILITY OR COMPLETENESS OF THE FAMILY CARE HUB, ITS CONTENT OR ANY SERVICES OR INFORMATION OBTAINED THROUGH THE FAMILY CARE HUB.

WITHOUT LIMITING THE FOREGOING, NEITHER HUDDLE UP NOR ANY PERSON OR ENTITY ASSOCIATED WITH Huddle Up REPRESENTS OR WARRANTS THAT THE FAMILY CARE HUB, ITS CONTENT, OR ANY SERVICES OR INFORMATION OBTAINED THROUGH THE FAMILY CARE HUB WILL BE ACCURATE, RELIABLE, ERROR-FREE OR UNINTERRUPTED; THAT DEFECTS WILL BE CORRECTED; THAT THE FAMILY CARE HUB OR THE SERVER THAT MAKES THE FAMILY CARE HUB AVAILABLE WILL BE CORRECTED; THAT THE FAMILY CARE HUB OR THE SERVER THAT MAKES IT AVAILABLE WILL BE FREE OF VIRUSES OR OTHER HARMFUL COMPONENTS; OR THAT THE FAMILY CARE HUB, ITS CONTENTS, OR ANY SERVICES OR INFORMATION OBTAINED THROUGH THE FAMILY CARE HUB WILL OTHERWISE MEET YOUR NEEDS OR EXPECTATIONS.



## **18. Limitation of Liability**

IN NO EVENT WILL HUDDLE UP, ITS AFFILIATES OR THEIR LICENSORS, SERVICE PROVIDERS, DIRECTORS, OFFICERS, MANAGERS, MEMBERS, EMPLOYEES OR AGENTS BE LIABLE FOR ANY SPECIAL, DIRECTED, INDIRECT, INCIDENTAL, CONSEQUENTIAL, EXEMPLARY OR PUNITIVE DAMAGES, LOSS OF PROFITS, LOSS OF REVENUE, LOSS OF BUSINESS, LOSS OF DATA OR OTHER DAMAGES UNDER ANY CONTRACT, NEGLIGENCE, STRICT LIABILITY OR OTHER LEGAL THEORY ARISING OUT OF OR IN CONNECTION WITH YOUR USE OF, OR INABILITY TO USE, THE FAMILY CARE HUB, ANY CONTENT ON THE FAMILY CARE HUB, EQUIPMENT ON THE FAMILY CARE HUB, OR ANY SERVICES OR INFORMATION OBTAINED THROUGH THE FAMILY CARE HUB, EVEN IF WE HAVE BEEN ADVISED OF THE POSSIBILITY OF SUCH DAMAGES.

HUDDLE UP SHALL NOT BE LIABLE FOR ANY LOSS OR DAMAGE CAUSED BY ANY TECHNOLOGICALLY HARMFUL MATERIAL THAT MAY INFECT YOUR COMPUTER EQUIPMENT, COMPUTER PROGRAMS, DATA OR OTHER PROPRIETARY MATERIAL DUE TO YOUR USE OF THE FAMILY CARE HUB OR ANY SERVICES OBTAINED THROUGH THE FAMILY CARE HUB OR TO YOUR DOWNLOADING OF ANY CONTENT POSTED ON IT.

TO THE EXTENT PERMITTED BY APPLICABLE LAW, YOU WAIVE ANY AND ALL RIGHTS YOU HAVE TO SUE OR MAKE CLAIMS AGAINST HUDDLE UP AND ITS RESPECTIVE SUBSIDIARIES, DIRECTORS, OFFICERS, AGENTS OR EMPLOYEES AND ANY Huddle Up USER FOR ANY DAMAGES OR LOSSES ARISING OUT OF OR IN CONNECTION WITH YOUR USE OF THE SERVICES, INCLUDING, WITHOUT LIMITATION, ANY MALFUNCTION OR DEFICIENCY IN THE EQUIPMENT, ANY BREACH OF WARRANTY OR OTHER OBLIGATION BY ANY MANUFACTURER OR OTHER THIRD PARTY, ANY PERSONAL INJURY OR PROPERTY DAMAGE SUFFERED BY YOU OR ANY OF YOUR AGENTS.

NOTWITHSTANDING THE FOREGOING, OUR LIABILITY AND THE LIABILITY OF OUR AFFILIATES, EMPLOYEES, AGENTS, REPRESENTATIVES, AND THIRD-PARTY SERVICE PROVIDERS WITH RESPECT TO ANY AND ALL CLAIMS ARISING OUT OF YOUR USE OF THE WEBSITE, THE FAMILY CARE HUB, AND THE SERVICES, WHETHER BASED ON WARRANTY, CONTRACT, NEGLIGENCE, STRICT LIABILITY OR OTHERWISE, SHALL NOT EXCEED, IN THE AGGREGATE, FIFTY DOLLARS (\$50).

## **19. Indemnification**

You agree to indemnify, defend and hold Huddle Up, its affiliates, licensors and service providers, and its and their respective officers, directors, managers, members, employees, contractors, agents, licensors, successors and assignees harmless from and against any and all liabilities, claims, damages, losses, judgments, awards, costs (including reasonable attorneys' fees) or other expenses that may arise from any of your



acts through use of the Website, the Family Care Hub, or the Services. Such acts may include, but are not limited to: (a) your violation of these Terms; (b) your use of the Family Care Hub; (c) the actual or alleged infringement of any of our or any third party proprietary or intellectual property right arising out of your copying, republishing, uploading, posting, transmitting, distributing, selling or using the Family Care Hub in any manner not authorized by us; (d) your interaction with any user; (e) any User Contributed Content submitted by you; or (f) your use of any Content obtained from the Website.

## **20. Force Majeure**

Under no circumstances shall Huddle Up be held liable to you for any delay or failure in performance or other default or damage under these Terms where such delay, failure or other default or damage has been caused by acts of nature, forces, or causes beyond our reasonable control including, without limitation, Internet failures, computer equipment failures, telecommunication equipment failures, electrical power failures, an act of God, war, major disaster, terrorism, third-party criminal acts, insurrection, riot, flood, earthquake, fire, strike, lockout or other labor disturbance, delay by carriers, shortage of fuel, power, materials or supplies, operation of statutes, laws, rules or rulings of any court or government, non-performance of third parties or any other cause beyond our control.

## **21. Your Representations**

You represent and warrant that you:

Have carefully read, reviewed and are familiar with these Terms and have provided complete and accurate Registration Information and other such information; and

Hold all rights to and interest in your User Contributed Content and have the right to grant Huddle Up the license and rights specified above in the section titled "User Contributed Content."

## **22. Other Policies**

These Terms apply exclusively to your access to, and use of, the Family Care Hub and Services and does not alter in any way the terms or provisions of any other agreement you may have with us. Additional policies and terms may apply to use of specific Services and are included as part of or reference these Terms.

## **23. Governing Law**

These Terms are governed by the laws of the State of Delaware, without regard to any conflict of laws, rules or principles. It is agreed that any dispute resolution proceedings



will be conducted only on an individual basis and not in a class, consolidated or representative action. You agree to submit to the venue and jurisdiction of courts in Denver County, Colorado in the cases that arbitration is not successful or is assigned or appealed to a civil court.

## **24. Injunctive Relief**

You acknowledge that we may be irreparably damaged if these Terms are not specifically enforced, and damages at law would be an inadequate remedy. Therefore, in the event of a breach or threatened breach of any provision of these Terms by you, we shall be entitled, without prejudice to any other rights and remedies that may be sought under the mandatory arbitration provision of these Terms, to an injunction restraining such breach or threatened breach, without being required to show any actual damage or to post an injunction bond, and/or to a decree for specific performance of the provisions of these Terms. For purposes of this Section, you agree that any action or proceeding with regard to such injunction restraining such breach or threatened breach shall be brought in the state or federal courts located in Denver, Colorado. You consent to the jurisdiction of such court and waive any objection to the laying of venue of any such action or proceeding in such court. You agree that service of any court paper may be effected on such party by mail or in such other manner as may be provided under applicable laws, rules of procedure or local rules.

## **25. MANDATORY ARBITRATION AND CLASS ACTION AND JURY TRIAL WAIVER**

Most concerns can be resolved quickly and to your satisfaction by contacting us as set forth in the “Your Comments and Legal Notices” section below.

In the event that we are not able to resolve a dispute, and with the exception of the claims for injunctive relief by us as described above and to the extent allowed by law, you hereby agree that either you or we may require any dispute, claim, or cause of action (“Claim”) between you and us or any third parties arising out of use of the Site, the Services, and any other actions with us (whether based in contract, tort, statute, fraud, misrepresentation, or any other legal theory) to be arbitrated on an individual (non-class) basis. However, both parties retain the right to seek relief in a small claims court (or a state court equivalent) for a Claim within the scope of its jurisdiction so long as the small claims action does not seek to certify a class, combine the claims of multiple persons, recover damages in excess of the limit for a small claim under applicable state law or is not transferred, removed, or appealed from small claims court to any different court. Additionally, if you are a California resident, you retain the right to obtain public injunctive relief from any court with proper jurisdiction.





THERE IS NO JUDGE OR JURY IN ARBITRATION, AND COURT REVIEW OF AN ARBITRATION AWARD IS VERY LIMITED. ADDITIONALLY, ANY ARBITRATION OF A CLAIM WILL BE ON AN INDIVIDUAL BASIS, AND, THEREFORE, YOU UNDERSTAND AND AGREE THAT YOU ARE WAIVING THE RIGHT TO PARTICIPATE AS A CLASS REPRESENTATIVE OR CLASS MEMBER IN A CLASS ACTION LAWSUIT. AS PART OF THIS WAIVER, YOU AGREE THAT YOU WAIVE THE RIGHT TO ACT AS A PRIVATE ATTORNEY GENERAL IN AN ARBITRATION; THAT EXCEPT AS OTHERWISE PROVIDED IN THIS ARBITRATION AGREEMENT, CLAIMS BROUGHT BY OR AGAINST YOU MAY NOT BE JOINED OR CONSOLIDATED WITH CLAIMS BROUGHT BY OR AGAINST ANY OTHER PERSON; AND THE ARBITRATOR SHALL HAVE NO AUTHORITY TO CONDUCT A CLASS-WIDE ARBITRATION, PRIVATE ATTORNEY GENERAL ARBITRATION OR MULTIPLE-PARTY ARBITRATION.

You and we agree that your use of the Services involves interstate commerce, and that this arbitration agreement shall be interpreted and enforced in accordance with the Federal Arbitration Act (FAA) set forth in Title 9 of the U.S. Code to the fullest extent possible, notwithstanding any state law to the contrary, regardless of the origin or nature of the Claims at issue. The arbitrator must follow, to the extent applicable: (1) the substantive law of the state in which we entered into the transaction giving rise to this arbitration agreement; (2) the applicable statutes of limitations; and (3) claims of privilege recognized at law. The arbitrator will not be bound by federal, state or local rules of procedure and evidence or by state or local laws concerning arbitration proceedings.

If either you or we elect to arbitrate a Claim, the dispute shall be resolved by binding arbitration administered under the applicable rules of the American Arbitration Association (“AAA”). Either you or we may elect to resolve a particular Claim through arbitration, even if the other party has already initiated litigation in court related to the Claim, by: (a) making written demand for arbitration upon the other party, (b) initiating arbitration against the other party, or (c) filing a motion to compel arbitration in court.

If this is a consumer-purpose transaction, the applicable rules will be the AAA's Consumer Arbitration Rules. The applicable AAA rules and other information about arbitrating a claim under AAA, including how to submit a dispute to arbitration, may be obtained by visiting its website at <https://www.adr.org/> or by calling 1-800-778-7879. If AAA will not serve as the administrator of the arbitration, and you and we cannot then agree upon a substitute arbitrator, you and we shall request that a court with proper jurisdiction appoint an arbitrator. However, we will abide by the applicable AAA rules regardless of the forum. Arbitration shall be conducted in the county and state where you accepted these Terms, you reside, or another reasonably convenient place to you as determined by the arbitrator, unless applicable laws require another location. Judgment on the award rendered by the arbitrator may be entered in any court having jurisdiction thereof. Except as provided in applicable statutes, the arbitrator's award is not subject to review by the



court and it cannot be appealed. The parties will have the option to request and receive a statement of reasons for the arbitration award.

If you elect to file the arbitration, and this is a consumer-purpose transaction, you will pay the filing fee to the extent required by AAA's Consumer Arbitration Rules but not to exceed the cost of filing a lawsuit. Any amount above what it would cost you to file a lawsuit, we will pay. All other arbitration fees and expenses shall be allocated to us according to AAA rules. Except for the arbitration fees and expenses, each party shall pay its own costs and fees incurred (including attorneys' fees), unless the arbitrator allocates them differently in accordance with applicable law. This paragraph applies only if this is a consumer-purpose transaction.

Notwithstanding anything to the contrary in these Terms, and except as otherwise set forth in this paragraph, the agreement to arbitration may be amended by us only upon advance notice to you. If we make any amendment to this agreement to arbitration (other than renumbering the agreement to align with any other amendment to the Terms) in the future, that amendment shall not apply to any claim that was filed in a legal proceeding or action against us prior to the effective date of the amendment. The amendment shall apply to all other Claims governed by this agreement to arbitration that have arisen or may arise between you and us. However, we may amend this agreement to arbitration and not provide you notice; in that case, the amendments will not apply to you and the agreement to arbitration contained in these Terms to which you agreed will continue to apply to you and us as if no amendments were made.

If any part of this arbitration provision is invalid, all other parts of it remain valid. However, if the class action limitation is invalid, then this arbitration provision is invalid in its entirety, provided that the remaining Terms shall remain in full force and effect. This arbitration provision will survive the termination of your use of the Site, the Services, and any other actions with us.

You may reject this arbitration provision within thirty (30) days of accepting the Terms by emailing us at [support@huddleupcare.com](mailto:support@huddleupcare.com) and including in the subject line "Rejection of Arbitration Provision."

## **26. Entire Agreement**

The Terms, Privacy Policy, and any additional Terms represent the sole and entire agreement between you and Huddle Up relating to your use of the Family Care Hub and the Services, and supersede any and all prior or contemporaneous agreements, understandings, representations and warranties, whether written or oral, on that subject between us.



## **27. Severability**

If any term or condition contained in these Terms is, becomes, or is deemed invalid, illegal or unenforceable for any reason, you acknowledge and agree that: (a) such invalidity, illegality or unenforceability shall not affect any other term or condition of these Terms, (b) the remaining terms, covenants and conditions hereof shall remain in full force and effect, and (c) any court of competent jurisdiction may so modify the invalid, illegal or unenforceable provision as to make it valid and enforceable, but such modification shall not affect the validity, legality or enforceability of any of the terms or conditions of these Terms in any other jurisdiction.

## **28. Waiver**

No waiver by Huddle Up of any breach or default by you under these Terms shall be deemed to be a waiver of any preceding or subsequent breach or default by you. Huddle Up reserves all legal rights and remedies available to it.

## **29. Your Comments and Legal Notices**

All feedback, comments, legal notices, requests for technical support and other communications relating to Family Care Hub should be directed to: [support@huddleupcare.com](mailto:support@huddleupcare.com).

BY CLICKING ON THE "BOOK APPOINTMENT", "CONFIRM CREDIT CARD", "ACCEPT", OR "AGREE" BUTTON, YOU ARE SIGNING THESE TERMS ELECTRONICALLY. YOU AGREE YOUR ELECTRONIC SIGNATURE IS THE LEGAL EQUIVALENT OF YOUR MANUAL SIGNATURE ON THESE TERMS. BY CLICKING ON THE "ACCEPT" OR "AGREE" BUTTON, YOU REPRESENT AND WARRANT THAT: (A) YOU HAVE READ AND UNDERSTAND THESE TERMS IN THEIR ENTIRETY, (B) YOU AGREE TO BE BOUND BY THESE TERMS, (C) THE INDIVIDUAL CLICKING HAS THE REQUISITE POWER, AUTHORITY AND LEGAL RIGHT TO ENTER INTO THESE TERMS ON BEHALF OF YOU, AND (D) BY SO CLICKING, THESE TERMS CONSTITUTE BINDING AND ENFORCEABLE OBLIGATIONS OF YOU.

