

TERMS OF USE (April 2021)

Welcome to the Terms of Use (including any future modifications, the “**Terms**”) for websites, software, applications, content, games, interactive TV, or other products and online services which include these Terms or a link to these Terms (including all Content therein, the “**Come To Yourself Services**”). The Come To Yourself Services are made available to you by Come To Yourself, LLC, its affiliated companies (including successors assigns, “**Come To Yourself**,” “**we**,” “**us**” or “**our**”) and/or third parties. These Terms set out the agreement between us and you regarding how you can use the Come To Yourself Services and what responsibilities you and we have to each other. **PLEASE READ THESE TERMS OF USE CAREFULLY BEFORE USING THE COME TO YOURSELF SERVICES. THEY CONTAIN IMPORTANT INFORMATION REGARDING YOUR LEGAL RIGHTS INCLUDING MANDATORY ARBITRATION, NO CLASS RELIEF AND WAIVER OF YOUR RIGHT TO A JURY TRIAL.** By accessing or using any of the Come To Yourself Services you agree to these Terms. If you do not agree to these Terms, please do not access or use the Come To Yourself Services.

1. Terms and Modifications

These Terms are a contract between you and Come To Yourself. These Terms include our [Privacy Policy](#), which is hereby incorporated by reference (“**Privacy Policy**”). Our [Privacy Policy](#) explains how we may collect, maintain and disclose data regarding you and others.

Separate, additional terms may also apply to Come To Yourself Services (“**Additional Terms**”). Any Additional Terms will be posted in connection with the applicable Come To Yourself Services. Applicable Additional Terms are hereby incorporated into these Terms by reference. Where any direct conflict exists between these Terms and any Additional Terms, the Additional Terms will control, provided that our [Privacy Policy](#) will control over any contradictory Additional Terms or provisions of these Terms.

EACH TIME YOU ACCESS OR USE THE COME TO YOURSELF SERVICES YOU ARE ENTERING INTO A NEW AGREEMENT ON THE THEN-APPLICABLE TERMS. We may modify these Terms on a prospective basis at any time in our sole discretion and post the changes and such changes will be effective thirty (30) days following either our notification to you or our posting of the changes on the Come To Yourself Services. Your continued access or use of the Come To Yourself Services after we post changes to these Terms, will be deemed as irrevocable acceptance of these Terms as modified. You agree to be notified of changes to these Terms via postings of updates on the Come To Yourself Services (or in any other reasonable manner of notice which we elect).

2. Eligibility, Registration and Accounts

This Come To Yourself Service is for users who are over the age of 13 and reside in the United States (including its territories and possessions) or those outside the United

States that consent to use the Come To Yourself Services in accordance with U.S. laws, these Terms and the [Privacy Policy](#). You may not access or use the Come To Yourself Services if you are barred from receiving them under these Terms or the laws of the United States or any other applicable jurisdiction. By accessing or using the Come To Yourself Services, you warrant that you have legal capacity to enter into these Terms (i.e., that you are of sufficient age and mental capacity and are otherwise legally able to bind yourself to these Terms) or you have obtained permission from your parent or guardian and otherwise meet the eligibility criteria set forth above. Some Come To Yourself Services may have specific age requirements and you may not access any age-restricted Come To Yourself Services unless you are of the required age.

You may be required to provide registration information in order to access the Come To Yourself Services. You must provide correct, current and complete information. You are responsible for updating and maintaining the truth and accuracy of such information. You agree that we may take steps to verify the information you provide, including contact information for a parent or guardian.

The Come To Yourself Services and any user names or passwords you use to access the Come To Yourself Services (“**Passwords**”) are for individual use only. Your account is personal to you and you may not transfer it to any other party. You are solely responsible for maintaining the security and confidentiality of your Passwords and you agree to immediately notify us of any unauthorized use of your Passwords or other security breaches.

We have the right to suspend your account or change your user name for any reason, including due to a violation of these Terms.

3. The Come To Yourself Services; Consent to Electronic Communications

The Come To Yourself Services are constantly evolving and may change over time. We may change, suspend or discontinue any or all aspects of the Come To Yourself Services at any time for any reason without notice or liability to you. You acknowledge that you have no expectation of continued availability of the Come To Yourself Services. We have the right to suspend or terminate access to the Come To Yourself Services and your accounts on the Come To Yourself Services, including due to a violation of these Terms.

The Come To Yourself Services may include sweepstakes, contests, and promotions, which may also have additional rules and eligibility requirements, such as certain age or geographic area restrictions. You are responsible for complying with these rules and requirements.

By using the Come To Yourself Services, you consent to receive electronic communications from us. These communications may involve sending emails to your email address provided during registration, or posting communications on the Come To Yourself Services and may include notices about your account (e.g., payment authorizations, changes in password or payment method, confirmation of e-mails and other transactional information) and are part of your relationship with us. You agree that any notices, agreements, disclosure or other communications that we send to you

electronically will satisfy any legal communication requirements, including that such communications be in writing. You should maintain copies of electronic communications by printing a paper copy or saving an electronic copy.

4. Content

Come To Yourself Services may include content and other materials supplied by Come To Yourself and third parties (“**Content**”). As between us and you, we own all rights in the Come To Yourself Services and Content. Nothing grants you any rights in the Come To Yourself Services or Content except as set forth in these Terms, including applicable Additional Terms.

The availability of Content on the Come To Yourself Services may change from time to time and from place to place. You consent to us and our third party providers determining your geographic location for purposes of providing the Come To Yourself Services. Your location may not be accurately identified by our technology, so you may be unable to access certain features and Content even if you are located in an area where we intend to provide you access. We will not be liable to you for limitations or restrictions on access to Content, including any blackouts, location or device-based limitations, Content-viewing windows, or other limitations regarding availability of Content to you.

Some aspects of the display of Content (e.g., high definition for TV shows or movies, speed to initiate viewing) may vary from device to device, and may be affected by factors such as your location, the configuration of your device and the speed of your internet connection. We make no representations or warranties about the quality of your viewing experience on your device or other display.

Streaming Come To Yourself Services may be subject to a maximum number of simultaneous streams (as may be measured across all Content available on or through the Come To Yourself Services) at any time, regardless of the number of devices that we permit you to use with the applicable Come To Yourself Services. We may change the maximum number of simultaneous streams of Content at any time in our sole discretion.

5. Permitted Uses

We grant you a limited, non-exclusive, non-transferable license to access and use the Come To Yourself Services solely for personal and non-commercial uses.

6. Paid Subscriptions and Credits

We provide some of the Come To Yourself Services to you free of charge and other Come To Yourself Services require payment. We may charge a fee for any portion of the Come To Yourself Services. You must be at least 18 years old or have obtained permission from your parent or guardian in order to make any purchases of, on or through the Come To Yourself Services. We will provide you with advance notice of all fees we charge and any changes to our fees. If you continue to use the Come To

Yourself Services after a fee has been imposed or increased, you agree to pay the fee or increase.

Some Come To Yourself Services require paid subscriptions to access. If you sign up for a subscription, you agree that your subscription may be automatically renewed and, except as otherwise stated in applicable Additional Terms, unless you cancel your subscription, you authorize us to charge your payment method for the next subscription period. If you terminate a subscription, you may be responsible for the full amount of the subscription payments for the subscription period in which your termination was effective.

When you provide payment information, you represent and warrant that the information is accurate and that you are authorized to use the payment method provided. You must notify us of any changes to your payment information. We may use third party credit card updating services to obtain current expiration dates on credit cards.

If you do not pay any fees when due, (i) you remain liable for the fees as well as any costs we incur in collecting the fees, including attorney and collections fees, (ii) you authorize us to continue charging your chosen payment method and (iii) we may suspend or terminate your access to the Come To Yourself Services.

a. Digital Items

Purchases of usage subscriptions and other virtual currency including credits, points and any virtual items available on the Come To Yourself Services (collectively “**Digital Items**”) are non-refundable, have no monetary value (i.e., are not a cash account or equivalent), and are purchases of only a non-exclusive, revocable, non-assignable and non-transferable right to use the Digital Item. All Digital Items are our Content and you have no proprietary or monetary interest in your Digital Items. We may immediately suspend or terminate your rights to Digital Items in our sole discretion without notice or liability. We may establish limits on Digital Items like expiration dates or maximum amounts. We may also modify Digital Items in our sole discretion, and such modifications may make the Digital Items more or less valuable or functional.

You may not transfer, sell, purchase, barter, or trade Digital Items or attempt or offer to do so. Any attempted transfer will be null and void. If we suspend or terminate your Digital Items, you forfeit those Digital Items except as may be set forth in Additional Terms (such as refund policies that may apply to a subscription service). Except as may be set forth in Additional Terms or as required by applicable law, we are not responsible for repairing or replacing any modified, suspended or terminated Digital Items or for providing any credit, refund or other sum related to Digital Items.

b. Payment Processors

When you purchase Come To Yourself Services, you may be required to provide personal information to an independent third party payment processor, as further described in our [Privacy Policy](#). If the payment processor is responsible for the treatment of your personal information, the collection, transmission and processing of

your personal information will be governed by that payment processor's privacy policy. We are not responsible for any damages relating to your placement of an order with a payment processor and, except as otherwise agreed, we will not provide refunds for such purchase. You are responsible for all such transactions and any associated charges. In addition, if a payment processor experiences a data breach that affects your information, we will not be responsible for such breach.

c. Right of Cancellation

Depending on your location, applicable law may grant you a right to cancel Come To Yourself Services (including subscriptions) that you purchase. If applicable law grants you such a right (e.g., for users in the European Union,) then the following terms in this "Right of Cancellation" section apply to you. **This section does not apply to other users and does not create or convey to you any rights in addition to the rights you may have under applicable law.**

- If you purchase a subscription to one of the Come To Yourself Services, you have the right to cancel your contract and receive a full refund of the subscription fee for those Come To Yourself Services provided that you cancel those Come To Yourself Services within 14 days of the day we accept your order, or until you start downloading or streaming any Content under the subscription, if earlier. For semi-annual and annual subscriptions, if we receive your notice of cancellation within 30 days after the first day of your initial billing, you will receive a refund of the subscription fee. If we refund your subscription fee, you will still be required to pay any other charges incurred. If you wish to cancel, you must follow the cancellation instructions for the particular Come To Yourself Service.
- When you purchase a license to access, view or download Content or Digital Items, you may be given an opportunity to consent to the access, streaming or download at the time of purchase. If you provide this consent, you will lose your right to cancel and the license purchase fee may not be refunded.

d. Promotional Codes

Promotional codes for certain Come To Yourself Services or Content may be available, including as part of promotions by third parties. You may redeem promotional codes according to the rules for that promotion. Promotional codes can only be used once, cannot be redeemed for cash, and may not be combined with other offers. If you received a promotional code through an offer by a third party, additional conditions may apply.

e. Trial Periods

We may provide a limited free trial period ("**Trial Period**") to certain users regarding certain Come To Yourself Services. We are not required to offer Trial Periods and we determine your eligibility for a Trial Period in our sole discretion. Trial Periods may be subject to Additional Terms

If we provide you with a Trial Period, then you must provide valid payment method information in order to use the applicable Come To Yourself Services during the Trial Period. We will not charge you for those Come To Yourself Services subject to a Trial Period. If you do not cancel the applicable Come To Yourself Services by the end your Trial Period, you authorize us to automatically charge your payment method for Come To Yourself Services subsequent to the Trial Period (e.g., for each of the following payment periods for a subscription Come To Yourself Service until terminated). WE MAY NOT SEND YOU NOTICE THAT YOUR TRIAL PERIOD HAS ENDED OR THAT YOUR PAYMENTS HAVE BEGUN. IF YOU WISH TO AVOID CHARGES ATO YOUR PAYMENT METHOD, YOU MUST CANCEL THE TRIAL PERIOD PRIOR TO THE END OF YOUR TRIAL PERIOD. You may only have one Trial Period for an Come To Yourself Service before you must begin paying for that Come To Yourself Service. If you exceed this limit, we may charge your chosen payment method for any Trial Period after the first or suspend your use of the Come To Yourself Services, in our sole discretion.

7. **Wireless and Location-Based Features; Social Media Plug-ins**

a. Wireless Features.

The Come To Yourself Services may offer certain features and services that are available via your wireless device, such as the ability to access certain features, receive messages from the Come To Yourself Services, upload content to the Come To Yourself Services or download applications to your wireless device (collectively, “**Wireless Features**”). Your carrier may prohibit or restrict certain Wireless Features, certain Wireless Features may be incompatible with your carrier or wireless device and your carrier may charge you fees based on your use of the Wireless Features. We are not responsible for any charges from your carrier or other third parties.

If you register for any Wireless Features, you agree that (i) we may send communications to your device regarding us or other parties in connection with those Wireless Features and (ii) you will update your account on the Come To Yourself Services to notify us of any changes to your wireless contact information (including phone number).

b. Location-Based Features

If you use Come To Yourself Services on mobile devices (“**Mobile Apps**”) that are location-enabled, we may collect and process information about your actual location. Some Come To Yourself Services and Mobile Apps may not function without access to location information. If GPS, geo-location or other location-based features on your device are enabled, your device location will be tracked and treated in accordance with our Privacy Policy. In addition our Mobile Apps may collect your device location information in order to provide requested location services and provide functions such as tagging or check-in at a location.

Some Mobile Apps or features allow you to disable location-based features or manage preferences related to them. You can also terminate device location tracking by us through Mobile Apps by uninstalling the applicable Mobile Apps. The location-based services offered in connection with our Mobile Apps or features are for individual use only and should not be used or relied on (i) as an emergency locator system, (ii) while operating a vehicle, (iii) in connection with any hazardous environments requiring fail-safe performance or (iv) in any other situation in which the failure or inaccuracy of the location-based services could lead to death, personal injury or severe physical or property damage. The location-based services are not suited or intended for family finding purposes, fleet tracking, or any other type of business or enterprise use.

c. Social Media Plug-Ins.

Some Come To Yourself Services include integrated plug-ins of social networks such as Facebook and Twitter. These plug-ins are clearly marked (e.g., with a Facebook button). If you click on one of these buttons or links, your browser will connect directly to the servers of the relevant social network. If you are registered to the relevant social network and logged into your account, that social network receives the information that the web page was viewed by you. If you interact with a social network plug-in (e.g., you use the Facebook “Like” feature) or add a comment on the applicable Come To Yourself Service, the corresponding information is directly transmitted to the relevant social network from your browser. If you are not registered with the social network or you are logged out before you visit the Come To Yourself Services, it is possible that at least your IP address will be submitted to and stored by the social network. If you interact with us through a social media platform, plug-in etc., then you may be permitting us to have on-going access to certain information from your social network profile (such as name, social networking id page, email address, photo, gender, location, the people/sites you follow etc.).

If you don't want the social network to collect the information about you described above, or to share it with us and other third parties, please review the privacy policy of the relevant social network and/or log out of the relevant social network before you visit or use the Come To Yourself Services. As with other sites, you may be able delete any existing cookies placed on your computer by the social network via your browser. See our [Privacy Policy](#) to find out more about how our Sites and plug-ins to social media networks may collect, use and disclose data regarding your use of the Come To Yourself Services.

8. Prohibited Actions

You may not make any uses of the Come To Yourself Services except as specifically authorized by Come To Yourself in writing and you may not use the Come To Yourself Services in violation of any applicable laws or regulations. Except as expressly authorized by Come To Yourself in writing, you may not copy, download, stream, capture, reproduce, duplicate, archive, distribute, upload, publish, modify, translate, broadcast, perform, display, sell, make available, frame, deep-link to, transmit or re-transmit the Come To Yourself Services, any part thereof, or any materials derived

therefrom, except as set forth in these Terms, applicable Additional Terms, or as otherwise agreed in writing between us and you. You may not use the Come To Yourself Service for any business or commercial purposes or otherwise build a business based on any portion of the Come To Yourself Services. You may not disable, remove or otherwise circumvent through any means: (i) proprietary rights notices or indications of source (e.g., © or ™) in the Come To Yourself Services; (ii) any digital rights management, content protection or access control measure associated with the Come To Yourself Services; or (iii) any advertisement on the Come To Yourself Services. You may not use any software or services in connection with the Come To Yourself Services that are intended or function to block or obstruct any advertisements of any kind. You are prohibited from disabling, modifying, interfering with or otherwise circumventing any technology to allow users to view Content without: (i) displaying visibly both Content and all surrounding elements (including the graphical user interface, any advertising, copyright notices, and trademarks); and (ii) having full access to all functionality permitting viewing of Content, including, without limitation, all video quality and display functionality and all interactive, elective or click-through advertising functionality.

You may not insert any code into or manipulate the Come To Yourself Services in any way except as explicitly authorized by us in writing. You may not use any manual or automated software robots, spiders, crawlers or other tools to access, scrape, aggregate or otherwise use the Come To Yourself Services or any part thereof. You may not impose an unreasonable burden or load on the Come To Yourself Services or their infrastructure.

You are responsible for your use of the Come To Yourself Services and all materials you upload, post, transmit or otherwise distribute or facilitate the distribution on or through Come To Yourself Services (“**Upload**”). The following prohibitions apply to your conduct and communications on or through the Come To Yourself Services:

- No Interference. You may not interfere with any other user’s ability to use or enjoy the Come To Yourself Services.
- No Bullying. You may not threaten, abuse, harass or invade the privacy of any third party.
- No Blocking. You may not cover, remove, block or obscure any Content, advertisements or other portions of the Come To Yourself Services.
- No Unlawful or Inappropriate Postings. You may not Upload any content or material that is (i) fraudulent, (ii) infringing on the rights of any third party, (iii) libelous, defamatory, obscene, pornographic, profane, indecent or otherwise inappropriate (including images of a sexual nature) or (iv) otherwise unlawful.
- No Viruses or Malicious Code. You may not Upload a software virus or any other computer code or materials that may (i) disrupt, damage, or limit the functioning of the Come To Yourself Services or any computer software, hardware or telecommunications equipment associated with the Come To Yourself Services, or (ii) obtain unauthorized access to the Come To Yourself Services or any data or other information of ours or of any third party.

- No Unauthorized Access. You may not attempt to gain unauthorized access to other computer systems or networks connected to the Come To Yourself Services.
- No Cheating. You may not use any software or device that allows automated gameplay, expedited gameplay or other manipulation and you agree not to cheat or otherwise modify an Come To Yourself Service or game experience to create an advantage for one user over another.
- No Advertising. Except as otherwise agreed between us and you in writing, you may not use the Come To Yourself Services in any way (i) to advertise any commercial endeavor or otherwise engage in any commercial activity (e.g., offering products or services, conducting raffles or contests or displaying sponsorship banners) or (ii) that solicits funds, advertisers or sponsors, whether or not for profit.
- No SPAM. You may not Upload unsolicited bulk communications of any kind. For instance, you may not send “mailbombs” (i.e., emailing copies of a single message to many users, or sending large or multiple files or messages to a single user with malicious intent) or “spam” (i.e., unsolicited emailing for business or other purposes).
- No Collection of Personal Information From Other Users and No Commercial Use. You may not solicit or collect information about other users of the Come To Yourself Services or use any such information (i) for unauthorized or unsolicited advertising, junk or bulk email, chain letters, or any other form of unauthorized solicitation or (ii) for any other commercial purposes.
- No Impersonation or Misrepresentation. You may not impersonate any other person or entity. You may not manipulate headers or identifiers to disguise you or the origin of your User Content (as defined below). You may not misrepresent your professional or other affiliation with us or with any other party. You may not use the Come To Yourself Services in a manner that suggests an association with our products, services or brands except as agreed by us in writing.
- No Criminal or Unlawful Conduct. You may not use any portion of the Come To Yourself Services for any unlawful purpose and you may not encourage or facilitate conduct that would constitute a criminal offense or give rise to civil liability.

You may not attempt any of the actions set forth in this “Prohibited Actions” Section or authorize, facilitate or induce others to do so.

We may require proof that you are following these rules at any time. We reserve the right to take, or to refrain from taking, any and all steps available to us once we become aware of any violation of these provisions. If you are involved in any violation of our systems’ security, we reserve the right to release your details to system administrators at other sites in order to assist them in resolving security incidents.

9. User Content

a. Uploads and other Distributions

The Come To Yourself Services may include forums and other opportunities for you and other users to Upload (as defined above) content and materials (upon Upload, “**User Content**”). When you Upload any User Content, you hereby grant us and our licensees a perpetual, irrevocable, worldwide, royalty-free, fully paid up, sub-licensable through multiple tiers, transferable, non-exclusive license to use, reproduce, adapt, publicly display, publicly perform, synchronize and otherwise exploit that User Content, including any Personality Elements (as defined below) in your User Content, in any manner and any media formats and channels now known or later developed or discovered, including in connection with advertising, promotions or Third Party Services (as defined below), without notice or payment to you. For instance, we and our partners may display advertising, promotions and other content in connection with your User Content and you will not be entitled to any associated revenue. You agree that we and our licensees may give you credit for your User Content, but are not required to so. To the extent permitted by applicable law, you hereby waive and agree not to assert any “moral rights” or other proprietary rights in your User Content against us, our licensees, our representatives or other users. When you Upload any User Content, you also consent to the recording, use and reuse by us and our licensees of your voice, actions, likeness, name, appearance, profile photograph, performance, biographical material, and any other identifying information in your User Content as used or modified by us (collectively, “**Personal Elements**”).

When you Upload any User Content, you represent and warrant that you own that User Content or that have sufficient intellectual property and proprietary rights in order to make the grants in these Terms. You agree to pay any monies owed to any party based on our and our licensees use of your User Content.

b. Public Nature of Come To Yourself Services; Deletions

You acknowledge that you have no expectation of privacy or confidentiality with respect to any User Content. While we may offer you the ability to Upload User Content anonymously, we may still store your account information. For some of our features, other members may be able to request email notifications of your new public content or publish their own comments to your comments. We may use the public content to develop aggregate ratings, personalize site views, market products or identify or feature popular members.

If you Upload any User Content, you may not be able to remove it from the Come To Yourself Services. We make no guarantees to remove User Content from the Come To Yourself Services. Even if the Come To Yourself Services give you an opportunity to delete User Content, we may retain the User Content in our backup files, which are not publicly available. We retain the right to make use of your Content in accordance with these Terms even after your User Content is deleted. You acknowledge that (i) deletion of your User Content from the Come To Yourself Services will not result in, and we are not responsible for, the deletion of the User Content by third parties who previously had

access to that User Content and (ii) termination of your account will not automatically delete User Content you Uploaded.

We also reserve the right to limit the storage capacity of your User Content. You assume full responsibility for maintaining backup copies of your User Content and we assume no responsibility for any loss of your User Content, for instance, due to its removal by us.

c. No Responsibility for User Content; User Disputes

We are not responsible or liable for any User Content. Each user is solely responsible for the User Content that he or she Uploads. You are responsible for any claims, losses or damages relating to all User Content that you Upload.

We have no obligation to investigate, monitor or correct any User Information (e.g., for accuracy or completeness) and we shall not be responsible for any decisions made based on User Information.

User Content may not reflect our views. We do not endorse any User Content that you or other users Upload and we may remove or refuse to post any User Content that, in our sole discretion, is objectionable or violates these Terms. You acknowledge that you may encounter User Content on or through the Come To Yourself Services that you find objectionable, offensive or otherwise inappropriate and you shall have no right against us based on User Content.

You are solely responsible for any interaction with other users of the Come To Yourself Services, and we reserves the right, but shall have no obligation, to become involved in any way or to monitor disputes between you and any other users of the Come To Yourself Services.

d. Uploads Do Not Grant You Rights

Your User Content will not be acknowledged or returned. You Upload any User Content voluntarily, not in confidence, and no confidential or fiduciary relationship exists between us or any other party and you based on your Uploads. You acknowledge that you will not be paid for Uploading your User Content in any way.

e. Idea Submissions and Feedback

We do not accept unsolicited submissions for any media, products or services. Please do not make unsolicited submissions to us through Come To Yourself Services, including (1) Uploads of your User Content, (2) submissions through any third party social network, website or other platform or (3) submissions by e-mail, text messages or other means (collectively, "**Submissions**"). We are not responsible for any similarity of Content or programming in any media to your Submissions. If you make any Submission, or if you provide any comments, information, ideas, concepts, reviews or techniques or other communication you may send to us ("**Feedback**"), including via responses to questionnaires and other methods, Submissions and Feedback shall be

deemed User Content and will be subject to the grants by you applicable to User Content (but not any rights with respect to User Content) in these Terms. Our receipt of your Submissions or Feedback is not an admission by us of their novelty, priority or originality and does not limit our right to contest intellectual property rights related to your Submissions or Feedback.

f. Designation of Agent

You hereby appoint us as your agent with full authority to executed any document or take any action we may consider appropriate in order to confirm the rights granted by you to us in this Agreement.

10. **Syndication**

You are responsible for any User Content you Upload and for any consequences, including use of your User Content by others. You acknowledge that your User Content may be syndicated, broadcasted, published or otherwise distributed by us or our partners. You also agree that the Come To Yourself Services may include a social network or integrations with other social networks and that your activities (e.g., video viewing, interactions with other users or advertisers) may be shared with others both on and off the Come To Yourself Services.

11. **Third Party Services**

You are responsible for obtaining and maintaining all devices and other equipment and software, and all internet and wireless connectivity, mobile service, and other services needed for your access to and use off the Come To Yourself Services, and you will be solely responsible for all charges related to them. You are also responsible for accepting and complying with all terms of the third parties who provide you with such equipment and services, as well as any other applicable third party terms of agreement, when using the Come To Yourself Services. You acknowledge and agree that these third parties may prohibit or restrict certain Come To Yourself Service features (and certain features may be incompatible with your carrier or device), impose additional fees, and that standard text messaging rates or other carrier charges may apply to your use of the Come To Yourself Services, including, for example, when sending SMS messages or using VoIP functionality, if these functions are available within the Come To Yourself Services. You should contact your carrier with any questions regarding these issues, such as whether any fees or charges will apply.

To the extent use of the Come To Yourself Services, or certain features or services provided in the Come To Yourself Service, may require authentication by your cable, satellite or wireline provider or multichannel video programming distributor through which you receive video programming services ("MVPD Provider"), then the authentication process and any information you provide in therewith is strictly between you and your MVPD Provider, and Come To Yourself shall have no responsibility or liability with respect to such process. Any information you provide in connection with the authentication process shall be subject to the terms of use and privacy policies of your

MVPD Provider, and Come To Yourself is not responsible for examining or evaluating the MVPD Provider, its terms and conditions or any aspect of the authentication process. To the extent you have any questions or concerns with respect to the authentication process or other matters that relate to your MVPD Provider, please contact them directly.

For your convenience, the Come To Yourself Services may include or provide links to websites, widgets, software or other utilities) of other persons or entities (“Third-Party Services”) that may interact with the Come To Yourself Services. Third-Party Services may import data related to your account and activity and otherwise gather data from you. Third-Party Services are provided solely as a convenience to you, and we are not responsible for Third-Party Services. THE INCLUSION ON AN COME TO YOURSELF SERVICE OF A LINK TO OR OTHER INTEGRATION WITH A THIRD-PARTY SERVICE DOES NOT IMPLY AN ENDORSEMENT BY US. WHEN YOU ACCESS ANY OF THESE THIRD-PARTY SERVICES, PLEASE UNDERSTAND THAT IF YOU VISIT THIRD-PARTY SERVICES THEN YOUR RIGHTS AND OBLIGATIONS WHILE ACCESSING AND USING THOSE THIRD PARTY SERVICES WILL BE GOVERNED BY THE AGREEMENTS AND POLICIES RELATING TO THE USE OF THOSE THIRD PARTY SERVICES.

12. Merchants and Advertising

Your dealings with merchants found on or through the Come To Yourself Services, including any payments or contractual terms, are solely between you and that merchant. We are not responsible for any loss or damage resulting from such dealings or from the presence of merchants on the Come To Yourself Services. Additional terms may apply.

We take no responsibility for third party advertisements served on or through the Come To Yourself Services or for any of the goods or services provided by our advertisers.

13. Cookies and Targeted Advertising

Come To Yourself Services and our third party partners may use tracking and other technologies to serve advertisements that may be relevant to you. All personal details and data we acquire based on your participation in the Come To Yourself Services, including targeted advertising data and tracking information we collect automatically, will be used in accordance with our [Privacy Policy](#) and our [Cookies Policy](#). To learn more about opting out of targeted advertising, see our [Privacy Policy](#).

14. Children’s Online Privacy Protection Act Notification

The Come To Yourself Services are not designed or intended for use by children under the age of 13.

Pursuant to 47 U.S.C. Section 230(d), as amended, we hereby notify you that parental control protections (such as computer hardware, software, or filtering services) are commercially available that may assist you in limiting access to material that is harmful to minors. Information identifying current providers of such protections is available at

netparents.org. To view information on our policy regarding the privacy of children under the age of 13, please see our [Privacy Policy](#).

15. Devices and Charges

We do not take responsibility for the performance of devices, including the ongoing compatibility of devices with Come To Yourself Services. You are responsible for all devices and other equipment, software and services necessary for you to access and use the Come To Yourself Services. By using Come To Yourself Services, you agree to look solely to the entity that manufactured and/or sold you the device for any issues related to your device.

You are responsible for obtaining and maintaining all internet services, mobile service, and other services needed for your access to and use the Come To Yourself Services. You are responsible for any charges incurred in obtaining access to the Come To Yourself Services. Please check with your ISP for information on possible data usage charges.

16. Testing and Monitoring; Investigations

We may, but are under no obligation to, continually test various aspects of the Come To Yourself Services. By using the Come To Yourself Services, you agree that we may include you or exclude you from these tests without notice.

We may, but are under no obligation to, monitor uses of the Come To Yourself Services. For instance, we may monitor, remove, modify or take other actions to regulate User Content and communications sent on or through the Come To Yourself Services. During monitoring, any information relating to any user or their activities on the Come To Yourself Services may be examined, recorded, copied, used and disclosed in accordance with our Privacy Policy. We also may disclose any information posted on any portion of the Come To Yourself Services as necessary to satisfy any law, regulation or governmental request.

We reserve the right to investigate suspected violations of these Terms. We may seek to gather information from the user who is suspected of violating these Terms, and from any other user. We may suspend any users whose conduct or postings are under investigation and may remove such material from its servers as we deem appropriate and without notice. If we believe, in our sole discretion, that a violation of these Terms has occurred, we may edit or modify any submission, posting or e-mail, remove the material permanently, cancel postings, warn users, suspend users and passwords, terminate accounts or take other corrective action we deem appropriate. We have the right to fully cooperate with any law enforcement authorities or court order requesting or directing us to disclose the identity of anyone posting any e-mails, or publishing or otherwise making available any materials that are believed to violate these Terms. Nothing contained in these Terms limits our right to comply with governmental, court and law enforcement requests or requirements relating to your use of the Come To Yourself Services or information provided to or gathered by us in connection with such use. BY ACCEPTING THIS AGREEMENT YOU WAIVE AND HOLD HARMLESS

ALL COME TO YOURSELF PARTIES FROM ANY CLAIMS RESULTING FROM ANY ACTION TAKEN BY ANY COME TO YOURSELF PARTY DURING OR AS A RESULT OF ITS INVESTIGATIONS AND/OR FROM ANY ACTIONS TAKEN AS A CONSEQUENCE OF INVESTIGATIONS BY EITHER AN COME TO YOURSELF PARTY OR LAW ENFORCEMENT AUTHORITIES.

17. Termination

We may, in our sole discretion, terminate these Terms, your Passwords, account (or any part thereof), subscription (if applicable) or your access to or use of the Come To Yourself Services, or remove and discard any User Content, without prior notice, without liability, for any reason or no reason. You may not attempt to access or use (i) any features of the Come To Yourself Services from which your access has been previously suspended or (ii) any of the Come To Yourself Services following termination of these Terms.

You may terminate your account for any or no reason, subject to all applicable Additional Terms.

Termination, suspension or cancellation of the Terms or your access to the Come To Yourself Services shall not affect any right or relief to which we may be entitled, at law or in equity. Upon termination, suspension or cancellation, all rights granted to you will automatically terminate and immediately revert to us and our licensors and all rights granted by you to us shall survive in perpetuity. After your account or access to the Come To Yourself Services is terminated by us or by you, these Terms shall remain in full force and effect with respect to your past and future use of the Come To Yourself Services.

18. DISCLAIMER OF WARRANTIES; EXCLUSIONS AND LIMITATIONS OF LIABILITY

We make no warranties or representations as to Come To Yourself Services (which, for purposes of this Section 18 only, shall include the Third Party Services) with respect to their accuracy, timeliness, reliability, completeness or otherwise.

WE PROVIDE THE COME TO YOURSELF SERVICES ON AN "AS IS" AND "AS AVAILABLE" BASIS. TO THE MAXIMUM EXTENT PERMITTED BY LAW, WE, OUR PARENT COMPANIES, EACH OF OUR AFFILIATES, AND ALL SUCH PARTIES' DIRECTORS, OFFICERS, EMPLOYEES, AGENTS AND LICENSORS (COLLECTIVELY, THE "**COME TO YOURSELF PARTIES**") DISCLAIM ANY AND ALL REPRESENTATIONS AND WARRANTIES, INCLUDING IMPLIED WARRANTIES OF MERCHANTABILITY, FITNESS FOR A PARTICULAR PURPOSE AND NONINFRINGEMENT. . IF APPLICABLE LAW DOES NOT ALLOW THE EXCLUSION OF SOME OR ALL OF THE ABOVE IMPLIED WARRANTIES TO APPLY TO YOU, THE ABOVE EXCLUSIONS WILL APPLY TO YOU ONLY TO THE EXTENT PERMITTED BY APPLICABLE LAW. TO THE MAXIMUM EXTENT PERMITTED BY LAW, IN NO EVENT SHALL APPLE, AMAZON.COM, INC., GOOGLE, INC., MICROSOFT CORPORATION, SAMSUNG ELECTRONICS AMERICA,

INC., OR ANY OTHER THIRD PARTY THAT OWNS OR OPERATES THE APP STORE OR PLATFORM THROUGH WHICH YOU ACCESS AND/OR DOWNLOAD THE COME TO YOURSELF SERVICES, THEIR RESPECTIVE AFFILIATES, VENDORS, AGENTS AND SUPPLIERS, AS APPLICABLE, GIVE ANY WARRANTY, HAVE ANY RESPONSIBILITY OR HAVE ANY LIABILITY WITH RESPECT TO YOUR USE OF THE NBCUUNIVERSAL SERVICES, OR ANY CONTENT OR FUNCTIONALITY IN THE COME TO YOURSELF SERVICES, NOR SHALL THEY BE RESPONSIBLE FOR PROVIDING SUPPORT SERVICES WITH RESPECT TO THE COME TO YOURSELF SERVICES. NONE OF THE COME TO YOURSELF PARTIES WILL BE LIABLE TO YOU OR ANY THIRD PARTY FOR ANY DIRECT, INDIRECT, PUNITIVE, INCIDENTAL, SPECIAL, CONSEQUENTIAL DAMAGES (INCLUDING DAMAGES RELATING TO LOST PROFITS, LOST DATA OR LOSS OF GOODWILL) OR ANY DAMAGES WHATSOEVER THAT RESULT FROM YOUR USE OF OR INABILITY TO USE THE COME TO YOURSELF SERVICES. THIS LIMITATION APPLIES WHETHER THE ALLEGED LIABILITY IS BASED ON CONTRACT, TORT, NEGLIGENCE, STRICT LIABILITY, OR ANY OTHER LEGAL THEORY, AND EVEN IF COME TO YOURSELF HAS BEEN ADVISED OF THE POSSIBILITY OF SUCH DAMAGE. YOU SPECIFICALLY ACKNOWLEDGE AND AGREE THAT EACH OF THE COME TO YOURSELF PARTIES SHALL NOT BE LIABLE FOR ANY DEFAMATORY, OFFENSIVE OR ILLEGAL CONDUCT OF ANY USER OF THE COME TO YOURSELF SERVICES. WITHOUT LIMITING THE FOREGOING, THE COME TO YOURSELF PARTIES WILL NOT BE LIABLE FOR ANY LOSS OR DAMAGE ARISING OUT OF (1) YOUR FAILURE TO COMPLY WITH THE TERMS OR (2) CONTENT POSTED TO THE COME TO YOURSELF SERVICES BY YOU OR ANY THIRD PARTY.

IN NO EVENT WILL THE COME TO YOURSELF PARTIES' AGGREGATE LIABILITY TO YOU IN CONNECTION WITH THE COME TO YOURSELF SERVICES OR THESE TERMS EXCEED (A) THE AMOUNT (IF ANY) PAID BY YOU TO COME TO YOURSELF IN THE SIX MONTHS IMMEDIATELY PRECEDING THE EVENT WHICH GAVE RISE TO THE LIABILITY; OR (B) ONE HUNDRED DOLLARS (\$100), WHICHEVER IS LESS.

YOU ACKNOWLEDGE AND AGREE THAT ANY DAMAGES YOU INCUR ARISING OUT OF THE ACTS OR OMISSIONS OF THE COME TO YOURSELF PARTIES OR YOUR USE OF THE COME TO YOURSELF SERVICES ARE NOT IRREPARABLE AND ARE INSUFFICIENT TO ENTITLE YOU TO AN INJUNCTION OR OTHER EQUITABLE RELIEF RESTRICTING THE AVAILABILITY OF OR ANY PERSON'S ABILITY TO ACCESS ANY PORTION OF THE COME TO YOURSELF SERVICES.

BECAUSE SOME JURISDICTIONS DO NOT ALLOW FOR THE DISCLAIMER OF CERTAIN WARRANTIES OR THE LIMITATION OR EXCLUSION OF LIABILITY FOR CERTAIN TYPES OF DAMAGES, SOME OF THE LIMITATIONS SET FORTH IN THESE TERMS MAY NOT APPLY TO YOU. THE COME TO YOURSELF PARTIES' LIABILITY IN SUCH JURISDICTIONS SHALL BE LIMITED TO THE GREATEST EXTENT PERMITTED BY THE LAW OF SUCH JURISDICTION. THIS PARAGRAPH WILL ONLY APPLY IF AN ARBITRATOR OR COURT WITH APPLICABLE JURISDICTION IN ACCORDANCE WITH THESE TERMS FINDS EXCLUSIONS OF DAMAGES OR LIMITATIONS OF LIABILITY TO BE UNCONSCIONABLE OR

OTHERWISE VIOLATE APPLICABLE LAWS. NOTHING IN THESE TERMS SHALL EFFECT A WAIVER OF ANY NON-WAIVABLE STATUTORY RIGHTS THAT APPLY TO YOU. IF YOU ARE A CALIFORNIA RESIDENT, YOU WAIVE CALIFORNIA CIVIL CODE §1542, WHICH SAYS: A GENERAL RELEASE DOES NOT EXTEND TO CLAIMS WHICH THE CREDITOR DOES NOT KNOW OR SUSPECT TO EXIST IN HIS OR HER FAVOR AT THE TIME OF EXECUTING THE RELEASE, WHICH IF KNOWN BY HIM OR HER MUST HAVE MATERIALLY AFFECTED HIS OR HER SETTLEMENT WITH THE DEBTOR.

19. Indemnification

You agree to defend, indemnify and hold harmless the Come To Yourself Parties from and against any and all claims, demands, actions, suits or proceedings, as well as any and all losses, liabilities, damages, costs and expenses (including reasonable legal fees and costs) arising out of or related to (a) any breach of these Terms and/or (b) from your User Content, and/or content or materials Uploaded by any other subscriber or user of your account that infringes any intellectual property right of any person or entity or defames any person or violates their rights of publicity or privacy; (c) any misrepresentation made by you in connection with your use of the Come To Yourself Services.

20. Infringement Policy

We respect the intellectual property of others, and we ask our users to do the same. The Come To Yourself Services, including the Content and other materials incorporated by us in the Come To Yourself Services ("**Materials**") are protected by copyrights, patents, trade secrets or other proprietary rights. Some of the characters, logos or other images incorporated by us in the Come To Yourself Services are also protected as registered or unregistered copyrights, trademarks, trade names and/or service marks owned by us or others.

We, pursuant to 17 U.S.C. Section 512 as amended by Title II of the Digital Millennium Copyright Act (the "**Act**"), reserve the right, but without obligation, to terminate your license to use the Come To Yourself Services if we determine in our sole and absolute discretion that you are involved in infringing activity, including alleged acts of first-time or repeat infringement, regardless of whether the material or activity is ultimately determined to be infringing. If you believe that any User Content is defamatory or infringes your intellectual property please send a written notice to the agent identified below to request a review of the alleged infringement:

By mail:

Come To Yourself, LLC

9541 W Frank Ave

Peoria, Arizona 85382

By e-mail: info@cometoyourself.com

In addition, any written notice regarding any defamatory or infringing activity, whether of a copyright, patent, trademark or other proprietary right must include the following information:

- Your name, address, telephone number, and e-mail address;
- A physical or electronic signature of a person authorized to act on behalf of (1) the owner of an exclusive right that is allegedly infringed or (2) the person defamed;
- Identification of the copyrighted work claimed to have been infringed, or, if multiple copyrighted works on the Come To Yourself Services are covered by a single notification, a representative list of such works. Similarly, for materials that are defamatory or infringe patent, trademark, or other proprietary rights of a third party, please submit a list of such materials;
- Identification of the material that is claimed to be infringing, to be the subject of infringing activity, or that is claimed to be defamatory and that is to be removed or access to which is to be disabled, and information reasonably sufficient to permit us to locate the material;
- A statement that you have a good faith belief that use of the material in the manner complained of is not authorized by the copyright or other proprietary right owner, its agent, or the law; and
- A statement that the information in the notice is accurate, and under penalty of perjury, that you are authorized to act on behalf of the owner of an exclusive right that is allegedly infringed or on behalf of the person defamed.

21. Links By You To the Come To Yourself Services

We grant you a limited, non-exclusive, revocable, non-assignable, personal, and non-transferable license to create hyperlinks to the Come To Yourself Services, so long as: (a) the links only incorporate text, and do not use any trademarks, (b) the links and the content on your website, application or other service ("**Your Service**") do not suggest any affiliation with or endorsement by us or cause any other confusion regarding your relationship to us or our affiliates or to the Come To Yourself Services, (c) the link must open in a new window and link to the full version of applicable Come To Yourself Services; and (d) the links and the content on Your Service do not portray us or our affiliates or our or their products or services in a false, misleading, derogatory, or otherwise offensive matter, and do not contain content that is unlawful, offensive, obscene, lewd, lascivious, filthy, violent, threatening, harassing, or abusive, or that violate any right of any third party or are otherwise objectionable to us. We reserve the right to suspend or prohibit linking to the Services for any reason, in our sole discretion, without advance notice or any liability of any kind to you or any third party.

22. Local Regulations

We make no representation or warranty that the Content or Come To Yourself Services are appropriate or available for use outside the United States, its territories,

possessions and protectorates. If you choose to access the Come To Yourself Services from other locations you do so on your own initiative and at your own risk.

You are responsible for complying with local laws, if and to the extent local laws are applicable. You specifically agree to comply with all applicable laws concerning the transmission of technical data exported from the United States or the country in which you reside.

23. Export Control

The Come To Yourself Services are controlled and operated by us from our offices within the State of Arizona. You hereby represent and warrant that: (a) you are not located in a country that is (i) subject to a U.S. government embargo (e.g., Crimea, Cuba, Iran, North Korea or Syria) or (ii) on Title 15, Part 740 Supplement 1 Country Group E of the U.S. Code of Federal Regulations; (b) you are not listed on any U.S., United Nations Security Council (UNSC), UK or EU government list of prohibited or restricted parties, including the list of Specially Designated Nationals and Blocked Persons administered by the U.S. Treasury Department or the U.S. Commerce Department's Denied Persons List; and (c) you are not otherwise the target of U.S., UNSC, UK or EU economic sanctions. You may not access, download or otherwise use any Come To Yourself Services in violation of United States, UNSC, UK or EU export control or economic sanctions laws and regulations. Software in or from the Come To Yourself Services are further subject to U.S. export controls. No software may be downloaded or otherwise exported or re-exported in violation of applicable laws, including without limitation to any end user in a U.S. embargoed country or territory or an end user included on any U.S., UNSC, UK or EU government list of prohibited or restricted parties.

24. Binding Arbitration of All Disputes. No Class Relief.

This Section 24 is deemed to be a "written agreement to arbitrate" pursuant to the Federal Arbitration Act. You and we agree that we intend that this Section 24 satisfies the "writing" requirement of the Federal Arbitration Act. If binding arbitration is adjudged by a tribunal to be unenforceable, the provisions of Section 25 shall apply to all relevant disputes between you and us.

We believe that arbitration is a faster, more convenient and less expensive way to resolve any disputes or disagreements that you may have with us. Therefore, pursuant to these Terms, if you have any dispute or disagreement with us regarding (i) your use of or interaction with the Come To Yourself Services, (ii) any purchases or other transactions or relationships related to your use of the Come To Yourself Services, or (iii) any data or information you may provide to us or that we may gather in connection with such use, interaction or transaction (collectively, "**Come To Yourself Transactions or Relationships**"), you will not have the right to pursue a claim in court, or have a jury decide the claim and you will not have the right to bring or participate in any class action or similar proceeding in court or in arbitration. By using or interacting with the Come To

Yourself Services, or engaging in any other Come To Yourself Transactions or Relationships with us, you agree to binding arbitration as provided below.

We will make every reasonable effort to informally resolve any complaints, disputes, or disagreements that you may have with us. If those efforts fail, by using the Come To Yourself Services, you agree that any complaint, dispute, or disagreement you may have against us, and any claim that we may have against you, arising out of, relating to, or connected in any way with these Terms or any Come To Yourself Transactions or Relationships shall be resolved exclusively by final, confidential and binding arbitration ("**Arbitration**") before a single arbitrator administered by JAMS or its successor ("**JAMS**") and conducted in accordance with the JAMS Streamlined Arbitration Rules And Procedures in effect at the time the Arbitration is initiated or, if the amount in controversy exceeds \$100,000, in accordance with the JAMS Comprehensive Arbitration Rules And Procedures then in effect (respectively, the "**Applicable Rules**"). The Applicable Rules can be found at www.jamsadr.com. If JAMS is no longer in existence, the Arbitration shall be administered by the American Arbitration Association or its successor (the "**AAA**") instead, and conducted in accordance with the AAA Commercial Arbitration Rules in effect at that time (which shall be the "Applicable Rules" in such circumstances). If JAMS (or, if applicable, AAA) at the time the arbitration is filed has Minimum Standards of Procedural Fairness for Consumer Arbitrations in effect which would be applicable to the matter in dispute, we agrees to provide the benefit of such Minimum Standards to you to the extent they are more favorable than the comparable arbitration provisions set forth in this Section 24, provided, however, that in no event may such Minimum Standards contravene or restrict the application of subpart (e) or (i) below. Furthermore, this Section 24 shall not prevent any party from seeking provisional remedies (that is, a temporary restraining order or preliminary injunction) from a court of appropriate jurisdiction. You further agree that:

- (a) **Single Arbitrator.** The Arbitration shall be conducted before a single arbitrator selected in accordance with the Applicable Rules or by mutual agreement between you and us (the "**Arbitrator**");
- (b) **Arbitrator Will Interpret This Agreement.** The Arbitrator, and not any federal, state or local court or agency, shall have the exclusive authority to resolve any dispute arising under or relating to the validity, interpretation, applicability, enforceability or formation of these Terms and/or these arbitration provisions in Section 24 hereof, including but not limited to any claim that all or any part of these Terms is void or voidable;
- (c) **Location of Arbitration.** The Arbitration shall be held either: (i) at a location determined pursuant to the Applicable Rules (provided that such location is reasonably convenient for you and does not require travel in excess of 100 miles from your home or place of business); or (ii) at such other location as may be mutually agreed upon by you and us; or (iii) at your election, if the only claims in the arbitration are asserted by you and are for less than \$10,000 in aggregate, by telephone or by written submission.
- (d) **Governing Law.** The Arbitrator (i) shall apply internal laws of the State of Arizona consistent with the Federal Arbitration Act and applicable statutes of limitations, or, to the extent (if any) that federal law prevails, shall apply the law of the U.S.,

irrespective of any conflict of law principles; (ii) shall entertain any motion to dismiss, motion to strike, motion for judgment on the pleadings, motion for complete or partial summary judgment, motion for summary adjudication, or any other dispositive motion consistent with Arizona or federal rules of procedure, as applicable; (iii) shall honor claims of privilege recognized at law; and (iv) shall have authority to award any form of legal or equitable relief;

(e) **No Class Relief.** The Arbitration can resolve only your and/or our individual claims, and the Arbitrator shall have no authority to entertain or arbitrate any claims on a class or representative basis, or to consolidate or join the claims of other persons or parties who may be similarly situated;

(f) **Written Award.** The Arbitrator shall issue a written award supported by a statement of decision setting forth the Arbitrator's complete determination of the dispute and the factual findings and legal conclusions relevant to it (an "**Award**"). Judgment upon the Award may be entered by any court having jurisdiction thereof or having jurisdiction over the relevant party or its assets;

(g) **Arbitration Costs.** In the event that you are able to demonstrate that the costs of Arbitration will be prohibitive as compared to the costs of litigation, we will pay as much of your filing and hearing fees in connection with the Arbitration as the Arbitrator deems necessary to prevent the arbitration from being cost-prohibitive, regardless of the outcome of the Arbitration, unless the Arbitrator determines that your claim(s) were frivolous or asserted in bad faith;

(h) **Reasonable Attorney's Fees.** In the event you recover an Award greater than our last written settlement offer, the Arbitrator shall also have the right to include in the Award our reimbursement of your reasonable and actual out-of-pocket attorneys' fees associated with the Arbitration, but we shall in all events bear our own attorneys' fees; and

(i) **Interpretation and Enforcement of Arbitration Clause.** With the exception of subpart (e) above, if any part of this arbitration provision is deemed to be invalid, unenforceable or illegal, or otherwise conflicts with the Applicable Rules, then the balance of this arbitration provision shall remain in effect and shall be construed in accordance with its terms as if the invalid, unenforceable, illegal or conflicting provision were not contained herein. If, however, subpart (e) is found to be invalid, unenforceable or illegal, then the entirety of this arbitration provision shall be null and void, and neither you nor we shall be entitled to arbitrate any dispute between us and you, and must instead bring any claims subject to subsection (k) below and Section 25.

(j) **Modification of Arbitration Clause With Notice.** We may modify these arbitration provisions, but such modifications shall only become effective thirty (30) days after we have given notice of such modifications and only on a prospective basis for claims arising from Come To Yourself Transactions and Relationships occurring after the effective date of such notification. If any modification pursuant to this subpart (j) is deemed to be invalid, unenforceable, or illegal, then the arbitration provisions effective at the time of your agreement to these Terms shall govern any dispute or disagreement between you and us regarding Come To Yourself Transactions or Relationships.

(k) **Small Claims Matters are Excluded. No Class Relief or Joinder of Claims.** Notwithstanding the foregoing arbitration provisions, and subject to Section 18, at your option, you may bring any claim for damages you have against us in your local small claims court within the U.S., if your claim is within such court's jurisdictional limit; provided that such court does not have the authority to entertain any claims on a class or representative basis, or to consolidate or join the claims of other persons or parties who may be similarly situated in such proceeding.

(l) **Confidentiality of Arbitration.** You and we agree to maintain the confidential nature of the Arbitration and shall not disclose the fact of the Arbitration, any documents exchanged as part of any mediation, proceedings of the Arbitration, the Arbitrator's decision and the existence or amount of any Award, except as may be necessary to prepare for or conduct the Arbitration (in which case anyone becoming privy to such confidential information must undertake to preserve its confidentiality), or except as may be necessary in connection with a court application for a provisional remedy, a judicial challenge to an Award or its enforcement, or unless otherwise required by law or court order.

25. Dispute Resolution Only if a Tribunal has Ruled that Arbitration is Prohibited by Law

This Section 25 applies only where applicable law, as determined by a court with appropriate jurisdiction, prohibits arbitration of disputes in accordance with Section 24.

(a) **Section 25 disputes.** If any controversy, allegation, or claim (including any non-contractual claim) arises out of or relates to the Come To Yourself Services, the Content, these Terms or to any of our actual or alleged intellectual property rights (collectively, a "**Section 25 Dispute**"), then you and we agree to send a written notice to the other providing a reasonable description of the Section 25 Dispute, along with a proposed resolution of it. Our notice to you will be sent to you based on the most recent contact information that you provide us. But if no such information exists or if such information is not current, then we have no obligation under this Section 25(a). Your notice to us must be sent to:

By mail:
Come To Yourself, LLC
9541 W Frank Ave
Peoria, AZ 85382
By e-mail: info@cometoyourself.com

For a period of sixty (60) days from the date of receipt of notice from the other party, we and you will engage in a dialogue in order to attempt to resolve the Section 25 Dispute, though nothing will require either you or us to resolve the Section 25 Dispute on terms with respect to which you and us, in each of our sole discretion, are not comfortable.

(b) **Jurisdiction.** The parties agree that the state or federal courts in Arizona shall have non-exclusive jurisdiction of any Section 25 Dispute.

(c) **Governing Law.** To the maximum extent permitted by the mandatory laws in your country of residence, these Terms and any Section 25 Dispute arising out of or in connection with these Terms or their subject matter or formation (including non-contractual disputes), will be governed by, and construed in accordance with, the laws of the U.S. and the State of Arizona without regard to its conflicts of law provisions.

(d) **Injunctive Relief.** The foregoing provisions of this Section 25 will not apply to any legal action taken by us to seek an injunction or other equitable relief in connection with, any loss, cost, or damage (or any potential loss, cost, or damage) relating to the Come To Yourself Services, any Content, your User Content and/or our intellectual property rights (including such as we may claim may be in dispute), our operations, and/or our products or services.

26. Notice for California Users

Under California Civil Code Section 1789.3, California users of the Come To Yourself Services are entitled to the following specific consumer rights notice: The Complaint Assistance Unit of the Division of Consumer Services of the California Department of Consumer Affairs may be contacted in writing at 400 R Street, Suite 1080, Sacramento, California 95814, or by telephone at (916) 445-1254 or (800) 952-5210.

27. Terms Applicable to Third Party Platform Providers

If you access or download the Come To Yourself Services via an Apple, Inc. ("Apple"), Amazon.com, Inc., Google, Inc., Microsoft Corporation, Samsung Electronics America, Inc. ("Samsung") or any other third party app store or platform (each a "Third Party Platform Provider"), such Third Party Platform Providers, shall be third-party beneficiaries to these Terms. However, these Third Party Platform Providers are not party to these Terms and have no obligation to provide maintenance and/or support of the Come To Yourself Services. Come To Yourself, not such Third Party Platform Providers, are solely responsible for the Come To Yourself Services. Your access to the Come To Yourself Services using the Third Party Platform Providers' app stores or platforms are subject to the usage terms set forth in the applicable Third Party Platform Provider's terms of service.

In the case of any Come To Yourself applications accessed or downloaded via the Apple app store or platform, if such application fails to conform to any applicable warranty in these Terms, then you may notify Apple and Apple will refund to you the purchase price (if any) of the application. Come To Yourself, not Apple, is responsible for addressing any claims you or a third party may have relating to such application, or your possession and/or use of such application, including, but not limited to: (a) product liability claims; (b) any claims that such application fails to conform to any applicable legal or regulatory requirement; and (c) claims arising under consumer protection or similar legislation. In the event of any third party claim that such application, or your possession and use of such application, infringes that third party's intellectual property rights, Come To Yourself, not Apple, will be solely responsible for the investigation, defense, settlement and discharge of any such intellectual property infringement claim.

In the case of any Come To Yourself applications accessed or downloaded via the Samsung app store or platform, if you wish to assert a claim against Samsung in connection with a Come To Yourself application, such claim must be brought by you as an individual and not as a member of a class.

28. General

(a) **Applicable law.** These Terms, any Additional Terms and the relationship between you and us shall be governed by the laws of the U.S. and the State of Arizona without regard to its conflicts of law provisions. The Convention on Contracts for the International Sale of Goods does not apply to your access or use of the Come To Yourself Services or these Terms.

(b) **Venue.** Subject to the arbitration provisions above, and other than small claims actions as permitted therein, any action or proceeding arising from, relating to or in connection with these Terms will be brought exclusively in the federal or state courts located in Phoenix, Arizona, and you irrevocably consent to the personal jurisdiction of such courts and agree that it is a convenient forum and that you will not seek to transfer such action or proceeding to any other forum or jurisdiction, under the doctrine of forum non conveniens or otherwise.

(c) **No Waiver.** No failure or delay by us in exercising any right, power or privilege under these Terms will operate as a waiver thereof, nor will any single or partial exercise of any right, power or privilege preclude any other or further exercise thereof or the exercise of any other right, power, or privilege under these Terms.

(d) **Severability.** Unless otherwise expressly provided herein, the invalidity or unenforceability of any provision of these Terms will not affect the validity or enforceability of any other provision, all of which will remain in full force and effect.

(e) **Limited Time to File Claims.** You agree that regardless of any statute or law which establishes a different statute of limitations, to the maximum extent permitted under applicable law, any claim or cause of action (including any arbitration) arising out of, related to or connected with the use of the Come To Yourself Services, or these Terms, or other Come To Yourself Transactions or Relationships must be filed within one (1) year after such claim or cause of action arose or be forever barred.

(f) **Paragraph and Section Titles are For Your Convenience.** The paragraph or section titles in these Terms are for convenience only and have no legal or contractual effect.

(g) **This is the Entire Agreement.** These Terms represent the entire understanding of the parties regarding its subject matter, and supersede all prior and contemporaneous agreements and understandings between the parties regarding its subject matter, and may not be amended, altered or waived except in writing by the party to be charged.

(h) **Assignment.** These Terms are binding upon and shall ensure to the benefit of parties and their respective successors, heirs, executor, administrators, personal representatives and assigns. You shall not assign your rights or obligations hereunder

without our prior written consent and any such assignment shall be void and invalid at the outset.

(i) **Survival.** Sections 1, 4, 6 (excluding subsections (c), (d) and (e)), 9-13, 15-19, 22-25, and 27-29 of these Terms and any other terms that by their nature survive these Terms shall survive any termination of these Terms.