

Please refer to the [Privacy Policy](#) for information regarding how we collect, use, and disclose information about you.

For JOYhelps users in the United States and countries and territories outside of the European Economic Area (which includes the European Union), Switzerland, or the United Kingdom, the **JOYhelps Terms of Service** apply to your use of the Services.

Currently, JOYhelps is not available to users in countries in the European Economic Area (which includes the European Union), Switzerland, or the United Kingdom.

JOYhelps TERMS OF SERVICE

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Current Version: 3.1

Welcome to JOYhelps, the mobile and online service of Joy Research Inc. (hereinafter referred to as "JOYhelps", or "We", or "Us" or "Our").

1. AGREEMENT TO TERMS

- A) This Terms of Service ("Terms") applies to all visitors, data subject, and any other person or entity which access the Service ("User(s)" or "You/r") including persons buying for teams ("Subscribers"). Terms is a legally binding agreement between You and JOY Research Inc., a private U.S. Delaware corporation based at 8 The Green - Suite B, Dover, Delaware, 19901. The domain name joyhelps.com, joyhelps.me and all associated subdomains (hereinafter referred to as "Website") and JOYhelps mobile application, web-based and online applications ("Mobile Software" or "JOYhelps") is owned and managed by Joy Research, Inc.
- B) Acceptance of these Terms is a condition to your access and right to use the Service. . Using the Services in any way means that you agree to all of these Terms, and these Terms will remain in effect while you use the Services. These Terms include the provisions in this document, our Terms & Conditions, as well as those in the Privacy Policy.

- C) We may also have different or additional terms concerning some of the services. Unless we say otherwise in those terms, those terms supplement and are part of these Terms and will control to the extent there is a conflict with these Terms.

2) SERVICE USE

- A) Access: You may use our Apps to access one or more of our services and offerings (collectively the "Service(s)" or "JOYhelps"). JOYhelps is available for both iOS and Android mobile systems and as a web browser-based system either on the JOYhelps' web application or integrated within an Institution's website;
- B) Individual Eligibility: JOYhelps is not intended for use by individuals under the age of 14 and does not take responsibility for any misrepresentations of age and use. If you are under the age of majority where you live, please read through the Joy Research Inc. Privacy Policy and these Terms with Your parent or legal guardian. You may use the Service only if You are a natural/legal person, agree to these Terms, and form a binding contract with Joy Research Inc., and only in compliance with all applicable local, state, national, and international laws, rules, and regulations;
- C) Institutional Services' Eligibility: In addition to Individual Eligibility, an Institution sponsoring JOYhelps for affiliated users may have additional Eligibility requirements. For example, some Institutions may require parental permission for their users who are under the age of majority before use. If this is the case, JOY Research will only offer its full Services at the direction of your institution and only after receiving documentation of parental or legal guardian consent, If an Institution you are affiliated with sponsors JOYhelps, check with the Institution for additional Eligibility requirements;
- D) Account Registration: Creation of an Account via registration is required. Your Account will give You access to the Services and functionality that We may establish, modify, and maintain from time to time and in our sole discretion. When creating Your Account, You must provide accurate and complete Information. If You provide any Information that is untrue, inaccurate, not current or incomplete (or becomes untrue, inaccurate, not current or incomplete), or if We have reasonable grounds to suspect that such Information is untrue,

inaccurate, not current or incomplete, We have the right to suspend or terminate Your Account and refuse any and all current or future use of the Service (or any portion thereof);

- E) Individual Accountability for Security: You are solely responsible for the activity that occurs on Your Account, and You must keep Your Account password secure. Whenever You need to set a password, We encourage you to use "strong" passwords (passwords that use a combination of upper-and-lower case letters, numbers and symbols) with Your Account. You must notify Joy Research Inc. immediately of any breach of security, unauthorized access to Your chats or other data, or unauthorized use of Your Account. Joy Research Inc. will not be liable for any losses caused by any unauthorized use of Your Account. We may also suspend or terminate Your Account according to this Terms of Service where we see behavior, content, or other factors that pose a threat to JOYhelps. You may never use another User's Account;
- F) Account Profile: You may control Your user Account profile and how You interact with the Service by changing the Settings in the Mobile Software. You consent to Our using Your profile to send You Service-related email notices, including any notices required by law, in lieu of communication by postal mail.

4) MEDICAL DISCLAIMERS

- A) JOYhelps is designed to be a self-help service. JOYhelps is restricted in the means of response, and the intended use is to provide tools and techniques to encourage mental wellness in a self-help and self-monitoring context. You choose to use JOYhelps based on your estimation of need and agree and understand that it is only for self-help purposes;
- B) The Services are provided for informational purposes only and are not intended, designed, or implied to diagnose, prevent, or treat any condition or disease, or to be a substitute for professional medical care;
- C) JOYhelps is not a licensed medical care provider and does not engage in, and has no expertise in, diagnosing, examining, or treating medical conditions of any kind, or in prescribing treatments or determining the effect of any specific treatment on a medical condition;
- D) JOYhelps does not provide emergency services and is not obligated to contact you or anyone on your behalf with respect to your medical condition or treatment;
- E) JOYhelps is not intended for use in crises such as abuse or complex or severe mental health conditions that cause ideation of suicide, harm to self and others, or for any medical emergencies. JOYhelps cannot and will not offer medical or clinical advice. It may only suggest that the user seeks advanced (medical) help;

- F) You should always consult a medical professional if you have any questions regarding a medical condition;
- G) You should never disregard professional medical advice or delay in seeking it because of something you have read or received using the Services;
- H) Please first consult a healthcare professional before using JOYhelps if You have any of the following conditions- Pregnancy, Sleep Apnea, Restless Leg Syndrome (RLS), Seizures or Epilepsy, hallucinations or nightmares, sleep walking, excessive daytime sleepiness, dizziness or tremors. The App may not be right for You if You are; a child under 13 years, someone with severe mental or physical condition or disorder, a shift worker, someone who regularly keeps changing sleep schedules or someone who sleeps at times that are out of sync with Your body's natural rhythm; and
- I) Not all activities described as part of the Services are suitable for everyone. Do not use the Services while driving, operating heavy machinery, or performing other tasks that require attention and concentration. You are solely responsible for your use of the Services.

5) ARTIFICIAL INTELLIGENCE ("A.I.") DISCLAIMER

- A) Using JOYhelps, you can chat with an artificial intelligent (A.I.) coach. Your interaction with JOYhelps is with an A.I. system and not a human;
- B) The A.I. Coach cannot and will not offer advice on issues it does not recognize;
- C) A.I. may sometimes produce inaccurate results or content that does not represent JOY Research's views. Use discretion before relying on or publishing or using information produced through the Services;
- D) Do not rely solely on the Services for medical, legal, financial, or other professional advice. Any content is for informational purposes and not intended to be a substitute for human professional advice.

6) THIRD-PARTY CONTENT AND PROFESSIONAL SERVICES

The Services may contain information about, and links to, third-party products, services, websites, resources, activities, or events, and we may allow third parties to make their content and information available on or through the Services (collectively, "Third-Party Content"). Joy Research Inc. has no control over any such links, content, web sites, products or services or any Information provided or transmitted via such links, web sites, products or services, or otherwise provided by any such third party. We provide Third-Party Content only as a convenience and do not control or endorse, and make no representations or warranties regarding, any Third-Party Content. To the extent permitted by applicable laws, you acknowledge sole responsibility for and assume all risk arising from, your access to and use of such

Third-Party Content. This Third-Party Content includes but is not limited to links to external therapy and counseling resources, which may be recommended by the Services. You understand and agree that, although a third-party professional may have been accessed through the Services, Joy Research Inc. cannot schedule appointments on your behalf and cannot predict or assess the competence of, or appropriateness for Your needs, of the third-party professional. You also acknowledge and agree that You take full responsibility for the decision to access a third-party professional.

7) SUBSCRIPTIONS

This section provides terms related to the Services that are only available with a paid subscription.

- A) Fees: Fees are payable through purchase through Google Play and Apple iTunes, or other payment mechanisms as JOYhelps may introduce, such as direct purchasing, in its sole discretion from time to time, before the time the Services are rendered;
- B) Recurring Subscriptions: If you purchase a recurring subscription to use JOYhelps ("Recurring Subscriptions"), the subscription will be continuous for the subscription period you select and will automatically renew for another subscription period until canceled. You authorize JOYhelps to automatically charge your designated payment method at the beginning of each subscription period for the then-current price of your Recurring Subscription, along with any applicable taxes and fees specified. If we are not able to charge your payment method for your Recurring Subscription, you remain responsible for any uncollected amounts;
- C) Cancellations: You must cancel your Recurring Subscription at least 24 hours before the end of your current subscription period to avoid being charged for the next subscription period. If you purchased your Recurring Subscription through a third party, like an app store, you must cancel the renewal directly with that third party. Only the primary account holder may cancel a plan subscription. If you cancel, you are not entitled to a refund for the fees you already paid, but, subject to these Terms, you will continue to receive access to JOYhelps until the end of your current subscription period;
- D) Changes: We may make changes to your Recurring Subscription, including price changes. We will communicate material changes to your Recurring Subscription, including any changes to the price, in advance to the email address associated with your account. If you do not agree to those changes, you can cancel your subscription;
- E) Promotional Offers Converting to Recurring Subscriptions. You may be offered a promotional offer in connection with a Recurring Subscription, such as a trial period or initial discount (each a "Promotional Offer"). Additional terms specific to each Promotional Offer we offer will be as described in the particular offer ("Offer Terms"). You must meet all eligibility requirements stated in these Terms and the Offer Terms

to enroll in a Promotional Offer. Unless stated otherwise in the Offer Terms, Promotional Offers are only for new customers who have not previously subscribed to JOYhelps or enrolled in a Promotional Offer. If the Offer Terms state that an offer is available only to past subscribers, you must have been a subscriber to JOYhelps and allowed your subscription to expire before the date stated in the Offer Terms. JOY Research reserves the right, in its discretion, to determine your Promotional Offer eligibility, and to modify or cancel a Promotional Offer at any time. Promotional Offers may only be claimed through JOYhelps by any advertised expiration date;

You must provide a valid payment method accepted by us to enroll in a Promotional Offer unless otherwise stated in the Offer Terms. Once your promotional period ends, you authorize Calm to begin billing your designated payment method on a recurring basis at the then-current price for the relevant subscription plus any applicable taxes unless it is canceled at least 24 hours prior to the end of the promotional period as described in 7 (B).

8) ADDITIONAL PAYMENT TERMS

- A) Payment Method. If you purchase a subscription through the Services, you must provide an accurate and up-to-date payment method acceptable by us. You authorize JOYhelps to charge any purchase to your designated payment method, including the then-current price plus any applicable taxes and fees specified. No transaction is binding on JOYhelps until accepted and confirmed by JOYhelps. We may update your stored payment method using information provided by our payment service providers. Following any update, you authorize us to continue to charge the applicable payment method(s). You are responsible for any additional charges that your payment method provider charges;
- B) Cancellations and Disputes. If you have any concerns regarding any transactions through the Services, you must raise them with us first and not cancel or reverse charges through your payment method provider unless you have made a reasonable attempt to resolve the matter directly with us or otherwise as provided by applicable law. JOY Research reserves the right to verify your identity or request more information in connection with your purchases, and not to process or to cancel purchase requests, including if we suspect fraud or if your payment method is declined;
- C) Refunds. You will not have the right to receive a refund for any amounts paid to us unless otherwise required by applicable law;
- D) Future Functionality. Your purchases are not contingent on the delivery of any current or future functionality, content, or features, or dependent on any oral or written public comments made by JOY Research regarding such functionality or features.

9) SERVICES AND CONTENT RIGHTS

- A) Intellectual Property: Subject to the limited license rights granted under these Terms, JOY Research exclusively owns all right, title, and interest in and to the Services, including all text, graphics, images, audio, video, or other materials

made available via the Services, and all associated intellectual property rights. You acknowledge that the Services are protected by intellectual property rights and other laws of the U.S. and foreign countries. You will not remove, alter, or obscure any copyright, trademark, service mark, or other proprietary rights notices incorporated in or accompanying any part of the Services. You will not reproduce, distribute, modify, create derivative works of, publicly display, publicly perform, republish, download, store, or transmit any of the Services, except as necessary for your permitted use of the Services;

For the purposes of this Agreement, "Intellectual Property Rights" means all patent rights, copyright rights, mask work rights, moral rights, rights of publicity, trademark, trade dress and service mark rights, goodwill, trade secret rights and other intellectual property rights as may now exist or hereafter come into existence, and all applications therefore and registrations, renewals and extensions thereof, under the laws of any state, country, territory or other jurisdiction.

In order to honor and protect the Joy Research Inc.'s intellectual properties, You expressly agree not to disclose or communicate any proprietary Information about the JOYhelps practice, materials, or methods to any third parties. The obligations under this Clause survive the termination of the JOYhelps Service or Your relationship with JOYhelps;

- B) Limited License: Subject to these Services, You are hereby granted a non-exclusive, limited, non-transferable, revocable license to use the JOYhelps App and Service for Your personal use only and as permitted by the features of the Service. Additionally, JOY Research grants You a limited non-exclusive, non-transferable, and non-sublicensable license to download and install a copy of any mobile app we distribute through an App Store on a mobile device that you own or control. Any use of the Services other than as specifically authorized herein, without our prior written permission, is strictly prohibited, will terminate the license granted herein, and will violate our intellectual property rights. Subject to your mobile device configurations, you authorize us to automatically install updates to any of our mobile apps;
- C) User Content: Some areas of the Service may, either now or later, allow Users to post content such as chat content, profile Information, videos, comments, questions, and other content or Information or any such materials a User submits, posts, displays, or otherwise makes available on the Service ("User Content"). We claim no ownership rights over User Content created by You; the User Content You create remains Yours. You are responsible for Your User Content and the consequences of posting or publishing it, and You agree that We are only acting as a passive conduit for Your online distribution and publication of

Your User Content. However, if you do share User Content through the Service, You agree to allow Us, authorized Institutions or other authorized persons, in accordance with the Privacy Policy, your settings and this Agreement, to view, edit, and/or share Your User Content. Joy Research Inc. has the right (but not the obligation) in its sole discretion to remove any User Content that is shared via the Service.

You may not copy, share, or use personal identifying or business contact Information about other Users without their express permission. You agree that any User Content that You post does not and will not violate third-party rights of any kind, including without limitation any Intellectual Property Rights (as defined below) or rights of privacy. Joy Research Inc. reserves the right, but is not obligated, to reject and/or remove any User Content that Joy Research Inc. believes, in its sole discretion, violates these provisions.

You understand and agree that despite Our best efforts, You may be exposed to User Content that is inaccurate, objectionable, or otherwise unsuited to Your purpose, and You agree that Joy Research Inc. shall not be liable for any damages or injury or losses You allege to incur as a result of User Content.

- D) JOY Research Inc. reserves all rights not expressly granted herein in the Services (as defined later in this Agreement). JOY Research Inc. has the right to terminate this license at any time for any reason or for no reason.

10) INSTITUTIONAL CONTENT and POLICIES

Institutions may introduce the JOYhelps App to their affiliated employees, students, members or other associates (collectively, “associates”). These Institutions may also customize JOYhelps App and add or replace certain JOYhelps Service(s) or integrate their own Services within JOYhelps Services. Such associates of Institutions are also User(s) of the JOYhelps App or the Institution version of JOYhelps App (“Institution User(s)”). In such an event and where applicable, these Institution’s terms and these Institution’s Privacy Policy shall also apply to Your Use of JOYhelps App and Services. In the event of any conflict with such additional terms and privacy policy, JOYhelps’ TERMS shall apply. JOYhelps App may carry links to material or Websites or Web Pages or Services managed by third parties on which the Institution and Joy Research Inc. may have no control, agreement or affiliation. Please refer to documentation including terms and privacy policy provided by such third parties before accessing such links. If sponsored by an Institution, the JOYhelps App and its Services can only be accessed by authorized Institution’s associate User(s) following installation and access instructions as shared by the Institution or their Service provider.

11) PROHIBITIONS ON USER CONDUCT

You are solely responsible for your conduct and you agree not to engage in any of the following prohibited activities:

- A) Copying, distributing, or disclosing any part of the Service in any medium, including without limitation by any automated or non-automated "scraping";
- B) Using any automated system, including without limitation "robots," "spiders," "offline readers," etc., to access the Service in a manner that sends more request messages to the Joy Research Inc.'s servers than a human can reasonably produce in the same period of time by using a conventional on-line web browser;
- C) Transmitting spam, chain letters, or other unsolicited email;
- D) Attempting to interfere with, compromise the system integrity or security or decipher any transmissions to or from the servers running the Service;
- E) Taking any action that imposes, or may impose at Our sole discretion an unreasonable or disproportionately large load on our infrastructure;
- F) Uploading invalid data, viruses, worms, or other software agents through the Service;
- G) Disclosing, collecting or harvesting any personally identifiable Information, including account names, from the Service;
- H) Using the Service for any commercial solicitation purposes;
- I) Impersonating another person or otherwise misrepresenting Your affiliation with a person or entity, conducting fraud, hiding or attempting to hide Your identity;
- J) Interfering with the proper working of the Service;
- K) Accessing any content on the Service through any technology or means other than those provided or authorized by the Service;
- L) Bypassing the measures We may use to prevent or restrict access to the Service, including without limitation features that prevent or restrict use or copying of any content or enforce limitations on use of the Service or the content therein;
- M) Posting or transmitting prohibited User Content, including content that:

- a. may create a risk of harm, loss, physical or mental injury, emotional distress, death, disability, disfigurement, or physical or mental illness to You, to any other person, or to any animal;
- b. may create a risk or any other loss or damage to any person or property;
- c. seeks to harm or exploit children by exposing them to inappropriate content, asking for personally identifiable details or otherwise;
- d. may constitute or contribute to a crime or tort;
- e. contains any Information or content that we deem to be unlawful, harmful, abusive, racially or ethnically offensive, defamatory, infringing, invasive of personal privacy or publicity rights, harassing, humiliating to other people (publicly or otherwise), libelous, threatening, profane, or otherwise objectionable;
- f. contains any Information or content that is illegal (including, without limitation, the disclosure of insider Information under securities law or of another party's trade secrets);
- g. contains any Information or content that You do not have a right to make available under any law or under contractual or fiduciary relationships;
- h. contains any Information or content that You know is not correct and current;
- i. violates any policy of an Institution if that Institution sponsors the Services on your behalf;
- j. interferes with other Users of the Service including, without limitation, disrupting the normal flow of dialogue in an interactive area of the Service and deleting or revising any content posted by another person or entity;
- k. except where expressly permitted, post or transmit charity requests, petitions for signatures, franchise arrangements, distributorship arrangements, sales representative agency arrangements or other business opportunities (including offers of employment or contracting arrangements), club memberships, chain letters or letters relating to pyramid schemes, any advertising or promotional materials, solicit Service letters or certificates, or any other solicitation of other users to use goods or services except in those areas (e.g., a classified bulletin board) that are designated for such purpose.

12) TERMINATION

We may terminate your access to and use of the Services or your account if you violate these Terms, in our sole discretion without notice to you and to the extent permitted by applicable law. We may terminate your JOYhelps subscription sponsored by your Institution if you are no longer eligible for a JOYhelps subscription based on the terms of our agreement with your Institution. We may terminate your JOYhelps subscription if it was obtained through a third-party promotion, and if you no longer meet the eligibility requirements for that offer.

Upon any termination, discontinuation, or cancellation of the Services or your account, all provisions of these Terms which by their nature should survive will survive, including,

without limitation, ownership provisions, warranty disclaimers, limitations of liability, and dispute resolution provisions.

13) LIMITATION OF LIABILITY

To the maximum extent permitted by applicable law, in no event shall JOYhelps, its affiliates, agents, directors, employees, suppliers or licensors be liable for any direct, indirect, punitive, incidental, special, consequential or exemplary damages, including without limitation damages for loss of profits, goodwill, use, data or other intangible losses, that result from the use of, or inability to use, this Service. Under no circumstances will JOY Research, Inc. be responsible for any damage, loss or injury resulting from hacking, tampering or other unauthorized access or use of the Service or your Account or the information contained therein. To the maximum extent permitted by applicable law, JOY Research, Inc. assumes no liability or responsibility for any (i) errors, mistakes, or inaccuracies of content; (ii) personal injury or property damage, of any nature whatsoever, resulting from your access to or use of our service; (iii) any unauthorized access to or use of our secure servers and/or any and all personal information stored therein; (iv) any interruption or cessation of transmission to or from the Service; (v) any bugs, viruses, trojan horses, or the like that may be transmitted to or through our service by any third-party; (vi) any errors or omissions in any content or for any loss or damage or injury incurred as a result of the use of any content posted, emailed, transmitted, or otherwise made available through the Service; and/or (vii) User Content or the defamatory, offensive, or illegal conduct of any third-party. In the event You suffer any injury, whether delineated above or not, you agree and understand that you are releasing and forever discharging from liability Joyhelps, its affiliates, agents, directors, employees, suppliers, or licensors. If any part of this limitation of liability is found to be invalid or unenforceable for any reason, then the aggregate liability of Joy Research, Inc. (including its affiliates, agents, directors, employees, suppliers, or licensors) under such circumstance for liabilities that otherwise would have been limited, shall not exceed the greater of USD 100 or the total amount of fees paid to Joy Research Inc. by such person for or in connection with the Services in the twelve (12) month period preceding this applicable claim.

This limitation of liability section applies whether the alleged liability is based on contract, tort, negligence, strict liability, or any other basis, even if Joy Research Inc. has been advised of the possibility of such damage. The foregoing limitation of liability shall apply to the fullest extent permitted by law in the applicable jurisdiction.

The Service is controlled and operated from facilities in the United States of America. You understand and agree that, while Services meet all applicable laws in the United States of America, the Service may not meet licensing or other regulatory requirements in other locations. You agree that those who access or use the Service from other jurisdictions will do so at their own volition and are entirely responsible for compliance with all applicable laws and regulations, including but not limited to export and import regulations. You may not use the Service if You are a resident of a country embargoed, or are a foreign person or entity blocked or denied, as identified by embargo and sanctions lists maintained by the United Nations or the United States of America. Unless otherwise explicitly stated, all materials found on the Service are solely directed to individuals, companies, or other entities located in the United States of America.

14) WARRANTY

The service is provided on an "as is" and "as available" basis. Use of the Service is at your own risk. to the maximum extent permitted by applicable law, the Service is provided without warranties of any kind, whether express or implied, including, but not limited to, implied warranties of merchantability, fitness for a particular purpose, or non-infringement. No advice or information, whether oral or written, obtained by you from Joy Research, Inc. or through the Service will create any warranty not expressly stated herein. Without limiting the foregoing, Joy Research, its subsidiaries, its affiliates, and its licensors do not warrant that the content is accurate, reliable or correct; that the service will meet your requirements; that the service will be available at any particular time or location, uninterrupted or secure; that any defects or errors will be corrected; or that the service is free of viruses or other harmful components. Any content downloaded or otherwise obtained through the use of the service is downloaded at your own risk and you will be solely responsible for any damage to your computer system or mobile device or loss of data that results from such download or your use of the service.

Joy Research does not warrant, endorse, guarantee, or assume responsibility for any product or service advertised or offered by a third-party through the JOYhelps Service or any hyperlinked website or Service, and Joy Research, Inc. will not be a party to or in any way monitor any transaction between you and third-party providers of products or services.

15) ARBITRATION REQUIRED

In the event a dispute arises regarding the rights and obligations under the contract, or from any allowable use of the Service, the parties agree to use binding arbitration as the exclusive remedy to resolve the dispute. The parties agree that any dispute under this contract or use of the Service shall be subject to arbitration rules posted by United States Arbitration & Mediation. The costs of arbitration shall be split equally between JOYhelps and the user. In the event, United State Arbitration & Mediation is unable or unwilling to serve as an arbitrator, JOYhelps shall have the sole discretion to appoint an alternative arbitrator.

16) GOVERNING LAW

The App is controlled by Joy Research, Inc. from its offices in the United States. You agree that: (i) Access to, or use of, the App and Services and any related information and materials, may be prohibited by law in certain jurisdictions. You are responsible for compliance with all applicable laws of the jurisdiction from which You are accessing the App and Service. We make no representation that the information contained herein is appropriate or available for use in other locations; (ii) The Courts Dover, Delaware shall have the exclusive jurisdiction in respect of any matter, claim or dispute arising out of or in any way relating to this Agreement between the Parties. This Agreement shall be

governed by the laws of the United States. In the event of litigation, You agree that any action must be initiated in Dover, Kent County, Delaware You expressly agree to submit to the personal jurisdiction of the courts located in Dover, Kent County, Delaware for any actions for which we retain the right to seek injunctive or other equitable relief in a court of competent jurisdiction.

17) MODIFYING AND TERMINATING SERVICES

JOY Research may change or discontinue any or all or any parts of the Services, at any time and without notice, at our sole discretion, for any purpose, including to make improvements, address technical needs, and help prevent damage to users or the Services. You also have the right to stop using the Services at any time. To the extent permitted by applicable laws, we are not responsible for any loss or harm related to your inability to access or use the Services.

18) CHANGES TO TERMS

We may make changes to these Terms by notifying you of the changes, including by posting the revised Terms on the applicable Services or providing additional notice (like by email or via in-service message). For notices made by e-mail, the date of receipt will be deemed the date on which such notice is transmitted. Except as specified in section 16, disputes arising under these Terms will be resolved per the version of these Terms in place at the time the dispute arose. Unless we indicate otherwise in our notice, your use of the Services following the effective date of any changes to these Terms will constitute your acceptance of such changes. If you do not agree to the updated Terms, you should terminate your account and stop using the Services.

19) ADDITIONAL SERVICE TERMS

- A) These Terms and all additional terms incorporated herein constitute the entire and exclusive understanding and agreement between Calm and you regarding the Services, and these Terms supersede and replace any and all prior oral or written understandings or agreements between Calm and you regarding the Services.
- B) If any provision or part of a provision of these Terms is held unlawful, invalid, or unenforceable, that provision or part of the provision will be enforced to the maximum extent permissible and is deemed severable from these Terms, and the other provisions of these Terms will remain in full force and effect.
- C) These Terms and all additional terms and related documents, including notices and other communications are in the English language. Any translations provided are for your convenience only.
- D) You may not assign or transfer any of your rights or obligations under these Terms, by operation of law or otherwise, without JOY Research's prior written consent. Any attempt by you to assign or transfer your rights or obligations under these Terms, without such consent, will be null and of no effect. We may freely assign or transfer our rights and obligations under these Terms without restriction. Subject to the foregoing, these Terms will bind and inure to the benefit of the parties, their successors, and permitted assigns.

- E) JOY Research's failure to enforce any right or provision of these Terms will not be considered a waiver of such right or provision. The waiver of any such right or provision will be effective only if in writing and signed by a duly authorized representative of JOY Research. Except as expressly set forth in these Terms, the exercise by either party of any of its remedies under these Terms will be without prejudice to its other remedies under these Terms or otherwise.
- F) The section titles in these Terms are for convenience only and have no legal or contractual effect. Except as otherwise provided herein, these Terms are intended solely for the benefit of the parties and are not intended to confer third-party beneficiary rights upon any other person or entity. You agree that communications and transactions between us may be conducted electronically. Under California Civil Code Section 1789.3, California consumers 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 1625 N. Market Blvd., Suite N-112, Sacramento, California 95834, or by telephone at 1(800) 952-5210.
- G) Events beyond our reasonable control: We will not be held responsible for any delay or failure to comply with Our obligations under these Terms if the delay or failure arises from any cause which is beyond Our reasonable control. This condition does not affect your statutory rights.
- H) Assignment: The Terms, and any rights and licenses granted hereunder, may not be transferred or assigned by You, but may be assigned by Joy Research, Inc. without restriction. Any attempted transfer or assignment in violation hereof shall be null and void.
- I) Notifications: JOYhelps may provide notifications, whether such notifications are required by law or are for marketing or other business-related purposes, to You via email notice, written or hard copy notice, or through posting of such notice on Our website, as determined by Joy Research, Inc. in Our sole discretion. Joy Research, Inc. reserves the right to determine the form and means of providing notifications to Our Users, provided that You may opt out of certain means of notification as described in this Agreement. Joy Research, Inc. is not responsible for any automatic filtering You or Your network provider may apply to email notifications we send to the email address you provide us. JOY Research, Inc. may, in its sole discretion, modify or update this Agreement from time-to-time, and so You should review this page periodically. When We change the Agreement in a material manner, We will update the 'last modified' date at the top of this page. Your continued use of the Service after any such change constitutes Your acceptance of the new terms. If You do not agree to any of these terms or any future terms, do not use or access (or continue to access) the Service.

- J) Entire Agreement/Severability: These Terms, together with any amendments, policies and any additional agreements You may enter into with Joy Research in connection with the Service, shall constitute the entire agreement between You and Joy Research concerning the Service. If any provision of this Agreement is deemed invalid by a court of competent jurisdiction, the invalidity of such provision shall not affect the validity of the remaining provisions of this Agreement, which shall remain in full force and effect.
- K) No Waiver: No waiver of any term of this Agreement shall be deemed a further or continuing waiver of such term or any other term, and Joy Research Inc. failure to assert any right or provision under this Agreement shall not constitute a waiver of such right or provision.