

SELF-PACED SLEEP COACHING RESOURCES
TERMS OF SERVICE AGREEMENT

THIS SELF-PACED SLEEP COACHING RESOURCES TERMS OF SERVICE AGREEMENT (this “Agreement”), is made between **Sleep Better NYC, LLC**, a limited liability company having its principal place of business at 21 India Street, Suite 32D, Brooklyn, NY 11222 (the “Company”), and any person who completes the registration process to engage the Company to provide the services described below (the “Client”) (each a “Party”, and collectively, the “Parties”).

WHEREAS, Company is a sleep and wellness coaching firm in the business of providing sleep coaching and care coordination resources;

WHEREAS, Client desires to obtain such resources from Company on the terms and conditions set forth in this Agreement;

NOW, THEREFORE, in consideration of the promises and mutual covenants contained herein and for other good and valuable consideration, the receipt and sufficiency of which are hereby acknowledged, the Parties agree as follows:

1. Resources. Company shall provide Client with access to Company’s proprietary educational modules (the “Resources”) so that Client may utilize such Resources at a self-determined pace. The Resources shall include PDFs, videos, webinar recordings, and links to professional resources for additional support.
2. Cost. Client agrees to pay the mutually agreed upon total cost of the access to the Resources that Company agrees to provide to Client (the “Total Cost”). Total Cost is inclusive of Company’s services and Resources, any setup time, travel time, evaluation, planning, care coordination, content creation, software licenses, administrative fees, assistance, and subcontractor costs.
3. Limitation of Liability. Client agrees that the Company shall not be held liable for any temporary lack of access to the Resources due to electrical or internet service outage, and that the maximum amount of damages Client is entitled to in any claim of or relating to this Agreement or Services provided herein are not to exceed Company’s Total Cost as set forth in this Agreement.
4. Assumption of Risk. Client expressly assumes any risk of sleep coaching and related activities as described herein.
5. Non-Disparagement. The Parties mutually agree not to make public defamatory statements that would materially harm the reputation or business activities of any Parties to this Agreement.
6. Governing Law. This Agreement shall be construed and controlled by the laws of the State of New York. Any dispute arising under, relating to or in any way connected with this Agreement must first be submitted to non-binding mediation, unless the Parties agree in writing to waive such requirement. Mediation shall be conducted and administered by American Arbitration Association in New York, New York. If a dispute remains unresolved at the conclusion of the mediation process or the parties stipulate in writing to waive mediation, either Party may submit the dispute to binding arbitration in accordance with the then-current Commercial Arbitration Rules and Expedited Procedures of the American Arbitration Association in New York, New York. Such arbitrator shall

be a lawyer not employed by or associated with either Party to this Agreement and shall have substantive experience in matters similar to the subject matter of this Agreement. All mediation and arbitration proceedings shall be confidential and New York law shall apply. The parties agree that Company is engaged in transactions involving interstate commerce and that, except as provided herein, the Federal Arbitration Act (the "FAA") shall govern the interpretation, applicability, and enforcement of, and all arbitration proceedings pursuant to, this Agreement. To the extent that the FAA is inapplicable, New York's arbitration laws shall apply. The Parties agree to share the administration and mediator and/or arbitrator's fees for the mediation and/or arbitration equally. For the avoidance of doubt, this Paragraph 10 shall not obligate the Company to pay for the Client's attorneys' fees in the event of a dispute between the Company and the Client. Any reference in this Paragraph 6 to the Company also refers to all subsidiary and affiliated entities, all benefit plans, sponsors and trustees of benefit plans, fiduciaries, administrators, officers, and directors. This provision is intended to provide the Parties with the exclusive forum for redressing grievances that arise under, relate to, or are in any way connected to this Agreement.

7. Severability. In the event any of the provisions of this Agreement shall be held by a court or other tribunal of competent jurisdiction to be unenforceable, the other provisions of this Agreement shall remain in full force and effect to the fullest extent permitted by law.

8. Entire Agreement. This Agreement is the entire agreement between the Parties with respect to the subject matter hereof and supersedes any and all prior agreements and communications (both written and oral) between the Company and the Client relating generally to the same subject matter. This Agreement may be modified, or any rights under it waived, only in a writing signed by the Party against whom enforcement of such modification or waiver is sought.

9. No Waiver. No waiver of any right or option hereunder by either Party shall operate as a waiver of any other right or option, or of any subsequent occasion for its exercise, or of any legal remedy. All remedies provided by this Agreement are in addition to all other remedies by it or the law provided.

10. Notices. Any notice required or permitted to be given pursuant to this Agreement shall be deemed to have been validly given when personally delivered, sent by certified or registered mail, postage pre-paid, return receipt requested to such other address as any of such parties shall have designated in writing to the other parties from time to time, or by email correspondence with acknowledgement of receipt.

11. Interpretation. Neither Party hereto shall be deemed to be the drafter of this Agreement, it being the Parties' mutual intention that this Agreement not be construed, in whole or in part, against either of the Parties hereto pursuant to any doctrine, law, or rule of construction which provides that contract provisions are to be construed against the Party drafting such provisions.

12. Force Majeure. Neither Party shall be liable for delays or failures to perform its responsibilities under this Agreement due to causes beyond its reasonable control, including, without limitation, riot, war, national disaster, epidemic, fire, explosion, storm, flood, acts of God, acts of terrorism, public disturbance, strike, or labor dispute. In such event, the affected Party, upon prompt written notice to the other Party, will be excused from performance to the extent of the interference; provided, however, that the affected Party must take all commercially reasonable steps to remove the causes of non-performance and resume performance as soon as such causes are removed. Notwithstanding the

foregoing however, the Company's time to perform its obligations under this Agreement shall be extended for a period equal to the period of delay caused by the interference.

SLEEP COACHING RESOURCES WAIVER

This agreement is between **Sleep Better NYC, LLC**, a limited liability company having its principal place of business at 21 India Street, Suite 32D, Brooklyn, NY 11222 (the “Company”), and any person who completes the registration process to engage the Company to provide the services described below (the “Client”) (each a “Party”, and collectively, the “Parties”).

The Sleep Coaching and Care Coordination Resources provided by Sleep Better NYC will hereinafter be called the “Resources” and Company’s team members will herein after be called “Coach” or “Coaches.”

The Company did not employ licensed medical or dental professionals to create the Resources. Coaching may augment therapy but it cannot replace prescribed therapy. If you suspect you have a condition that requires professional mental health care, medical or dental care, please seek help. We may offer recommendations and coordination of your care, with your consent.

By purchasing access to the Resources, you confirm that you have read and agree to each statement and that you wish to proceed:

1. I understand that the information I will be receiving from the Resources is not offered as a substitute for professional mental health care or medical care and is not intended to diagnose, treat or cure any mental health or medical conditions.
2. I understand and agree that I am fully responsible for my well-being during the Term of this Agreement, and subsequently, including my choices and decisions.
3. I understand that all facts and ideas offered by the Resources are solely for informational purposes
4. I understand that sleep coaching is, at present, an unregulated industry and that the Resources have not been prepared by an individual licensed by the State of New York or any other state. I also understand that for all legal purposes, the Resources will be considered to be provided in the State of New York.
5. I understand that the use of technology is not always secure and I accept the risks of confidentiality in the use of email, text, phone, Zoom and other technology.
6. I hereby release, waive, acquit and forever discharge the Company, any agents, successors, assigns, personal representatives, executors, heirs and employees from every claim, suit action, demand or right to compensation for damages I may claim to have or that I may have arising out of acts or omissions by myself or by my Coach as a result of the advice given by my Coach or otherwise resulting from the coaching relationship contemplated by this agreement. I further declare and represent that no promise, inducement or agreement not expressed in this agreement has been made to me to sign this agreement. This agreement shall bind my heirs, executors, personal representatives, successors, assigns, and agents. I have read the statements above and I understand and agree with them.