

TERMS OF SERVICE OF EMOTIONALL® MOBILE APPLICATION

Your acceptance of these Terms of Service with Emotional Technologies LLC (“Emotionall” “we” “us” “our”), is required in order to allow you to access and use the “Service(s)”, defined as the Emotionall services as enable by the Emotionall application and/or website (“App”), including the content and the functions that Emotionall makes available to you. If you do not agree to these Terms of Service or our Privacy Policy, please do not use the App.

PLEASE READ THESE TERMS OF SERVICE AND THE PRIVACY POLICY CAREFULLY, AS THEY GOVERN YOUR USE OF THE APPLICATION AND SERVICES, PARTICULARLY SECTION 10 (BINDING ARBITRATION), WHICH AFFECTS YOUR RIGHTS IN THE EVENT OF A DISPUTE BETWEEN YOU AND EMOTIONALL.

By clicking “I Accept” or by using the App, you agree to these Terms of Service, including the mandatory arbitration provision in section 10. If you violate any of these Terms of Service, your permission to use the Services automatically terminates, unless such violation is waived by us in writing in our sole discretion.

You must be 18 years of age, or the age of majority in your province, territory or country, to sign up as a registered user of the App and use our Services. In this regard, all registered users must be over 18 years of age or the age of majority in their province, territory or country; children shall not be permitted to register or use the App or our Services.

1. Introduction

1.1 Modifications to Terms of Service: We reserve the right, at our sole discretion, to change or modify portions of these Terms of Service at any time. If we do this, depending on the nature of the change, we will post the changes on our website and indicate at the top of this page the date these terms were last revised or, in case the change is regarding Section 10 (Binding Arbitration), we will notify you by email about these changes. Any such changes will become effective no earlier than fourteen (14) days after they are posted, except those changes addressing new functions of the Services or changes made for legal reasons will be effective immediately. Your continued use of the Service after the date any such changes become effective constitutes your acceptance of the new Terms of Service. In addition, when using certain Services, you will be subject to any additional terms applicable to such Services that may be posted on the Service from time to time.

1.2 Privacy: At Emotionall, we respect the privacy of our users. For details, please see our Privacy Policy. By using the Service, you consent to our collection and use of personal data as outlined therein.

2. Access and Use of the Service

2.1 Use Description and License Grant: The Emotionall Service, and any content viewed through our App, is solely for your personal and non-commercial use. With your Emotionall acquisition and use, we grant you a limited, non-exclusive, non-transferable, license to access the Emotionall content through the App. Except for the foregoing limited license, no right, title or interest shall be transferred to you. You agree not to use the Service for public performances. Emotionall may revoke your license at any time in its sole discretion, if Emotionall considers that you have violated or acted inconsistently with the letter or spirit of these Terms of Service. Upon such revocation, you must promptly destroy all content downloaded or otherwise obtained through the App, as well as copies of such materials, whether made in accordance with these Terms of Service, or otherwise.

2.2 Your Registration Obligations: You may be required to register with Emotionall in order to access and use certain features of the App and/or the Services. If you choose to register for the Service, you agree to provide and maintain true, accurate, current and complete information about

yourself as prompted by the App's registration form. Registration data and certain other information about you are governed by our Privacy Policy

2.3 Member Account, Password and Security: You will be allowed to provide your username information inserting your name, surname, email and password ("Sign-On Credentials"). You are wholly responsible for maintaining the confidentiality of your Sign-On Credentials and wholly liable for all activities occurring under such Sign-On Credentials. You may never use another's account, and you may not provide another person with the username and password to access your account. You agree to (1) immediately notify Emotionall of any unauthorized use of your password or account or any other breach of security, and (2) ensure that you exit from your account at the end of each session when accessing the App. Emotionall will not be liable for any loss or damage arising from your failure to comply with this Section.

2.4 Modifications to Service: Emotionall reserves the right to modify or discontinue, temporarily or permanently, the Service (or any part thereof) with or without notice. You agree that Emotionall will not be liable to you or to any third party for any modification, suspension or discontinuance of the Service. We have no obligation to retain any information in your account or submitted content for any period of time beyond what may be required by applicable law.

2.5 General Practices Regarding Use and Storage: You acknowledge that Emotionall may establish general practices and limits concerning use of the App and the Service, including without limitation the maximum period of time that data or other content will be retained by the App and the Service, the maximum storage space that will be allotted on Emotionall's servers on your behalf. You agree that Emotionall has no responsibility or liability for the deletion or failure to store any data or other content maintained or uploaded by the Service. You acknowledge that Emotionall reserves the right to terminate accounts that are inactive for an extended period of time. You further acknowledge that Emotionall reserves the right to change these general practices and limits at any time, in its sole discretion, with or without notice.

3. Conditions of Use

3.1 User Conduct: You are solely responsible for all code, video, images, information, data, text, software, music, sound, photographs, graphics, messages or other materials ("content") that you upload, post, publish or display (hereinafter, "upload") or email or otherwise use via the App and the Service. Emotionall reserves the right to investigate and take appropriate legal action against anyone who, in Emotionall's sole discretion, violates this provision, including without limitation, removing the offending content from the App, suspending or terminating the account of such violators and reporting you to the law enforcement authorities. You agree not to use the Service in order to:

- i. email or otherwise upload any content that (i) infringes any intellectual property or other proprietary rights of any party; (ii) you do not have a right to upload under any law or under contractual or fiduciary relationships; (iii) contains software viruses or any other computer code, files or programs designed to interrupt, destroy or limit the functionality of any computer software or hardware or telecommunications equipment; (iv) poses or creates a privacy or security risk to any person; (v) constitutes unsolicited or unauthorized advertising, promotional materials, commercial activities and/or sales, "junk mail," "spam," "chain letters," "pyramid schemes," "contests," "sweepstakes," or any other form of solicitation; (vi) is unlawful, harmful, threatening, abusive, harassing, tortious, excessively violent, defamatory, vulgar, obscene, pornographic, libelous, invasive of another's privacy, hateful racially, ethnically or otherwise objectionable; or (vii) in the sole judgment of Emotionall, is objectionable or which restricts or inhibits any other person from using or enjoying the Service, or which may expose Emotionall or its users to any harm or liability of any type;

- ii. interfere with or disrupt the Service or servers or networks connected to the Service, or disobey any requirements, procedures, policies or regulations of networks connected to the Service and the App;
- iii. violate any applicable local, state, national or international law, or any regulations having the force of law;
- iv. impersonate any person or entity, or falsely state or otherwise misrepresent your affiliation with a person or entity; solicit personal information from anyone under the age of 18;
- v. harvest or collect email addresses or other contact information of other users from the App and/or the Service by electronic or other means for the purposes of sending unsolicited emails or other unsolicited communications;
- vi. advertise or offer to sell or buy any goods or services for any business purpose that is not specifically authorized;
- vii. further or promote any criminal activity or enterprise or provide instructional information about illegal activities; or
- viii. obtain or attempt to access or otherwise obtain any materials or information through any means not intentionally made available or provided for through the Service.

3.2 Fees: To the extent the App, the Service, or any portion thereof, is made available for any fee, you will be required to select a payment plan and provide Emotionall information regarding your credit card or other payment instrument ("Payment Information"). You represent and warrant to Emotionall that such information is true and that you are authorized to use the payment instrument. You will promptly update your account information with any changes (for example, a change in your billing address or credit card expiration date) that may occur. You agree to pay Emotionall the amount that is specified in the payment plan in accordance with the terms of such plan and these Terms of Service. You hereby authorize Emotionall to bill your payment instrument in accordance with the terms of the applicable payment plan until you terminate your account, and you further agree to pay any charges so incurred. Fees for the Services are not refundable. If you choose to acquire the Services (hereinafter "Transaction") , you authorize us to provide your Payment Information to third party service providers so we can complete your Transaction and agree (a) to pay the applicable fees and any taxes; (b) that Emotionall may charge your credit card or third party payment processing account, including, but not limited to, your account with the app store or distribution platform (like the Apple App Store, Google Play or the Amazon Appstore) where the App is made available (each, an "App Provider"), for verification, pre-authorization and payment purposes; and (c) to bear any additional charges that your App Provider, bank or other financial service provider may levy on you as well as any taxes or fees that may apply to your order.

Your order is not binding on Emotionall until it is accepted and confirmed by Emotionall. All payments made are non-refundable and non-transferable except as expressly provided in these Terms of Service. If you have any concerns and objections and dispute any charges, you must let Emotionall know within fifteen (15) days after the date that Emotionall charges you, and you agree to raise them with us first and also you agree not to cancel or reject any credit card or third party payment processing charges unless you have made a reasonable attempt at resolving the matter directly with Emotionall. Emotionall reserves the right to not process or to cancel your Transaction in certain

circumstances, for example, if your credit card is declined, if we suspect the request or order is fraudulent, or in other circumstances Emotionall deems appropriate in its sole discretion. Emotionall also reserves the right, in its sole discretion, to take steps to verify your identity in connection with your order. You may need to provide additional information to verify your identity before completing your Transaction (such information is included within the definition of Payment Information). Emotionall will either not charge you or refund the charges for orders that we do not process or cancel. You shall be responsible for all taxes associated with the Services other than U.S. taxes based on Emotionall's net income.

3.3 Subscription Automatically Renew and How to Cancel Your Subscription: All amounts are payable and charged for monthly or yearly subscriptions, at the beginning of the subscription and, because each such subscription renews automatically for an additional period equal in length to the expiring subscription term until you cancel it, at the time of each renewal until you cancel, using the Payment Information you have provided. You must cancel your monthly or yearly subscription before it renews to avoid the billing of the fees for the next subscription period. If you purchase your subscription via the Site, you can cancel the renewal of your subscription at any time by contacting us by email at support@emotionall.co. If you purchase your subscription via an App Provider, you can cancel the renewal of your subscription at any time with the App Provider. You will not receive a refund for the fees you already paid for your current subscription period and you will continue to receive the Services ordered until the end of your current subscription period.

3.4 Changes to Price Terms for Subscription: We reserve the right to change Emotionall prices and pricing terms for subscription at any time and Emotionall will notify you in advance of such changes becoming effective. Changes to the pricing terms will not apply retroactively and will only apply for subscription renewals after such changed pricing terms have been communicated to you. If you do not agree with the changes to Emotionall's prices and pricing terms then you may choose not to renew your subscription in accordance with the section 3.3 "Subscriptions Automatically Renew & How to Cancel Your Subscription". Your continued use of the Services after the price change becomes effective constitutes your agreement to pay the changed amount.

3.5 Future Functionality: You agree that your purchases are not contingent on the delivery of any future functionality or features, or dependent on any oral or written public comments made by Emotionall regarding future functionality or features.

3.6 Special Notice for International Use; Export Controls: Software (as defined below) available in connection with the Service and the transmission of applicable data, if any, is subject to United States export controls. No Software may be downloaded from the Service or otherwise exported or re-exported in violation of U.S. export laws. Downloading or using the Software is at your sole risk. Recognizing the global nature of the Internet, you agree to comply with all local rules and laws regarding your use of the Service, including as it concerns online conduct and acceptable content.

3.7 Commercial Use: You agree not to display, distribute, license, perform, publish, reproduce, duplicate, copy, create derivative works from, modify, sell, resell, exploit, transfer or upload for any commercial purposes, any portion of the Service, use of the Service, or access to the Service.

4. Intellectual Property Rights

4.1 Service Content, Software and Trademarks: You acknowledge and agree that the App contains content or features ("Service Content") that are protected by copyright, patent, trademark, trade secret or other proprietary rights and laws. Except as expressly authorized by Emotionall, you agree not to modify, copy, frame, scrape, rent, lease, loan, sell, distribute or create derivative works based on the App, the Service or the Service Content, in whole or in part, except that the foregoing does not apply to your own User Content (as defined below) that you legally upload to the App. In connection with your use of the Service, you will not engage in or use any data mining, robots, scraping or similar data

gathering or extraction methods. If you are blocked by Emotionall from accessing the Service (including blocking your IP address), you agree not to implement any measures to circumvent such blocking (e.g., by masking your IP address or using a proxy IP address). Any use of the Service or the Service Content other than as specifically authorized herein is strictly prohibited. The technology and software underlying the App, the Service or distributed in connection therewith are the property of Emotionall, our affiliates and our members (the "Software"). You agree not to copy, modify, create a derivative work of, reverse engineer, reverse assemble or otherwise attempt to discover any source code, sell, assign, sublicense, or otherwise transfer any right in the Software. Any rights not expressly granted herein are reserved by, or assigned to, Emotionall.

The Emotionall name and logos are trademarks and service marks of Emotionall, its affiliates, or members (collectively the "Emotionall Trademarks"). Other Emotionall, product, and service names and logos used and displayed via the Service may be trademarks or service marks of their respective owners who may or may not endorse or be affiliated with or connected to Emotionall. Nothing in these Terms of Service or the Service should be construed as granting, by implication, estoppel, or otherwise, any license or right to use any of Emotionall Trademarks displayed on the Service, without our prior written permission in each instance. All goodwill generated from the use of Emotionall Trademarks will inure to the exclusive benefit of Emotionall, its affiliates or members.

4.2 User Content Transmitted Through the App: With respect to the content or other materials you upload through the App or share with other users or recipients (collectively, "User Content"), you represent and warrant that you own all right, title and interest in and to such User Content, including, without limitation, all copyrights and rights of publicity contained therein, and that you have all required rights to post or transmit such content or other materials without violation of any third-party rights.

By uploading any User Content you hereby grant and will grant Emotionall, its affiliated companies, members and partners (including but not limited to Emotionall instructors, counselors, practitioners and other third parties providing instructional information through the App, collectively "partners") a nonexclusive, worldwide, royalty free, fully paid up, transferable, sublicensable, perpetual, irrevocable license to copy, display, upload, adapt, perform, publish, distribute (through multiple tiers of distribution and partnerships), store, modify and otherwise use and fully exploit your User Content in any and all media, form, medium, technology or distribution methods, now known or later developed, and for any and all purposes (commercial or otherwise).

You acknowledge and agree that any questions, comments, suggestions, ideas, feedback or other information relevant to the Service and/or the App ("Submissions"), provided by you to Emotionall, its affiliated companies, members, or partners are non-confidential and Emotionall, its affiliated companies, members, and partners will be entitled to the unrestricted use and dissemination of these Submissions for any purpose, commercial or otherwise, without acknowledgment or compensation to you.

You acknowledge and agree that Emotionall may preserve content and may also disclose content if required to do so by law or in the good faith belief that such preservation or disclosure is reasonably necessary to: (a) comply with legal process, applicable laws or government requests; (b) enforce these Terms of Service; (c) respond to claims that any content violates the rights of third parties; or (d) protect the rights, property, or personal safety of Emotionall, its users and the public. You understand that the technical processing and transmission of the Service, including your content, may involve (a) transmissions over various networks; and (b) changes to conform and adapt to technical requirements of connecting networks or devices.

4.3 Infringer Policy: In accordance with the Digital Millennium Copyright Act (the "DMCA") and other applicable law, Emotionall has adopted a policy of terminating, in appropriate circumstances and at Emotionall' sole discretion, memberships of users who are deemed to be intellectual property rights

infringers. Emotionall may also at its sole discretion limit access to the Service and/or terminate the memberships of any users who infringe any intellectual property rights of others.

5. Third Party Websites.

The Service may provide links or other access to other sites and resources on the Internet. Emotionall has no control over such sites and resources and Emotionall is not responsible for and does not endorse such sites and resources. You further acknowledge and agree that Emotionall will not be responsible or liable, directly or indirectly, for any damage or loss caused or alleged to be caused by or in connection with use of or reliance on any content, events, goods or services available on or through any such site or resource.

6. Social Networking Services.

You may enable or log in to the App via various online third-party services, such as social media and social networking services, like Facebook, Twitter or Instagram ("Social Networking Services"). In addition, Emotionall is not responsible for the accuracy, availability or reliability of any information, content, goods, data, opinions, advice or statements made available in connection with Social Networking Services. As such, Emotionall is not liable for any damage or loss caused or alleged to be caused by or in connection with use of or reliance on any such Social Networking Services. Emotionall enables these features merely as a convenience and the integration or inclusion of such features does not imply an endorsement or recommendation.

7. Indemnity and Release.

To the fullest extent permitted by law, you agree to release, indemnify and hold Emotionall and its affiliates and their members, officers, employees, directors and agent harmless from any from any and all losses, damages, expenses, including reasonable attorneys' fees, rights, claims, actions of any kind and injury (including death) arising out of or relating to your use of the Service, any User Content, your connection to the Service, your violation of these Terms of Service or your violation of any rights of another. If you are a California resident, you waive California Civil Code Section 1542, which establishes that: "A general release does not extend to claims which the creditor does not know or suspect to exist in his favor at the time of executing the release, which if known by him must have materially affected his settlement with the debtor." If you are a resident of another jurisdiction, you waive any comparable statute or doctrine.

8. Disclaimer of Warranties

8.1 Your use of the Service is at your sole risk. The service is provided on an "as is" and "as available" basis. Except as otherwise expressly provided herein, Emotionall expressly disclaims all warranties of any kind, whether express, implied or statutory, including, but not limited to the implied warranties of merchantability, fitness for a particular purpose, title and non-infringement.

8.2 Emotionall makes no warranty that (i) the Service will meet your requirements, (ii) the Service will be uninterrupted, timely, secure, or error-free, (iii) the results that may be obtained from the use of the Service will be accurate or reliable, or (iv) the quality of any products, services, information, or other material purchased or obtained by you through the Service will meet your expectations.

9. Limitation of Liability

9.1 You understand and agree that the Services, and any other information you learn from Emotionall are not intended, designed, or implied to diagnose, prevent, or treat any condition or disease, to ascertain the state of your health, or to be a substitute for professional medical care. Please bear in mind that not all activities described on the Services are suitable for everyone. Do not use the Services while driving, operating heavy machinery, or performing other tasks that require attention

and concentration. You understand and agree that you are solely responsible for your use of the Services.

9.2 To the fullest extent permitted by applicable law, you expressly understand and agree that Emotionall will not be liable for any indirect, incidental, special, consequential, exemplary damages, or damages for loss of profits including but not limited to, damages for loss of goodwill, use, data or other intangible losses (even if Emotionall has been advised of the possibility of such damages), whether based on contract, tort, negligence, strict liability or otherwise, resulting from: (i) the use or the inability to use the Service; (ii) the cost of procurement of substitute goods and services resulting from any goods, data, information or services purchased or obtained or messages received or transactions entered into through or from the Service; (iii) unauthorized access to or alteration of your transmissions or data; (iv) statements or conduct of any third party on the Service or the App; or (v) any other matter relating to the Service. In no event will Emotionall's total liability to you for all damages, losses or causes of action exceed the amount you have paid Emotionall in the last six (6) months, or, fifty dollars (\$50), if you have not had any payment obligations to Emotionall, as applicable. The exclusion and limitations of damages set forth above are fundamental elements of the basis of the bargain between Emotionall and you.

9.3 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 set forth above may not apply to you. If you are dissatisfied with any portion of the Service or with these Terms of Service, your sole and exclusive remedy is to discontinue use of the App and the Service.

10. Binding Arbitration

10.1 If you have any dispute with us, you agree that before taking any formal action, you will contact us at Emotionall, and provide a brief, written description of the dispute and your contact information (including your username if your dispute relates to an account). Except for intellectual property and small claims court claims, the parties agree to use their best efforts to settle any dispute, claim, question, or disagreement directly through consultation and good faith negotiations shall be a condition to either party initiating a lawsuit or arbitration.

10.2 All disputes, claims, or controversies arising out of or relating to the Terms of Service or the Service that are not resolved by the procedures identified above shall be resolved by binding arbitration to be conducted before the American Arbitration Association according to its Arbitration and Conciliation Rules, by one (1) arbitrator proficient in both English and Spanish languages who will decide according to law, with the arbitration seat located in Miami, Florida.

10.3 The arbitrator, and not any federal, state, or local court or agency, shall have exclusive authority to resolve all disputes arising out of or relating to the interpretation, applicability, enforceability, or formation of these Terms of Service, including but not limited to any claim that all or any part of these Terms of Services are void or voidable, or whether a claim is subject to arbitration. The arbitrator shall be empowered to grant whatever relief would be available in a court under law or in equity. The arbitrator's award shall be written and shall be binding on the parties and may be entered as a judgment in any court of competent jurisdiction.

10.4 Notwithstanding the parties' decision to resolve all disputes through arbitration, you or we may bring enforcement actions, validity determinations or claims arising from or relating to theft, piracy or unauthorized use of intellectual property in state or federal court with jurisdiction or in the U.S. Patent and Trademark Office to protect intellectual property rights ("intellectual property rights" means patents, copyrights, moral rights, trademarks, and trade secrets, but not privacy or publicity rights). You or we may also seek relief in a small claims court for disputes or claims within the scope of that court's jurisdiction to the extent such claims do not seek equitable relief.

10.5 You have the right to opt out and not be bound by the arbitration provisions set forth above by sending written notice of your decision to opt out to Emotionall at the address identified in Section 17 below. The notice must be sent within thirty (30) days of (a) the “Date of Last Revision” date of these Terms of Service as set forth above; or (b) your first date that you used the Services that contained any versions of the Terms of Service that included this version of the mandatory arbitration, whichever is later. Otherwise, you shall be bound to arbitrate disputes in accordance with the terms of these paragraphs. If you opt out of these arbitration provisions, Emotionall also will not be bound by them. If Emotionall changes this ‘Binding Arbitration’ section after the date you first accepted these Terms of Service (or accepted any subsequent changes to these Terms of Service), you may reject any such change by sending us written notice within 30 days of the date such change became effective, as indicated in the “Date of Last Revision” date above or in the date of Emotionall' email to you notifying you of such change. By rejecting any change, you are agreeing that you will arbitrate any dispute between you and Emotionall in accordance with the provisions of this section as of the date you first accepted these Terms of Service (or accepted any subsequent changes to these Terms of Service).

10.6 You understand and agree that the above dispute procedures shall be your sole remedy in the event of dispute between you and Emotionall regarding any aspect of the Service (including the enrolment process).

11. Termination.

You agree that Emotionall, in its sole discretion, may suspend or terminate your account (or any part thereof) or use of the Service and remove and discard any content within the App, for any reason, including, without limitation, for lack of use or if Emotionall believes that you have violated or acted inconsistently with the letter or spirit of these Terms of Service. Any suspected fraudulent, abusive or illegal activity that may be grounds for termination of your use of the Service may be referred to appropriate law enforcement authorities. Emotionall may also in its sole discretion and at any time discontinue the provision of the Service, or any part thereof, with or without notice.

You acknowledge and agree that in case of violation of these Terms of Service and further termination of your access to the App Emotionall, without prior notice, may immediately deactivate or delete your account and all related information and files storage in your account and/or bar any further access to such files or the Service. Furthermore, you agree that Emotionall will not be liable to you or any third party for any termination regarding your access to the Services. You may cancel your account at any time by sending an email to us at support@emotionall.co or following the correspondent procedure provided by the App.

12. General

12.1 These Terms of Service and the Privacy Policy constitute the entire agreement between you and Emotionall and govern your use of the App and the Service, superseding any prior agreements between you and Emotionall with respect to the Service. You also may be subject to additional terms and conditions that may apply when you use affiliate or third-party services, third party content or third-party software.

12.2 In the event that any provisions in these Terms of Service collide with Emotionall's Privacy Policy, such provisions will be interpreted in a way that does not result in collision between the agreements when possible. If the provisions are contradictory beyond interpretation, these Terms of Service will prevail over the Privacy Policy.

13. Governing law

These Terms of Service will be governed by the laws of the State of Florida of the United States of America without regard to its conflict of law provisions. With respect to any disputes or claims not subject to arbitration, as set forth in Section 10 above, you and Emotionall agree to submit to the

personal and exclusive jurisdiction of the state and federal courts located within Florida. The failure of Emotionall to exercise or enforce any right or provision of these Terms of Service will not constitute a waiver of such right or provision

14. Assignment.

You may not assign these Terms of Service without the prior written consent of Emotionall, but Emotionall may assign or transfer these Terms of Service, in whole or in part, without restriction.

15. Titles.

The section titles in these Terms of Service are for convenience only and have no legal or contractual effect.

16. Severability

If any provision of these Terms of Service is held illegal, invalid, or unenforceable, all other provisions of these Terms of Service will nevertheless be effective, and the illegal, invalid, or unenforceable provision will be considered modified such that it is valid to the maximum extent permitted by law.

17. Notices

17.1 Notices to you may be made via either email or regular mail. The Service may also provide notices to you of changes to these Terms of Service or other matters by displaying notices or links to notices generally on the Service.

17.2 Notices shall be made to the following email and address: support@emotionall.co