

## HELP-FULL TERMS OF USE

Welcome to [www.help-full.com](http://www.help-full.com) and [www.linkages.org](http://www.linkages.org) (the “**Site**”) owned and operated by Help-Full, Inc. (“**Help-Full**”, “**We**”, “**Us**” or “**Our**”). We provide our visitors and members (collectively “**You**” or “**Your**”) with a venue that connects members for the purpose of providing and receiving help from each other with non-medical and non-personal care tasks, rides, skills and social activities. Your use of Help-Full’s products, software, services, web sites and social media sites (referred to collectively as the “**Services**”) is subject to these terms and conditions (the “**Terms of Use**”). Please review the following terms carefully. Each time You access the Site or use the Services, You are agreeing to be bound by these terms, whether You are a “**Visitor**” (which means that You simply browse the Site), or You are a “**Member**” (which means that You have established an account with us (Your “**Account**”). If You do not agree to all of these terms You must cease access to the Site and Services immediately. The Help-Full Privacy Policy, available at [www.help-full.com/privacy/policy/](http://www.help-full.com/privacy/policy/), is incorporated into these Terms of Use and together may be referred to as the “**Agreement**” herein.

We may change these Terms of Use from time to time. We may notify You of any such material changes by posting the revised Terms of Use on the Site, and/or, in Our sole discretion, by email (for Members only). Any such modifications become effective upon the earlier to occur of (i) Your acknowledgement of such modifications; or (ii) Your continued access to and/or use of the Site or Services after we post such revised Terms of Use. It is Your sole responsibility to check the Site from time to time and review the current Terms of Use. If You do not agree to any changes, if and when such changes may be made to the Terms of Use, You must cease access to the Site and use of the Services. You give us permission to email You for the purpose of notification as described above.

### 1. MEMBER ELIGIBILITY, KEY PRINCIPLES & ACCOUNTS

**A. Eligibility.** By using the Site, You represent and warrant that:

- i. Our Services are available only to individuals who are eighteen (18) years of age or older. If you do not meet the above age requirement, do not register to use the Site or Services.
- ii. The Site and the Services are currently available only to individuals who are legally in the jurisdiction of the United States.
- iii. Neither you nor any member of your household may have ever been (i) the subject of a complaint, restraining order or any other legal action involving, arrested for, charged with, or convicted of any felony, any criminal offense involving violence, abuse, neglect, fraud or larceny, or any offense that involves endangering the safety of others, dishonesty, negligence or drugs, or (ii) registered, or currently required to register, as a sex offender with any government entity.
- iv. You must not be a competitor of Help-Full or using our Services for reasons that are in competition with Help-Full.
- v. You have the right, authority and capacity to enter into this Agreement;
- vi. You will abide by all terms of this Terms of Use.

**B. Key Principles.** By accepting the Terms of Use, you are acknowledging that you understand and agree to the following:

- i. Members use the Services to provide and receive help from one another, specifically help with non-medical and non-personal care tasks, rides, skills, and social activities (“**Help**”).
- ii. The Help You receive from other Members comes with no guarantees, expressed or implied, and Help-Full makes no guarantees that the Help will match or meet Your needs. Use of Help is at Member’s sole risk.
- iii. The Help You receive is not reviewed, assessed, evaluated, recommended or guaranteed by Help-Full.
- iv. You have the sole right and responsibility to determine whether and when to accept Help offered through Help-Full.
- v. Any agreement for Help shall be made solely by and between two or more Members.
- vi. Each individual scheduled session between Members is deemed a “**Visit**”.
- vii. Time Tokens are the unit of exchange used when Members give and receive Help with each other whereby one Time Token (or a  $\frac{1}{4}$ ,  $\frac{1}{2}$  or  $\frac{3}{4}$  fraction of a Time Token) will be exchanged for one hour (or  $\frac{1}{4}$ ,  $\frac{1}{2}$  or  $\frac{3}{4}$  fraction of an hour) of Help (the “**Time Token**”). When a Member provides Help to another Member, Time Token are transferred from the account of the Member receiving Help to the account of the Member providing Help (“**Exchange**”).

**C. Assumption of Risk and Responsibilities.**

- i. You understand and agree that, although Help-Full may conduct a limited background check on Members who provide Help (see Section 2 below), Help-Full does not and cannot control, endorse, or guarantee the quality or character of any Member.
- ii. You agree that Help-Full is not responsible for the actions of any Member, and you may use and participate in Help-Full’s Services at your own risk and that You will not hold Help-Full responsible nor will Help-Full assume any liability for any claims, damages or any other occurrences which may arise from provision or receipt of Help between you and other Members. You understand and agree that you assume all risk and obligation for relying upon the quality, accuracy, reliability, honesty, and trustworthiness of other Members.
- iii. HELP-FULL EXPRESSLY DISCLAIMS, AND YOU EXPRESSLY RELEASE HELP-FULL OF ANY AND ALL LIABILITY WHATSOEVER FOR ANY DAMAGES, SUITS, CLAIMS AND/OR CONTROVERSIES THAT HAVE ARISEN OR MAY ARISE FROM AND/OR IN ANY WAY RELATE TO ANY ACTS OR OMISSIONS OF MEMBERS ON OR OFF THE SITE, INCLUDING WITHOUT

LIMITATION THE PROVISION OF ANY SERVICES BY ANY MEMBER.

- iv. You agree that You will not imply that Help is in any way sponsored or endorsed by Help-Full. You agree that You will not use Help-Full or its Services to violate any applicable law, or to threaten, stalk, harm, harass others, or to discriminate against anyone based on any status protected by law.
- v. You understand that Help-Full has no medical personnel who monitor the content of the Services and Help, and You agree that You will not use Services to communicate, seek or provide any type of professional medical care, advice or information.
- vi. You understand and agree that You will not use Services to seek or provide Help that should be performed by a trained professional.
- vii. You understand that if You use Your personal automobile while providing Help, You have and will maintain a current driver's license, and will keep in effect automobile insurance of an amount equal to the minimum limit required by law.
- viii. Prior to accepting a ride in another Member's automobile, You understand that You assume sole responsibility for validating that the Member holds a current and valid driver's license, vehicle registration, and proof of minimum liability insurance for private passenger vehicles.

**D. Member Accounts.**

- i. A Visitor may browse the Site in accordance with these Terms of Use, but will not have access to certain Services without first becoming a Member.
- ii. In order to use the Services available to a Member, You are required to set up an Account with us. When You set up an Account, You are required to select a unique user ID and password (collectively "**Account Credentials**"). You promise that all information You provide to us is true, accurate, current and complete, and You agree to maintain and promptly update your Account information if it should change.
- iii. You are solely responsible for maintaining the confidentiality of Your Account Credentials.
- iv. You acknowledge and agree that we rely on Account Credentials to know whether users accessing the Site and using our Services are authorized to do so. If someone accesses our Site or Services using Your Account Credentials, we will rely on the Account Credentials and will assume that it is really You who is accessing the Site and Services.
- v. You agree You are solely responsible for any and all use of Your Account Credentials and Account and all activities that occur under or in connection with Your Account Credentials or Account.

- vi. Except as set forth in paragraph vii below, You agree not to register for more than one Account or register for an Account on behalf of any person, group or entity.
- vii. If You are creating an Account on behalf of a third party, You represent that You have the authority to represent such third party and bind the third party to this Agreement. For illustration purposes only, if You are creating a Member account on behalf of a loved one who is seeking help, You represent that your loved one has provided You with proper authority to act on their behalf and to legally obligate Your loved one to abide by these Terms of Use.
- viii. If You have an Account created for You, at Your request, by a third party (such as a family member), You represent and agree to be bound by these Terms of Use.

## **2. MEMBER VERIFICATION**

### **A. Verification by Members.**

- i. You are responsible to make Your own decision regarding the other Members that You engage through the Services. Help-Full may use a third-party verification service to check certain Member's identity information. We may use this service to verify information of other Members such as, but not limited to, name, address, social security number, and criminal background.
- ii. You do hereby represent, understand and expressly agree that Help-Full does not have control over or assume any responsibility for the quality, accuracy, or reliability of the information provided by any third-party verification service.
- iii. **HELP-FULL EXPRESSLY DISCLAIMS, AND YOU EXPRESSLY RELEASE HELP-FULL OF ANY AND ALL LIABILITY WHATSOEVER FOR ANY CONTROVERSIES, CLAIMS, SUITS, INJURIES AND/OR DAMAGES ARISING FROM AND/OR IN ANY WAY RELATED TO:**
  - 1. ANY MISSTATEMENTS AND/OR MISREPRESENTATIONS MADE BY ANY MEMBER OR;
  - 2. THE ACCURACY, TIMELINESS OR COMPLETENESS OF ANY THIRD-PARTY VERIFICATION SERVICE AND/OR ANY BACKGROUND CHECK IN CONNECTION WITH THE SITE OR THE SERVICES.

### **B. Optional Member Verification by Help-Full.**

- i. You understand and agree that Help-Full has the right, but not the obligation, to independently verify any statement made by any Member on the Site or verify that any Member meets any of the eligibility criteria set forth above.
- ii. In the event that Help-Full chooses to verify the representations and warranties or any information provided by You through Your use of the Services, You hereby authorize Help-Full, either directly or through our vendors or service providers, to attempt to verify such information, which verification may include, without limitation, conducting criminal background checks, sex offender registry

checks, motor vehicle records checks, identification verifications, credential verification checks, credit checks and/or using available public records. You consent to any collection, use or disclosure in order to accomplish such verification.

**3. LIMITATIONS OF OUR SERVICES.** Our platform and Services assist Members to get and give help. However,

**A. Help-Full does not employ Members.**

- i. Except as set forth below, Members are responsible for compliance with all applicable employment and other laws in connection with any employment relationship they establish (such as applicable payroll, tax and minimum wage laws).
- ii. Further, We do not have control over the quality, timing, or legality of the Services actually delivered by Members, or of the integrity, responsibility or actions of Members and We neither refer, recommend Members nor make any representations about the suitability, reliability, timeliness, and accuracy of the Services provided by Members or the integrity, responsibility or actions of Members whether in public, private or offline interactions.

**B. Member and Visitor Content.**

- i. We do not control or review Member and Visitor generated content for accuracy. Help-Full does not assume any responsibility for the accuracy or reliability of any information provided by Members on or off this Site.
- ii. We may offer certain Members the opportunity to verify certain information such as their email address or cell phone number.
- iii. If We indicate that a Member has verified certain information, it means that the Member has complied with the process we have established for verifying such information. However, we do not guarantee, nor do We represent or warrant as to, the accuracy of such information.

**C. Help-Full is not responsible for the conduct, whether online or offline, of any Member or Visitor of the Site or Services.**

- i. Help-Full does not assume and expressly disclaims any liability that may result from the use of information provided on Our Site.
- ii. All Visitors and Members hereby expressly agree not to hold Help-Full (or Help-Full's officers, directors, shareholders, employees, subsidiaries, other affiliates, successors, assignees, agents, contractors or Your employer, if You are a Visitor or enrolled in Help-Full as a Member through Your employer's benefit program, hereinafter "**Affiliates**") liable for the actions or inactions of any Member or other third party or for any information, instruction, advice or services which originated through the Site, and, to the maximum extent permissible under applicable law, Help-Full and its Affiliates expressly disclaims any liability whatsoever for any damage, suits, claims, and/or controversies that have arisen or may arise, whether known or unknown therefrom.

**D. Help-Full does not provide home healthcare services.**

- i. Help-Full does not provide any healthcare or healthcare billing services. Any disputes related to the Services received by Member must be resolved directly between the Member receiving Help and the Member providing Help.

**4. RULES REGARDING INFORMATION AND OTHER CONTENT.** When You access the Site and/or Services, You obtain access to and/or provide various kinds of information and materials, including but not limited to pictures of You, quotes by You and video of You taken by Us or provided by You or another Member, all of which we call "**Content.**"

- A.** You are entirely responsible for each individual item of Content that You post, email or otherwise make available on the Site or in connection with the Services.
- B.** You grant us a non-exclusive, royalty-free, fully paid, fully sublicensable, worldwide license, under any and all of Your intellectual property rights, if any, related to Your posted Content to disseminate, distribute, publicly display, reproduce, use, sublicense, post, or publish by Us for commercial or non-commercial uses.
- C.** You agree not to revise Content posted by others, and You represent and warrant that You will not post or use any Content in any manner that:
  - i. Infringes the copyright, trademark, trade secret, or other intellectual property or proprietary right of others;
  - ii. Violates the privacy, publicity, or other rights of third parties, including other Members;
  - iii. Violates any law, statute, ordinance or regulation, including laws regarding anti-discrimination and false advertising;
  - iv. Is false or inaccurate or becomes false or inaccurate at any time;
  - v. Is discriminatory, unlawful, tortious, obscene, fraudulent, defamatory, harmful, threatening, pornographic, indecent, vulgar, harassing, discourteous, hateful, abusive or racially, ethnically, religiously, sexually or otherwise offensive, as determined by us in our sole discretion;
  - vi. Discloses or provides information protected under any law, agreement or fiduciary relationship, including but not limited to proprietary or confidential information of others;
  - vii. Misrepresents Your identity in any way;
  - viii. Contains any viruses, Trojan horses, worms, time bombs, cancelbots, or other disabling devices or other harmful component intended to damage, detrimentally interfere with, surreptitiously intercept or expropriate any system, data or personal information;
  - ix. Contains any advertising or solicitation for anything other than home care services or other services separately approved by Help-Full and offered through the Site;
  - x. Advocates or encourages any illegal activity; or
  - xi. Has the potential to create liability for us or may cause us to violate the requirements of or to lose the services, in whole or in part, of our Internet service providers or other suppliers.

- D. Though We strive to enforce these rules with all of Our Members, and our other customers, You may be exposed through the Site or Services to Content that violates Our policies or is otherwise offensive.
  - i. You access the Site and Services at Your own risk.
  - ii. We may, but are not obligated to, delete Accounts and/or remove Content from the Site if we determine or suspect that those Accounts or Content violate the terms of these Terms of Use or the applicable agreement with the offending Member(s).
  - iii. We take no responsibility for Your exposure to Content on the Site or through the Services whether it violates Our content policies or not.
- E. Content from other Members, advertisers, and other third parties may be made available to You through the Site and/or the Services. Because WE DO NOT control such content, You agree that we ARE NOT responsible for any such content.
  - i. WE DO NOT MAKE ANY guarantees about the accuracy, currency, suitability, or quality of the information in such content, and We assume no responsibility for unintended, objectionable, inaccurate, misleading, or unlawful content made available by other Members, advertisers, and other third parties or violation of any third-party rights related to such content.
  - ii. The Site and Services may contain links to websites not operated by Us. We are not responsible for the content, products, materials, or practices (including privacy practices) of such websites.
  - iii. You understand that by using the Site and/or Services You may be exposed to third-party websites that You find objectionable.
  - iv. We make no warranty, representation, endorsement, or guarantee regarding, and accept no responsibility for, the quality, content, nature or reliability of third-party websites, products or services accessible by hyperlink or otherwise from the Site or Services. We provide these links for Your convenience and We do not control such websites. Our inclusion of links to such websites does not imply any endorsement of the materials on such third-party websites or any association with their operators.
  - v. It is Your responsibility to review the privacy policies and terms of use of any other website You visit. You agree that in no event will we be liable to You in connection with any websites, content, products, materials, or practices of any third party, including other Members.

- 5. GENERAL RULES OF USER CONDUCT.** It is our goal to make access to our Site and Services a good experience for Visitors and all of our Members.
- A.** Correspondence between Members is for the sole purpose of connecting with other Members in order to provide and receive Help.
  - B.** Members may only contract for Help and Visits with other Members by using Help-Full's Services. Help-Full will not be a party to any contracts for Help and Visits made directly between Members.
  - C.** If You receive the personal information of any other Member through the use of the Services,

- i. You may use the information solely as necessary to conduct a Visit through the Site and Services.
  - ii. You may not use another Member's personal information for any other purpose.
- D. You agree not to, and represent and warrant that You will not reproduce, duplicate, copy, sell, resell or exploit any portion of the Site or Services, use the Site or Services or access to the Site or Services for any purposes other than for which the Site or Services are being provided to You, or do any of the following:
  - i. Recruit, solicit or contact any Member for employment or contracting for a business or individual not affiliated with Help-Full. Further no Member will hire another Member to provide Help that could be provided as a Help-Full Service without Help-Full's prior consent.
  - ii. Contact other Members for any purpose other than as set forth in this Terms of Use;
  - iii. Conduct or promote any illegal activities while using the Site or Services;
  - iv. Upload, distribute or print anything that may be harmful to minors;
  - v. Attempt to reverse engineer or jeopardize the correct functioning of the Site, or otherwise attempt to derive the source code of the software (including the tools, methods, processes, and infrastructure) that enables or underlies the Site;
  - vi. Attempt to gain access to secured portions of the Site or Services to which You do not rightfully possess access rights;
  - vii. Use the Site or Services to generate unsolicited email advertisements or spam; allow, enable, or otherwise support the transmission of mass unsolicited, commercial advertising or solicitations via e-mail (spam);
  - viii. Use the Site or Services to stalk, harass or harm another individual;
  - ix. Use any high volume automatic, electronic or manual process to access, search or harvest information from the Site or Services (including without limitation robots, spiders or scripts);
  - x. Interfere in any way with the proper functioning of the Site and Services or interfere with or disrupt any servers or networks connected to the Site or Services, or disobey any requirements, procedures, policies or regulations of networks connected to the Site or Services;
  - xi. Use any robot, spider, other automatic device, or manual process to extract, "screen scrape," monitor, "mine," or copy any static or dynamic web page on the Site or the Content contained on any such web page for commercial use without our prior express written permission; and Help-Full reserves the right, in its sole discretion, to terminate Your use of the Site or assess a \$10,000 daily penalty fee for violation of this provision;
  - xii. Impersonate any person or entity, or otherwise misrepresent Your affiliation with a person or entity; or



- xiii. Mirror or frame the Site or any Content, place pop-up windows over its pages, or otherwise affect the display of its pages.

**6. PAYMENT TERMS AND FEES.** Help-Full sells subscription memberships (“**Paid Subscription Memberships**”) and Time Tokens (“**Purchased Time Tokens**”). Paid Subscription Memberships and Time Tokens are collectively referred to as “**Paid Services**”. Member agrees to pay Help-Full the fees for Paid Services then in effect. Help-Full reserves the right, at any time, to modify its fees and/or billing methods. In exchange for the Paid Services, Member agrees to pay the applicable Paid Services fee. Payment is due when signing up, purchasing and/or renewing Paid Subscription Membership. You authorize automatic payment for any Paid Services you purchase.

- A.** Any fees that Help-Full may charge You for the Paid Services are due immediately when charged by Help-Full and are non-refundable.
- B.** Help-Full reserves the right to determine and change any payment term, rate, mechanism, or structure at any time. Help-Full may from time to time offer special promotions or offers, but reserves the right to change or cancel any special promotion at any time. We encourage you to check our website for the latest updates to payment terms.
- C.** Help-Full is not responsible for and will not reimburse any fees incurred by You from You bank or other financial institution, including without limitation overdraft charges, insufficient funds charges, interest charges, or finance charges, which may have occurred as a result of charges billed by Help-Full.
- D.** Members purchasing Paid Services will be required to provide their credit card or bank account details to a Payment Service Provider identified by Help-Full (the “PSP”).
- E.** Members receiving Help will be responsible for paying with Time Tokens for each Visit and/or authorize the purchase of additional Time Tokens necessary to pay for each Visit.
- F.** Members earn Time Tokens when they provide Help to another Member (“**Earned Time Tokens**”).
- G.** Time Tokens are automatically deducted from the Member receiving Help to the Member providing Help when each Visit is completed.
- H.** If You schedule a Visit to receive Help but cancel the scheduled Visit less than 24 hours before such scheduled Visit time, one (1) Time Token will be deducted from Your account and credited to the account of the Member with whom You were scheduled to have the cancelled Visit.
- I.** Help-Full expressly disclaims any and all liability for any claims or damages related to Help-Full’s use of third-party payment processing services, including without limitation any damage that may result should any such information be released to any third parties.
- J.** Help-Full reserves the right, in its sole discretion (but not the obligation), upon request from Member or upon notice of any potential fraud, unauthorized charges or other misuse of the Help-Full Platform, to
  - i. place on hold any Visit Payment or;

- ii. refund, provide credits or arrange for the PSP to do so.
- K. Members will be liable for any taxes required to be paid as a result of the Visit(s) and Time Token(s) exchanged between Members (other than taxes on Help-Full's income).
- L. Help-Full reserves the right to correct any errors in the payment of Help-Full fees even if it has already requested and/or received payment. Member receiving Paid Services will remain responsible for the Help-Full fee and any other applicable fees in connection with any refund or chargeback of a Member's payment.
- M. The Services provided by Help-Full to Member do not include any services related to submitting claims for reimbursement from any third-party payer. In addition, no Member providing Help may make any claim for reimbursement from any third-party payer, including any private or governmental insurance provider, in connection with the services provided to any Member receiving Help.

## 7. CANCELLATION POLICY.

- A. Members may cancel their Membership anytime. To cancel, Members must call or email Help-Full. You will not be charged a Paid Membership fee if you cancel your Paid Membership at least three days before your next Paid Membership renewal date. Following cancellation of your Paid Membership, you will continue to have access to your Paid Membership through the end of your current Paid Membership period.

## 8. EARNED TIME TOKEN REDEMPTION

- A. Help-Full at its sole discretion may, but is not obligated, offer Members the option to redeem Earned Time Tokens for products, services and/or cash.
- B. You may only redeem Time Token(s) directly earned by You ("**Redeemable Time Tokens**").
- C. Members who redeem Earned Time Tokens will be liable for any taxes required to be paid as a result of such Earned Time Token redemption.
- D. You may not redeem Time Tokens that You purchased, received as a gift or received as a donation.
- E. You may not redeem Time Tokens that you receive when joining Help-Full or with Your annual subscription.
- F. You may not redeem Time Tokens or Community Hours that You received when participating in legacy Help-Full programs, including linkAges Community Network and the Banner Health Pilot Program.
- G. Members may redeem Redeemable Time Tokens for products, services or cash as defined by Help-Full (the "**Redemption**"). Help-Full reserves the right to change the Redemption.
- H. Members redeeming Time Tokens may be required to register with a PSP (the "**Redemption Providers**"), agree to Terms of Service of the Redemption Providers and go through a vetting process at the request of the Redemption Providers to set up their account with the Redemption Providers. Please note that we are not a party to the Redemption Providers Agreement and that You, the Redemption Provider and any other parties listed in the Redemption Provider Agreement are the parties

to the Redemption Provider Agreement and that Help-Full has no obligations or liability to any Member redeeming Time Tokens under the Redemption Provider Agreement.

- I. All Redemptions transferred by Us to You or the Redemption Provider are final.
  - J. Account closure or suspension may result in the loss of any unredeemed Time Tokens.
  - K. We reserve the right to disqualify any Member from participation in Earned Time Token Redemption in the event of fraud, abuse of Member privileges, or violation of this Agreement as determined by the sole judgment of Help-Full. Such termination may result in the forfeiture of any accumulated Time Tokens.
  - L. We reserve the right to alter, change, or terminate Earned Time Token Redemption at any time without notice. Redemption values vary and are subject to change without notice.
  - M. We reserve the right to delay or not enforce any of our rights under this Earned Time Token Redemption provision without waiving or losing our right to enforce them later.
- 9. LEGACY TIME TOKENS.** Time Tokens, also known as “Community Hours”, that were transferred from legacy Help-Full programs (including but not limited to the linkAges Community and the Banner Health Pilot Program) are “**Legacy Time Tokens**”.
- A. If You participated in a legacy program, You may only use your Legacy Time Tokens to get Help from another Member.
  - B. Legacy Time Tokens may not be redeemed for products, services or cash.
  - C. Legacy Time Tokens may not be given or donated to another Member.
  - D. Help-Full reserves the right to change the terms and conditions for Legacy Time Tokens, including cancelling Legacy Time Tokens.
- 10. TEXT MESSAGES.** Help-Full may send Members SMS text messages in connection with the Services or otherwise. You are solely responsible for costs, if any, You incur when receiving SMS text messages from Help-Full. Upon request, Help-Full will discontinue sending SMS text messages to You.
- 11. NO PROFESSIONAL ADVICE.** All information, materials, content and/or advice on the Site or provided through the Services is for informational purposes only and is not intended to replace or substitute for any professional, financial, medical, legal or other advice. Help-Full expressly disclaims, and You expressly release Help-Full of, any and all liability concerning any treatment, action by, or effect on any person following the information offered or provided within or through the Site. You should consult with an appropriately trained specialist for all concerns that require professional or medical advice.
- 12. PROMOTIONAL OFFERS.** We may run promotional offers from time to time on the Site. Unless otherwise indicated, We may establish and modify, in Our sole discretion, the terms of such offer and end such offer at any time.

**13. MODIFICATIONS TO THE SITE OR SERVICES.** We reserve the right to modify or discontinue the Site or Services with or without notice to You. We will not be liable to You or any third party should we exercise our right to modify or discontinue the Site and/or Services. If You object to any such changes, Your sole recourse will be to cease access to the Site or Services. Continued access to the Site or Services following notice of any such changes will indicate Your acknowledgement of such changes and satisfaction with the Site or Services as so modified.

**14. SUSPENSION/TERMINATION.** You agree that we, in our sole discretion, may immediately suspend or terminate Your access to the Site and Services at any time, for any reason, without notice or refund. YOU AGREE THAT HELP-FULL INC. WILL NOT BE LIABLE TO YOU OR ANY OTHER PARTY FOR ANY SUSPENSION OR TERMINATION OF YOUR ACCESS TO THE SITE OR SERVICES OR DELETION OF YOUR ACCOUNT OR YOUR CONTENT. SUSPENSION OR TERMINATION OF YOUR ACCOUNT WILL IN NO WAY MODIFY, CHANGE OR VOID ANY PAYMENT OBLIGATIONS YOU MAY HAVE INCURRED THROUGH YOUR USE OF THE SITE OR ANY SERVICES, WHETHER SUCH OBLIGATION IS TO HELP-FULL, INC. OR A THIRD PARTY.

**15. DISCLAIMER OF WARRANTIES.** YOU EXPRESSLY AGREE THAT YOUR USE OF THE SITE AND/OR SERVICES IS AT YOUR SOLE RISK. BOTH THE SITE AND SERVICES ARE PROVIDED BY US ON AN "AS IS" AND "AS AVAILABLE" BASIS. WE EXPRESSLY DISCLAIM ALL WARRANTIES OF ANY KIND, WHETHER EXPRESS OR IMPLIED, INCLUDING, BUT NOT LIMITED TO, ANY WARRANTIES OF MERCHANTABILITY, FITNESS FOR A PARTICULAR USE OR PURPOSE. WE MAKE NO WARRANTY THAT THE SITE AND/OR SERVICES WILL MEET YOUR REQUIREMENTS, OR THAT THE SITE AND/OR SERVICES WILL BE UNINTERRUPTED, TIMELY, SECURE, OR ERROR FREE; NOR DO WE MAKE ANY WARRANTY AS TO THE RESULTS THAT MAY BE OBTAINED FROM THE USE OF THE SITE OR SERVICES, OR THAT DEFECTS IN THE SITE OR SERVICES WILL BE CORRECTED. YOU UNDERSTAND AND AGREE THAT ANY MATERIAL OR INFORMATION DOWNLOADED OR OTHERWISE OBTAINED THROUGH THE USE OF THE SITE OR SERVICES IS DONE AT YOUR OWN DISCRETION AND RISK AND THAT YOU WILL BE SOLELY RESPONSIBLE FOR ANY DAMAGE TO YOUR COMPUTER SERVICES OR LOSS OF DATA THAT RESULTS FROM THE DOWNLOAD OF SUCH MATERIAL AND/OR INFORMATION.

NO ADVICE OR INFORMATION, WHETHER ORAL OR WRITTEN, OBTAINED BY YOU FROM US THROUGH THE SITE, SERVICES, OR OTHERWISE WILL CREATE ANY WARRANTY, REPRESENTATION OR GUARANTEE NOT EXPRESSLY STATED IN THESE TERMS OF USE. WE DO NOT MAKE ANY REPRESENTATIONS OR WARRANTIES ABOUT PROTECTION OF YOUR DATA NOR GUARANTEE DATA AVAILABILITY WHATSOEVER. YOU BEAR THE SOLE RESPONSIBILITY AND LIABILITY FOR MAINTAINING BACKUP OR ARCHIVE COPIES OF YOUR DATA AND/OR SUBMISSIONS TO THE SITE AND SERVICES. IN ADDITION, HELP-FULL, INC. ADVISES YOU TO BE

CAREFUL ABOUT WHEN AND HOW YOU MEET OTHER MEMBERS, PARTICULARLY WHEN MEETING IN PERSON.

**16. LIMITATION OF LIABILITY.** YOU ACKNOWLEDGE AND AGREE THAT WE ARE ONLY WILLING TO PROVIDE ACCESS TO THE SITE AND TO PROVIDE THE SERVICES IF YOU AGREE TO CERTAIN LIMITATIONS OF OUR LIABILITY TO YOU AND TO THIRD PARTIES. YOU UNDERSTAND THAT TO THE EXTENT PERMITTED UNDER APPLICABLE LAW, IN NO EVENT WILL WE OR OUR OFFICERS, EMPLOYEES, DIRECTORS, PARENTS, SUBSIDIARIES, AFFILIATES, AGENTS OR LICENSORS BE LIABLE FOR ANY INDIRECT, INCIDENTAL, SPECIAL, CONSEQUENTIAL OR EXEMPLARY DAMAGES, INCLUDING BUT NOT LIMITED TO ANY INTANGIBLE LOSSES (EVEN IF SUCH PARTIES WERE ADVISED OF, KNEW OF OR SHOULD HAVE KNOWN OF THE POSSIBILITY OF SUCH DAMAGES, AND NOTWITHSTANDING THE FAILURE OF ESSENTIAL PURPOSE OF ANY LIMITED REMEDY), ARISING OUT OF OR RELATED TO YOUR USE OF OR ACCESS TO, OR THE INABILITY TO USE OR TO ACCESS, THE SITE OR THE SERVICES, REGARDLESS OF WHETHER SUCH DAMAGES ARE BASED ON CONTRACT, TORT (INCLUDING NEGLIGENCE AND STRICT LIABILITY), WARRANTY, STATUTE OR OTHERWISE. WE WILL NOT BE LIABLE FOR ANY DAMAGES ARISING FROM THE TRANSACTIONS BETWEEN YOU AND THIRD-PARTY MERCHANTS OR SERVICE PROVIDERS OR FOR ANY INFORMATION APPEARING ON THIRD PARTY MERCHANT OR SERVICE PROVIDER SITES OR ANY OTHER SITE LINKED TO OUR SITE. IN NO EVENT WILL WE BE LIABLE TO YOU OR ANY THIRD PARTY IN CONNECTION WITH ANY ACT OR OMISSION OF ANY MEMBER. IF YOU ARE DISSATISFIED WITH ANY PORTION OF THIS SITE OR THE SERVICES, YOUR SOLE AND EXCLUSIVE REMEDY IS TO DISCONTINUE USE OF THE SITE AND THE SERVICES. OUR TOTAL LIABILITY TO YOU FOR ALL CLAIMS ARISING FROM OR RELATED TO THE SITE OR THE SERVICES IS LIMITED, IN THE AGGREGATE, TO FIFTY DOLLARS (U.S. \$50.00).

- A.** Some jurisdictions do not allow the exclusion of certain warranties or the limitation or exclusion of liability for incidental or consequential damages. Accordingly, some of the above limitations and disclaimers may not apply to You. To the extent that We may not, as a matter of applicable law, disclaim any implied warranty or limit liabilities, the scope and duration of such warranty and the extent of our liability will be the minimum permitted under such applicable law.
- B.** We reserve the right, but have no obligation, to monitor, or take any APPROPRIATE action regarding, disputes that You may have with Members, service providers or others.
- C.** Without limiting the foregoing, under no circumstances will we or our licensors be held liable for any delay or failure in performance resulting directly or indirectly from acts of nature, forces, or causes beyond our reasonable control, including, without limitation, Internet failures, computer equipment failures, telecommunication equipment failures, other equipment failures, electrical power failures, strikes, labor disputes, riots, insurrections, civil disturbances, shortages of labor or materials, fires,

floods, storms, explosions, acts of God, war, governmental actions, orders of domestic or foreign courts or tribunals, OR non-performance of third parties.

**16. INDEMNIFICATION.** You agree to indemnify, defend and hold harmless Help-Full, Inc., our parents, subsidiaries, affiliates, officers, directors, co-branders and other partners, employees, consultants and agents, from and against any and all third-party claims, liabilities, damages, losses, costs, expenses, fees (including reasonable attorneys' fees and court costs) that such parties may incur as a result of or arising from (a) any of Your Content and/or information that You submit, post or transmit through the Site or Services, (b) Your use of the Site or Services, (c) Your violation of these Terms of Use, (d) Your violation of any rights of any other person or entity or (e) any viruses, trojan horses, worms, time bombs, cancelbots or other similar harmful or deleterious programming routines input by You into the Site or Services.

**17. ELECTRONIC COMMUNICATIONS.** The communications between You and us use electronic means, whether You visit the Site or send us emails, or whether we post notices on the Service or communicate with You via email. We can only give You the benefits of our service by conducting business through the Internet, and therefore we need You to consent to our giving You Communications electronically. This Section 16 informs You of Your rights when receiving Communications from us electronically. For contractual purposes, You (a) consent to receive communications from us in an electronic form; and (b) agree that all terms and conditions, agreements, notices, documents, disclosures, and other communications (“**Communications**”) that we provide to You electronically satisfy any legal requirement that such Communications would satisfy if it were in a writing. Your consent to receive Communications and do business electronically, and our agreement to do so, applies to all of Your interactions and transactions with us. The foregoing does not affect Your non-waivable rights. You may also receive a copy of these Terms of Use by accessing this Site. You may withdraw Your consent to receive Communications electronically by contacting us in the manner described below. If You withdraw Your consent, from that time forward, You must stop using the Site and Services. The withdrawal of Your consent will not affect the legal validity and enforceability of any obligations or any electronic Communications provided, or business transacted between us prior to the time You withdraw Your consent. Please keep us informed of any changes in Your email or mailing address so that You continue to receive all Communications without interruption.

**18. NO THIRD-PARTY BENEFICIARIES.** You understand and agree that, except as otherwise expressly provided in this Agreement, there shall be no third-party beneficiaries to this Agreement.

**19. NO AFFILIATION.** You acknowledge that You are not legally affiliated with Help-Full in any way, and no independent contractor, partnership, joint venture, employer-employee or franchiser-franchisee relationship is intended or created by Your use of the Site or Services or by this Agreement. Help-Full is not an employment service or agency and does not secure employment for Visitors or Members.

**20. GENERAL TERMS.** You are responsible for compliance with all applicable laws. The terms of this Agreement and the relationship between You and Help-Full, Inc. will be governed by the laws of the State of California without giving effect to any choice of laws principles that would require the application of the laws of a different country or state. Any legal action, suit or proceeding arising out of or relating to this Agreement, or Your use of the Site or Services must be instituted exclusively in the federal or state courts located in the city and county of San Francisco, California and in no other jurisdiction. You further consent to exclusive personal jurisdiction and venue in, and agree to service of process issued or authorized by, any such court.

- A.** The terms of this Agreement are personal to You, and You may not transfer, assign or delegate Your right and/or duties under this Agreement to anyone else and any attempted assignment or delegation is void.
- B.** You acknowledge that we have the right hereunder to seek an injunction, if necessary, to stop or prevent a breach of Your obligations hereunder.
- C.** The paragraph headings and other defined terms used in this Agreement and shown in boldface type, are included only to help make this Agreement easier to read and have no binding effect.
- D.** Any delay or failure by Help-Full, Inc. to exercise or enforce any right or provision of this Agreement will not constitute a waiver of such right or provision.
- E.** No waiver by us will have effect unless such waiver is set forth in writing, signed by us; nor will any such waiver of any breach or default constitute a waiver of any subsequent breach or default.
- F.** This Agreement constitute the complete and exclusive agreement between You and Help-Full, Inc. with respect to the subject matter hereof, and supersedes all prior oral or written understandings, communications or agreements.
- G.** If for any reason a court of competent jurisdiction finds any provision of this Agreement, or portion thereof, to be unenforceable, that provision of this Agreement will be enforced to the maximum extent permissible so as to affect the intent of the parties, and the remainder of the terms of this Agreement will continue in full force and effect.
- H.** Help-Full follows an equal opportunity employment policy and employs personnel without regard to race, creed, color, ethnicity, national origin, religion, sex, sexual orientation, gender expression, age, height, weight, disability status, veteran status, military obligations, and marital status. Help-Full is committed to serving all Members, regardless of race, ethnicity, sex, age, religion, national origin, mental or physical ability, sexual orientation, gender identity and expression, ancestry, military discharge status, marital status, source of income, housing status or other protected classification.

**20. SURVIVAL.** All provisions that by their nature survive expiration or termination of this Agreement shall so survive, including without limitation, all limitations on liability explicitly set forth herein and our proprietary rights in and to the Site, Content provided by us, Our Technology and the Services.

**21. NOTICE; CONTACT INFORMATION.** We may give notice to You by email, a posting on the Site, or other reasonable means. You must give notice via email to

support@help-full.com or as otherwise expressly provided by us. Please report any violations of any terms of this Agreement to support@help-full.com.

*Last Revised: May 13, 2019.*

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