

Last Updated: August 7, 2026

These Terms of Service (“Terms”) govern your access to and use of the TreatAnyone, Inc. (“TreatAnyone,” “we,” “our,” or “us”) solution, and related products and services, including any content or information provided as part of the TreatAnyone solution, TreatAnyone or such related products, services or websites (collectively, the “Services”). By creating an account, accessing, or using the Services, or by clicking or signing to accept these Terms or any registration information or ordering document referencing these Terms, you agree to be bound by these Terms. If you do not unequivocally agree to these Terms, then you are expressly prohibited from using or accessing the Services and you must discontinue your access and/or use immediately.

These Terms, along with any registration information or ordering selection in the applicable ordering document between you and TreatAnyone, constitute the entire agreement between you and us regarding the Services and supersedes all prior agreements on the same subject (the “Agreement”). Unless otherwise specified herein, all provisions of these Terms are applicable to all users. Please consult our Privacy Policy for information on how we collect, use, and process personal information.

If you are using the Services on behalf of a company, organization, or other legal entity, then “you” means that entity and you are binding that entity to this Agreement. You hereby represent and warrant that you are authorized to accept these Terms on its behalf and to bind that entity to this Agreement.

IMPORTANT NOTICE: BY AGREEING TO THESE TERMS, YOU AGREE TO RESOLVE DISPUTES THROUGH BINDING ARBITRATION (NOT IN COURT), YOU WAIVE ANY RIGHT TO A JURY TRIAL, AND YOU WAIVE ANY RIGHT TO PARTICIPATE IN A CLASS ACTION. SEE SECTION 12 BELOW FOR DETAILS.

1. The Services
 - 1.1 TreatAnyone is a solution tailored to mental health practitioners to help them manage heavy clinical caseloads, including workflows to reflect the day-to-day activities of scheduling appointments, facilitating sessions, and documenting progress.
 - 1.2 We may add to, change or remove any part of these Terms, at any time with or without prior notice to you. It is your responsibility to check these Terms periodically for changes. If we make any material changes to these Terms, such changes will be posted to the Services and, upon your next login following a material change, you will be required to affirmatively accept the updated Terms by scrolling through and clicking “I Accept” before continuing to use the Services. For non-material changes, your use or continued use of the Services following the posting or notice of any changes to these Terms or any other posted policies shall constitute your acceptance of the changed Terms or policies.
 - 1.3 TreatAnyone reserves the right to modify, update, replace, suspend, limit, or discontinue the Services or any feature, module, support process, or package from time to time, including by replacing Services or packages with functionally equivalent Services or packages. TreatAnyone will use commercially reasonable efforts to avoid materially reducing the core functionality of Services purchased under the then-current Agreement between you and TreatAnyone during the applicable Subscription Term (as defined herein), but this Section does not limit TreatAnyone’s right to make changes for security, legal, operational, product-improvement, or platform-stability reasons.
 - 1.4 TreatAnyone does not provide medical, therapy, or counseling services, including any advice to you or your patients, and you are solely responsible for the provision of any such services and advice to your patients. Any information or materials that are posted on the Services or made available by TreatAnyone are for informational and educational purposes only and are not intended as professional

advice for you or your patients, and you assume full risk and responsibility for the use and dissemination of such information and materials. TreatAnyone does not endorse any products, items, services, methodologies or techniques.

- 1.5 The Services may contain links to or integrations with third-party websites, content, or services that are not under our control. We are not responsible for such third parties, including their content, accuracy, terms, policies, or actions. Your use of third-party services is entirely at your own risk and subject to their respective terms and privacy policies. Inclusion of a third-party link or integration does not imply endorsement. We disclaim all liability arising from your use of any third-party services, and you are solely responsible for reviewing applicable terms and assessing their suitability.
 - 1.6 Subject to your compliance with the terms of the Agreement, TreatAnyone may provide you with certain Services for free or on a trial basis (a “Free Access Subscription”) or with “alpha”, “beta”, or other early stage Services, integrations, or features (“Beta Release(s)”) for the Subscription Term set forth in the applicable Subscription Agreement (if applicable). This Section 1.7 and any relevant additional terms will apply to any Free Access Subscription or Beta Release (even if a Beta Release is provided for a fee or counts towards client’s scope of use allocations) and supersedes any contrary provision in this Agreement. TreatAnyone may use good faith efforts, in its discretion, to assist you with Free Access Subscriptions or Beta Releases. Without limiting the other disclaimers and limitations in this Agreement, TO THE EXTENT PERMITTED UNDER APPLICABLE LAW, YOU AGREE THAT ANY FREE ACCESS SUBSCRIPTION OR BETA RELEASE IS PROVIDED ON AN “AS IS” AND “AS AVAILABLE” BASIS WITHOUT ANY WARRANTY, SUPPORT, MAINTENANCE, STORAGE, SLA, OR INDEMNITY OBLIGATIONS OF ANY KIND. YOU FURTHER ACKNOWLEDGE AND AGREE THAT FREE ACCESS SUBSCRIPTIONS AND BETA RELEASES MAY NOT BE COMPLETE OR FULLY FUNCTIONAL AND MAY CONTAIN BUGS, ERRORS, OMISSIONS, AND OTHER PROBLEMS FOR WHICH TREATANYONE WILL NOT BE RESPONSIBLE. ACCORDINGLY, ANY USE OF A FREE ACCESS SUBSCRIPTION OR BETA RELEASE IS AT YOUR SOLE RISK. You may choose to use Free Access Subscriptions and Beta Releases at your sole discretion. TreatAnyone makes no guarantees or promises with respect to the continued availability of any Free Access Subscriptions or Beta Releases or that future versions of a Free Access Subscription or Beta Release will be released or will be available under the same commercial or other terms. TreatAnyone may discontinue Free Access Subscriptions or Beta Releases at any time, in our sole discretion, and decide not to make them generally available. Notwithstanding anything to the contrary herein, TreatAnyone may terminate your right to use any Free Access Subscription or Beta Release at any time for any reason or no reason in TreatAnyone’s sole discretion, without liability.
2. Account Registration; Authorized Users
 - 2.1 You must register for a TreatAnyone account or complete the applicable sign-up or onboarding process in order to access or receive the Services. Account information must be accurate, current, and complete. You agree to keep your account information up to date so that TreatAnyone may send notices, statements, and other information by email, through your account, or through the Services. You are solely responsible for all use of your accounts. TreatAnyone will not be liable for any loss or damage arising from unauthorized use of your account(s) not directly caused by TreatAnyone’s actions or omissions.
 - 2.2 The Services support: (a) personnel of the subscribing provider organization who have read and/or write access to the Services (“Provider Users”); (b) organizations or individuals who refer patients to you and who have read-only access to data scoped to their own referrals and limited approval workflow functionality (e.g., approving or denying treatment plan amendment requests) (“Referral Source Users”); and (c) personnel within a Referral Source User organization with broader access for oversight and audit purposes as granted by the Referral Source User organization (“Supervisory

Personnel”). “Authorized Users” means, collectively, you, Provider Users, Referral Source Users, and Supervisory Personnel.

2.3 Provider Users shall implicitly designate Referral Source Users by accepting their referrals and bear responsibility for ensuring that all consents, authorizations and releases (including under HIPAA and applicable state health privacy laws) required by applicable law have been obtained prior to enrolling the referred patients in TreatAnyone which results in sharing of the with or from Referral Source Users. Provider Users instruct and authorize TreatAnyone to make User Content (as defined below) available to Referral Source Users scoped to their own referrals. All User Content created by a Provider User in connection with a referral will be accessible to the applicable Referral Source User(s). In cases where the User Content requires internal approval by an authorized Provider User, such content will become accessible to the applicable Referral Source User(s) only after it has been approved. Provider Users are solely responsible for identifying and approving records that should be shared. For the avoidance of doubt, any person or organization from whom a Provider User accepts a referral shall be deemed an Authorized User for purposes of the Agreement.

2.4 If you are a Referral Source User, the additional terms in this Section 2.4 apply to your use of the Services. Your rights as a Referral Source User are implicitly granted by the acceptance of your referral by the Provider User. Referral Source Users may approve or deny certain requests such as treatment plan amendment requests submitted by Provider Users through the Services. Referral Source Users may not modify, delete, or create clinical User Content within the Services. Referral Source Users are permitted to modify personal User Content such as name, address, and contact information. Furthermore, Referral Source Users are also permitted to modify the designated primary referrer and any other stakeholders information for the patients referred by their organization. Referral Source Users represent that they have obtained the consents, authorizations and releases (including under HIPAA and applicable state health privacy laws) required by applicable law prior to accessing TreatAnyone. Referral Source Users shall be responsible for designating any Supervisory Personnel and shall be liable for any acts or omissions of any such Supervisory Personnel.

3. Your Responsibility; Prohibited Activities

3.1 You are solely responsible for your use of the Services and for complying with all applicable laws. Without limiting the foregoing, you agree not to: (a) submit false, fraudulent, or misleading information or impersonate others; (b) use the Services to violate any law or regulation; (c) interfere with the Services’ operation or attempt to bypass security measures; (d) reverse engineer, decompile, disassemble, or create derivative works from the Services, except to the extent such restriction is prohibited by applicable law; (e) use any automated means (including bots, scrapers, or crawlers) to access the Services except as expressly permitted; (f) infringe or violate intellectual property, privacy, or other rights of any third party; (g) use the Services for any purpose that is competitive with, or to develop or enhance any product or service that competes with, the Services or any services we offer; (h) upload malicious code, viruses, or other harmful content; (i) resell, sublicense, or otherwise make the Services available to third parties without our prior written consent; (j) publicly disseminate performance information, benchmarks, or other non-public information regarding the Services; (k) use the Services in any manner that could damage, disable, overburden, or impair the Services; or (l) reproduce, redistribute, or publicly perform any proprietary content, training materials, or video content made available through the Services, except as expressly authorized.

3.2 You warrant and represent that: (a) all information you provide to us is true, accurate, and complete; (b) you have all necessary rights and authorizations to provide such information and to grant us the rights described in these Terms; (c) your use of the Services will comply with all applicable laws and regulations; and (d) you will promptly notify us of any changes to the information you have provided. We may suspend or terminate your access for violations of the Agreement, suspected fraud, security risks, or as required by law.

4. Confidential Information

- 4.1 “Confidential Information” means code, inventions, know-how, product plans, technical and financial, business, operational, or other information exchanged under the Agreement or learned during the performance of the Agreement, or that is identified as confidential at the time of disclosure or should reasonably be considered confidential based on the circumstances surrounding the disclosure and the nature of the information disclosed. Except as otherwise expressly permitted in the Agreement, each party (as the receiving party) must: (a) hold in confidence and not disclose the other party’s Confidential Information to third parties; and (b) use the other party’s Confidential Information only as necessary to fulfill its obligations and exercise its rights under the Agreement. Each party may share the other party’s Confidential Information with its employees, agents, contractors, subcontractors, or Authorized Users having a legitimate need to know (which, for TreatAnyone, includes the subcontractors referenced in Section 13.5), provided that such party remains responsible for any recipient’s compliance with the terms of this Section 4 and these recipients are bound to confidentiality obligations no less protective than this Section.
- 4.2 These confidentiality obligations do not apply to (and Confidential Information does not include) information that: (a) is or becomes public knowledge through no fault of the receiving party; (b) was known by the receiving party prior to receipt of the Confidential Information; (c) is rightfully obtained by the receiving party from a third party without breach of any confidentiality obligation; or (d) is independently developed by the receiving party without using the disclosing party’s Confidential Information. A party may also disclose the other party’s Confidential Information to the extent required by law, subpoenas, or court orders, provided it uses commercially reasonable efforts to notify the other party (where permitted to do so) and cooperates in any effort by the other party to obtain confidential treatment for the information.
- 4.3 The parties acknowledge that disclosure of Confidential Information may cause substantial harm for which damages alone may be an insufficient remedy, and so upon breach of this Section, each party is entitled to seek appropriate equitable relief in addition to any other remedies it may have at law.

5. Intellectual Property

- 5.1 Subject to your compliance with the Agreement and payment of applicable fees, we grant you a limited, non-exclusive, non-transferable, revocable license to access and use the Services for your internal business purposes. Except as expressly permitted herein with respect to Authorized Users, the foregoing license does not include the right to sublicense, resell, or distribute access to the Services or any content made available through the Services.
- 5.2 You acknowledge that you are obtaining only a limited right to use the Services. No ownership rights are transferred to you under these Terms. We (or our licensors) exclusively retain all rights, title, and interest (including all intellectual property rights) in and to the Services, all related documentation, software, technology, code, know-how, logos, trademarks, service marks, templates, algorithms, models, and the underlying technology, processes, and methods used to generate any output, reports, or materials through the Services, and any updates, modifications, or derivative works of the foregoing (collectively, “TreatAnyone Technology”). For the avoidance of doubt, TreatAnyone Technology does not include User Content (as defined in Section 5.3).
- 5.3 As between you and TreatAnyone, and except for the limited rights granted herein, you own the information, materials, photos, or other content (the “User Content”) you provide TreatAnyone under this Agreement. Any User Content that you upload or otherwise provide to TreatAnyone in connection with the Services may be used by TreatAnyone in order to provide the Services. Accordingly, you grant to TreatAnyone, and all of its subsidiaries, affiliates, successors, and assigns, a worldwide, royalty-free, fully paid, sublicensable, non-exclusive, and transferable right to use, publish, reproduce,

distribute, modify, prepare derivative works of, adapt, publicly display and otherwise use the User Content to provide the Services. You are solely responsible for all User Content you share, provide, display, publish, or disseminate to others, whether such action was taken by us or you. By providing User Content to us, you represent and warrant that you are entitled to submit it and that it is not confidential and not in violation of any law, contractual restrictions or other third party rights (including any intellectual property rights).

- 5.4 You may from time to time identify problems, solutions to identified problems, provide suggestions, comments or other feedback related to our Services or otherwise relating to TreatAnyone (collectively, “Feedback”) to TreatAnyone. For any Feedback you provide to us, you hereby grant to TreatAnyone a worldwide, perpetual, irrevocable, sublicensable, royalty-free right and license to use, copy, disclose, license, distribute, and exploit any such Feedback in any manner without any obligation, payment, or restriction. You acknowledge and agree that all Feedback is and shall be given entirely voluntarily and TreatAnyone shall be free to use or disclose such Feedback for any purpose. You further acknowledge and agree that your Feedback does not contain confidential or proprietary information and you are not entitled to any compensation or reimbursement of any kind from TreatAnyone under any circumstances relating to such Feedback.

6. Data Sharing; Patient Information; Privacy

- 6.1 All Authorized Users are responsible for complying with the Health Insurance Portability and Accountability Act of 1996, as amended, and its implementing regulations (“HIPAA”) and any and all other federal and state laws and regulations relating to the privacy and security of protected health information (as defined by HIPAA), mental health information and other patient medical information (collectively, “Patient Information”).
- 6.2 Provider Users are responsible for obtaining consents, authorizations, and releases required by applicable law to access, use and disclose Patient Information in connection with the Services, and you represent to TreatAnyone that you have obtained such consents, authorizations and releases. Provider Users are responsible for monitoring the access to, use and disclosure of Patient Information by any Authorized Users. Provider Users are also responsible for training any Authorized Users on HIPAA and other laws and regulations relating to the privacy and security of Patient Information and for ensuring that Authorized Users use the Services in compliance with such laws and regulations. Provider Users represent and warrant that they have secured all necessary patient authorizations and legal consents required under HIPAA and applicable state health privacy laws before directing TreatAnyone to share Patient Information with Referral Source Users. Provider Users acknowledge that, under the applicable HIPAA framework, TreatAnyone acts as a business associate subcontractor at the Provider User’s direction, and that Provider Users bear all affirmative compliance obligations with respect to the authorization and lawfulness of any sharing of Patient Information with Referral Source Users. TreatAnyone will not verify the accuracy of any Patient Information that you access, use or disclose in connection with your use of the Services and you are solely responsible for the accuracy of the Patient Information. You represent and warrant that all Patient Information will be retained in compliance with your retention policies and applicable law.
- 6.3 In the event any User Content constitutes Patient Information, TreatAnyone acknowledges and agrees that it shall handle such information in accordance with all applicable laws, including HIPAA and any applicable state privacy laws. For more information about how we handle personal information and any data you provide to us, please see our Privacy Policy at, <https://www.treatanyone.com/privacy>.

7. Fees; Payments

- 7.1 If you purchase any Services that we offer for a fee (“Paid Services”), and unless otherwise specified in the ordering document or registration information between you and TreatAnyone, you agree to pay

the applicable fees for the Paid Services when due plus all related taxes, as set forth on the applicable ordering document or registration information between you and TreatAnyone. All applicable taxes are calculated based on the billing information you provide us at the time of purchase. Unless otherwise denoted, all fees are assessed in U.S. dollars.

- 7.2 You also agree that TreatAnyone and its third-party service providers providing payment processing services may store your payment information. We may charge your payment information for subsequent charges you authorize, such as account upgrades or other special charges authorized by you. If the payment method you use with us reaches its expiration date and you do not edit the applicable information or cancel such Paid Service, you authorize us to continue billing that payment method and you remain responsible for any uncollected amounts. You agree to reimburse us for all collection costs and interest for any overdue amounts. Failure to pay may result in the termination of your subscription.
- 7.3 If you purchase a subscription to a Paid Service, you will be billed for your first month on a pro-rated basis upon purchasing or upgrading to a subscription account, unless the applicable ordering document specifies otherwise. Unless otherwise set forth on an applicable ordering document or registration information incorporating these Terms, the Services are billed in arrears on a monthly basis and are non-refundable. You will be billed for every active case during a billing period at the active case rate. A case is considered active if it has at least one active enrollment during any portion of the billing period. You will be billed for inactive case during a billing period at the inactive case rate. A case is considered inactive if it does not have any active enrollments during any portion of the billing period. For any upgrade or downgrade in plan level, your payment information will automatically be charged the new rate on your next billing cycle in addition to the prorated change in the amount of your subscription for the remainder of the current billing cycle. Downgrading your plan level may cause the loss of features or capacity of your account. TreatAnyone does not accept any liability for such loss. Your subscription account shall automatically renew, provided that you may cancel the subscription any time before the end of the current billing period and the cancellation will take effect on the next billing period. You shall retain access to such Paid Services from the time you cancel until the start of the next billing period, but you will not receive a refund or credit for any days remaining in your current billing period.
- 7.4 You may cancel or suspend your Paid Services by contacting TreatAnyone at service@treatanyone.com. Unless expressly stated to the contrary, we do not guarantee refunds for lack of usage, dissatisfaction or any other reason.
- 7.5 TreatAnyone may offer certain customers Free Access Subscriptions to Paid Services. If you purchase a subscription to a Paid Service that includes a Free Access Subscription, you will receive free access to such Paid Service for the duration of the free trial period. At the end of the applicable Free Access Subscription trial period, you will be charged the price of the subscription for such Paid Service and may continue to be charged until you cancel your subscription. To avoid charges, you must cancel before the end of the Free Access Subscription trial period.
8. Disclaimers
- 8.1 EXCEPT FOR THE EXPRESS WARRANTIES SET FORTH HEREIN, THE SERVICES ARE PROVIDED "AS IS" AND "AS AVAILABLE," AND TREATANYONE MAKES NO REPRESENTATION OR WARRANTY, ORAL OR WRITTEN, EXPRESS OR IMPLIED, ARISING FROM COURSE OF DEALING, COURSE OF PERFORMANCE, USAGE OF TRADE, OR OTHERWISE, INCLUDING IMPLIED WARRANTIES OF MERCHANTABILITY, FITNESS FOR A PARTICULAR PURPOSE, TITLE, NON-INTERFERENCE, ACCURACY, OR NON-INFRINGEMENT. TREATANYONE DOES NOT WARRANT THAT THE SERVICES WILL BE AVAILABLE, WILL MEET YOUR REQUIREMENTS OR WILL OPERATE IN AN UNINTERRUPTED, ERROR-FREE OR COMPLETELY SECURE MANNER OR THAT ERRORS OR DEFECTS WILL BE

CORRECTED. YOU ARE SOLELY RESPONSIBLE FOR THE RESULTS OBTAINED FROM THE SERVICES AND FOR ANY RELIANCE ON, AND DECISIONS RELATING TO, THE SITE, INCLUDING ANY ERRORS, OMISSIONS, INACCURACIES, OR INTERRUPTIONS.

- 8.2 Actual service coverage, speeds, locations and quality may vary. TreatAnyone will attempt to provide the Services at all times, except for limited periods for maintenance and repair. However, the Services may be subject to unavailability for a variety of factors beyond our control, including force majeure events as detailed in Section 13.8 below. Delays or omissions may occur. We are not responsible for data, messages or pages lost, not delivered, delayed or misdirected because of interruptions or performance issues with the Services or communications services or networks. For the avoidance of doubt, the accuracy and timeliness of data received is not guaranteed.
- 8.3 Some jurisdictions do not allow limitations on implied warranties. In such cases, the above limitations will apply to the maximum extent permitted by applicable law, and any statutorily required warranties shall be limited to the shortest period and maximum extent permitted by law.
- 9. Indemnification
 - 9.1 You agree to defend and hold the TreatAnyone, its affiliates, employees, agents, representatives, licensors or other third-party providers (the "TreatAnyone Parties") harmless from any claim or demand, including reasonable attorneys' fees, made by any third party arising out of or relating to (i) any violation of the Agreement by you; (ii) User Content or any other content or material you submit or otherwise transmit through our Services; (iii) your violation of any rights of another; or (iv) your use of the Services. You agree to indemnify the TreatAnyone Parties for all finally awarded damages by a court of competent jurisdiction related to claims 9.1(i)-(iv).
 - 9.2 TreatAnyone may participate in the defense of any claim through counsel of our own choosing. TreatAnyone reserves the right, at its own expense, to assume the exclusive defense and control of any matter otherwise subject to defense by you. You may not settle any claim without our prior written consent if the settlement does not fully release us from liability or would require us to admit fault, pay any amounts, or take or refrain from taking any action.
- 10. Limitation of Liability
 - 10.1 TO THE MAXIMUM EXTENT PERMITTED BY LAW, UNDER NO CIRCUMSTANCES WILL THE TREATANYONE PARTIES BE LIABLE TO YOU OR ANY OTHER PERSON FOR ANY INDIRECT, INCIDENTAL, PUNITIVE, SPECIAL, EXEMPLARY OR CONSEQUENTIAL DAMAGES ARISING OUT OF THE USE, INABILITY TO USE, OR THE RESULTS OF USE OF OUR SERVICES, WHETHER BASED ON WARRANTY, CONTRACT, TORT (INCLUDING NEGLIGENCE), OR ANY OTHER LEGAL THEORY; INCLUDING WITHOUT LIMITATION DAMAGES RESULTING FROM LOST PROFITS, LOST DATA, LOSS OF BUSINESS OR BUSINESS INTERRUPTION, WHETHER DIRECT OR INDIRECT.
 - 10.2 TO THE MAXIMUM EXTENT PERMITTED BY LAW, OUR TOTAL AGGREGATE LIABILITY FOR ANY CLAIMS ARISING OUT OF OR RELATED TO THE SERVICES SHALL NOT EXCEED ONE HUNDRED DOLLARS (\$100). THESE LIMITATIONS APPLY TO ANY THEORY OF LIABILITY, WHETHER IN CONTRACT, TORT (INCLUDING NEGLIGENCE), STRICT LIABILITY, OR OTHERWISE, AND EVEN IF ANY LIMITED REMEDY IN THE AGREEMENT IS FOUND TO HAVE FAILED OF ITS ESSENTIAL PURPOSES.
 - 10.3 EACH PARTY ACKNOWLEDGES AND AGREES THAT THIS SECTION IS A FUNDAMENTAL BASIS OF THE BARGAIN AND A REASONABLE ALLOCATION OF RISK BETWEEN THE PARTIES. EACH PROVISION OF THESE TERMS THAT PROVIDES FOR A LIMITATION OF LIABILITY, DISCLAIMER OF WARRANTIES, OR EXCLUSION OF DAMAGES IS INTENDED TO AND DOES ALLOCATE THE RISKS BETWEEN THE PARTIES

UNDER THESE TERMS. THIS ALLOCATION IS AN ESSENTIAL ELEMENT OF THE BASIS OF THE BARGAIN BETWEEN THE PARTIES.

- 10.4 Some jurisdictions do not allow certain limitations of liability. In such cases, our liability will be limited to the maximum extent permitted by law. Nothing in this Section excludes liability for fraud or for death or personal injury to the extent caused by a party's negligence.
- 11. Suspension; Termination
 - 11.1 TreatAnyone may suspend or terminate your (or any Authorized User's, as applicable) access to the Services, remove any User Content, or disable any third-party integrations if: (a) your account is overdue; (b) you breach Section 3 (Your Responsibility; Prohibited Activities); or (c) suspension is necessary to prevent harm or liability to other clients of TreatAnyone or third parties or to preserve the security, stability, availability, or integrity of the Services. TreatAnyone will have no liability for taking action as permitted above. For avoidance of doubt, you will remain responsible for payment of fees during any suspension period other than for any suspension that: is not due to any fault by you. Unless the Agreement has been terminated, TreatAnyone will cooperate with you to restore access to the Services once it verifies that you have resolved the condition requiring suspension.
 - 11.2 You may stop using the Services at any time. You may cancel your account or subscription by contacting us at service@treatanyone.com or through your account settings. Cancellation will take effect at the end of your subscription term, as set forth in the applicable ordering document or registration information between you and TreatAnyone, (the "Subscription Term") and you will retain access to the Services until that date. No prorated refunds will be issued for any partial billing period. Any fees paid prior to cancellation are non-refundable except as otherwise required by applicable law.
 - 11.3 Upon expiration or termination of the Agreement: (a) any license rights granted to you will terminate; (b) you must immediately cease use of the Services and delete or, at TreatAnyone's request, return all TreatAnyone documentation, scripts, passwords, access codes, and other TreatAnyone confidential information in your possession, custody, or control; and (c) your right to access User Content in the applicable Services will cease, and TreatAnyone may delete such data in its possession in accordance with its standard retention practices and applicable law. Except where the Agreement specifies an exclusive remedy, all remedies under this Agreement are cumulative and not exclusive of any other available rights or remedies.
 - 11.4 Sections of these Terms that by their nature should survive termination will continue in effect, including without limitation Section 3 (Your Responsibility; Prohibited Activities), 4 (Confidential Information), 5 (Intellectual Property), 7 (Fees; Payments), 8 (Disclaimers), 9 (Indemnification), 10 (Limitation of Liability), 12 (Dispute Resolution; Arbitration; Class Action Waiver), and 13 (General).
- 12. Dispute Resolution; Arbitration; Class Action Waiver

PLEASE READ THIS SECTION CAREFULLY. IT AFFECTS YOUR LEGAL RIGHTS.

- 12.1 Before filing a claim against us, you agree to try to resolve the dispute informally by contacting us at TreatAnyone, Inc., 1503 Macdonald Avenue, Suite A-29, Richmond, CA 94801, Attn: Legal Department, with "Dispute" in the subject line and a description of your claim. If we cannot resolve the dispute within sixty (60) days, either party may proceed as described below.
- 12.2 Any dispute, controversy, or claim arising out of or relating to the Agreement, or the breach, termination, enforcement, interpretation, or validity thereof, including the determination of the scope or applicability of this agreement to arbitrate, shall be determined by binding arbitration administered by the American Arbitration Association ("AAA") in accordance with its Commercial Arbitration Rules

then in effect. The arbitration shall be conducted by a single arbitrator in San Francisco, California (or, at the election of the claimant, in the county where the claimant's principal place of business is located). The arbitrator's award shall be final and binding, and judgment thereon may be entered in any court having jurisdiction.

- 12.3 YOU AND WE EACH AGREE THAT ANY PROCEEDINGS TO RESOLVE DISPUTES WILL BE CONDUCTED SOLELY ON AN INDIVIDUAL BASIS AND NOT IN A CLASS, CONSOLIDATED, OR REPRESENTATIVE ACTION. IF FOR ANY REASON A CLAIM PROCEEDS IN COURT RATHER THAN IN ARBITRATION, BOTH YOU AND WE WAIVE ANY RIGHT TO A JURY TRIAL. YOU ALSO WAIVE YOUR RIGHT TO PARTICIPATE AS A PLAINTIFF OR CLASS MEMBER IN ANY PURPORTED CLASS ACTION, COLLECTIVE ACTION, OR REPRESENTATIVE PROCEEDING.
- 12.4 The following claims are not subject to the arbitration provisions of this Section: (a) claims for injunctive or equitable relief; (b) claims to protect intellectual property rights or confidential information; and (c) small claims court actions where applicable.
- 12.5 You may opt out of this arbitration agreement by sending written notice to TreatAnyone, Inc., 1503 Macdonald Avenue, Suite A-29, Richmond, CA 94801, Attn: Legal, within thirty (30) days of first accepting these Terms. If you opt out, neither you nor we will be required to arbitrate disputes under this Section, but all other provisions of these Terms will remain in effect.
13. General
- 13.1 Assignment. The Agreement will bind and inure to the benefit of each party's permitted successors and assigns. You may not assign or transfer your rights or obligations under the Agreement without our prior written consent. We may assign the Agreement without restriction, including to an affiliate or in connection with a merger, acquisition, reorganization, or sale of all or substantially all of our assets or equity interests. Any attempted assignment in violation of this Section 13.1 will be null and void.
- 13.2 Notices. Any notice or communication to TreatAnyone under the Agreement must be in writing to TreatAnyone at 1503 Macdonald Avenue, Suite A-29, Richmond, CA 94801, Attn: Legal Department, or by email at info@treatanyone.com, unless TreatAnyone designates another notice address. TreatAnyone may send notices to the email addresses on your account or, at TreatAnyone's option, to your last-known postal address. TreatAnyone may provide operational notices regarding the Services or other business-related notices through conspicuous posting on TreatAnyone's website or Services. Each party consents to receipt of electronic notices, and electronic notices satisfy any legal requirement that communications be in writing.
- 13.3 Publicity. Unless otherwise specified in the applicable ordering document between you and TreatAnyone, TreatAnyone may use your name, logo, and marks to identify you as a TreatAnyone customer on TreatAnyone's website and other marketing materials.
- 13.4 TreatAnyone Communication with You. You agree that TreatAnyone may send transactional, operational, billing, support, security, legal, product, and marketing communications to the email address and other contact information you provide to TreatAnyone. You will keep your contact information up to date and will notify TreatAnyone promptly if your contact information changes. You may opt out of marketing communications as permitted by applicable law, but operational and service-related communications may be necessary to provide the Services.
- 13.5 Subcontractors. TreatAnyone may use subcontractors and permit them to exercise the rights granted to TreatAnyone in order to provide the Services and related services under this Agreement. Except as otherwise set forth herein, TreatAnyone will not be required to obtain your consent or provide notice of such subcontracting or delegation. For the avoidance of doubt, TreatAnyone remains responsible

for the performance of its obligations or the exercise of its rights under this Agreement regardless of any subcontracting or delegation.

- 13.6 Subpoenas. Nothing in the Agreement prevents TreatAnyone from disclosing User Content, including your data, to the extent required by law, subpoenas, or court orders, but TreatAnyone will use commercially reasonable efforts to notify you where permitted by law.
- 13.7 Independent Contractors. The parties are independent contractors, and the Agreement does not create a partnership, joint venture, employment, franchise, agency, or fiduciary relationship. Neither party has the power to bind the other or incur obligations on the other party's behalf without the other party's prior written consent.
- 13.8 Force Majeure. Neither party will be liable for any delay or failure to perform our obligations (except payment obligations) due to events beyond its reasonable control, including acts of God, war, terrorism, natural disasters, epidemics, pandemics, government actions or orders, labor disputes, internet or telecommunications failures, power failures, third-party service provider outages, or cyberattacks.
- 13.9 Amendments; Waivers. TreatAnyone may update these Terms from time to time as described in Section 1.2. Except as otherwise described herein, any modification, supplementation, replacement, novation, or amendment to the Agreement must be made in writing and signed by duly authorized representatives of each party. No waiver will be implied from conduct or failure to enforce or exercise rights under the Agreement. Waivers must be made in writing and executed by a duly authorized representative of the waiving party.
- 13.10 Severability. If any provision of the Agreement is held invalid or unenforceable, that provision will be enforced to the maximum extent permissible, and the remaining provisions will remain in full force and effect.
- 13.11 Entire Agreement. The Agreement constitutes the entire agreement between you and us regarding the Services and supersedes all prior agreements on the same subject. The terms of the United Nations Convention on Contracts for the Sale of Goods do not apply to the Agreement. The Uniform Computer Information Transactions Act (UCITA) will not apply to the Agreement regardless of when or where adopted. Any terms provided by you (including as part of any purchase order or other business form used by you) are for administrative purposes only and have no legal effect.
- 13.12 Headings. The headings used in these Terms are for ease of reference only. They are not intended as a complete restatement of the matters contained under each heading, and you acknowledge that you have read and understand all the text of these Terms, and not just the headings.
- 13.13 No Third-Party Rights. Nothing in the Agreement confers on any third party the right to enforce any provision of the Agreement. You acknowledge that each subscription only permits use by and for the legal entity or entities identified in the applicable ordering document, and / or registration information, and any Authorized Users.
- 13.14 Attorneys' Fees. In any action to enforce the Agreement, the substantially prevailing party will be entitled to recover its reasonable attorneys' fees and costs.
- 13.15 Counterparts; Electronic Transmission. The Agreement may be executed in counterparts, each of which will constitute an original, and all of which will constitute one and the same instrument. A facsimile or other reproduction of the Agreement may be executed by one or more parties hereto, and an executed copy of the Agreement may be delivered by one or more parties hereto by facsimile or similar electronic transmission device pursuant to which the signature of or on behalf of such party

can be seen, and such execution and delivery will be considered valid, binding and effective for all purposes. At the request of any party hereto, all parties hereto agree to execute an original of the Agreement as well as any facsimile or other reproduction hereof.

- 13.16 Governing Law; Jurisdiction and Venue. The Agreement is governed by the laws of the State of California, without regard to conflict of law principles. The exclusive jurisdiction and venue for actions related to the Agreement (to the extent not subject to arbitration) will be the state courts and federal courts located in San Francisco, California. The parties each hereby consent to the jurisdiction and venue in San Francisco, California and waive any objections to such jurisdiction and venue.