

TERMS AND CONDITIONS OF USE

Welcome to Aura. These Terms and Conditions of Use (the "*Agreement*") govern your access to and use of the Website and its services.

PLEASE READ THIS AGREEMENT CAREFULLY BEFORE ACCESSING OR USING THE WEBSITE. BY CLICKING THE "I AGREE" BUTTON OR BY ACCESSING OR USING THE WEBSITE, YOU AGREE TO BE BOUND BY THE TERMS OF THIS AGREEMENT. IF YOU DO NOT AGREE TO THE TERMS OF THIS AGREEMENT, YOU ARE NOT AUTHORIZED TO ACCESS OR USE THE WEBSITE.

READ THIS AGREEMENT CAREFULLY, AS IT PROVIDES, AMONG OTHER THINGS:

- (i) in Section 14, that you and Aura will arbitrate certain claims instead of going to court and that you will not bring class-action claims against Aura;
- (ii) in Section 7, that certain terms and conditions apply with respect to recurring subscription Charges and automatic renewals;
- (iii) in Section 15, that Aura may make modifications, deletions, and additions to these Terms and Conditions of Use; and
- (iv) in Section 11, that you release Aura from, and waive your right to recover from Aura, certain damages.

You acknowledge that you will only create an account or otherwise use the Services and Software if you agree to be legally bound by all terms and conditions herein. Your acceptance of this Agreement creates a legally binding contract between you and Aura.

SCOPE OF SERVICES

The Website provides mental wellness resources, tools, and support services, including but not limited to educational content, self-assessment tools, guided exercises, peer support forums, workshops, retreats and wellness coaching sessions. The services offered on the Website do not include any medical treatment, therapy, counseling, or professional medical advice. Our services are intended for personal use only and are designed to complement, not replace, professional medical care. Users are expressly prohibited from using the Website's services for commercial purposes or for the benefit of third parties without our prior written consent.

AGE RESTRICTIONS

You must be at least 18 years of age to access and use the Website. By accessing or using the Website, you represent and warrant that you are at least 18 years old. We reserve the right to terminate your access to the Website immediately and without notice if we have reasonable grounds to believe that you are under 18 years of age. We may, at our sole discretion, request verification of your age at any time.

WELLNESS SERVICES DISCLAIMER

THE MENTAL WELLNESS SERVICES PROVIDED ON THE WEBSITE ARE FOR INFORMATIONAL AND EDUCATIONAL PURPOSES ONLY. THEY ARE NOT INTENDED TO BE A SUBSTITUTE FOR PROFESSIONAL MEDICAL ADVICE, DIAGNOSIS, OR TREATMENT. THE WEBSITE DOES NOT PROVIDE MEDICAL ADVICE, PSYCHIATRIC EVALUATION, PSYCHOTHERAPY, OR OTHER PROFESSIONAL SERVICES. WE STRONGLY RECOMMEND THAT YOU CONSULT WITH A QUALIFIED HEALTHCARE PROVIDER FOR ANY MEDICAL OR MENTAL HEALTH CONCERNS. NEVER DISREGARD PROFESSIONAL MEDICAL ADVICE OR DELAY IN SEEKING IT BECAUSE OF SOMETHING YOU HAVE READ OR LEARNED THROUGH THE WEBSITE. IF YOU THINK YOU MAY HAVE A MEDICAL EMERGENCY, CALL YOUR DOCTOR, GO TO THE EMERGENCY DEPARTMENT, OR CALL 911 IMMEDIATELY.

ZOOM INTEGRATION

The Website may integrate with Zoom, a third-party video conferencing platform, to provide certain services such as virtual wellness sessions, group discussions, and coaching appointments. When using the Zoom integration, you agree to be bound by Zoom's Terms of Service, which can be found at <https://www.zoom.com/en/trust/terms/>, as well as Zoom's Privacy Policy and any other applicable terms and conditions imposed by Zoom. We are not responsible for the availability, reliability, security, or functionality of the Zoom platform, and your use of Zoom is at your own risk. You acknowledge that any information shared during Zoom sessions may be subject to Zoom's data collection and privacy practices, which are independent from our own. We make no representations or warranties regarding the security or confidentiality of communications conducted through the Zoom platform.

USER ACCOUNT CONFIDENTIALITY AND THIRD PARTY ACCESS

To access certain features of the Website, you may be required to create a user account. You are responsible for maintaining the confidentiality of your account information, including your username and password, and for all activities that occur under your account. You agree to notify us immediately of any unauthorized use of your account or any other breach of security. We will treat all personal information provided through your user account with the utmost confidentiality and in accordance with our Privacy Policy, which is available at <https://rediscoveraura.com/Account/Signup/Privacy>.

You agree not to share your account credentials with any third party or allow any third party to access the Website using your account. You further agree to provide accurate, current, and complete information during the registration process and to update such information to keep it accurate, current, and complete. We reserve the right to suspend or terminate your account if any information provided during the registration process or thereafter proves to be inaccurate, not current, or incomplete.

CONFIDENTIALITY

Definition. “Confidential Information” means: (i) with respect to Aura, any information disclosed by, for, or on behalf of Aura, directly or indirectly, to you or any End User in connection with this Agreement, the Services or Software, or learned or accessed by you or any End User in connection with the Services or Software, including business information, development plans, product roadmap details, systems, strategic plans, source code, services, products, pricing, methods, processes, financial data, programs, trade secrets, know-how, and marketing plans, however it is conveyed in any form or medium, together with all information derived from the foregoing, and any other information that is designated as being confidential (whether or not it is marked as “confidential”) or which is known by you or the End User or reasonably should be understood by you or the End User to be confidential (“Aura’s Confidential Information”); and (ii) with respect to you, any information disclosed by you to Aura that (a) must be kept confidential pursuant to applicable Law or (b) is sensitive security and technical information that is clearly and conspicuously marked as “confidential” by you (“Customer Confidential Information”). Customer Content is not Customer Confidential Information; however, Customer Content will be protected in accordance with Section 5.

- 1.1. **Exclusions.** Confidential Information does not include information that: (i) is already rightfully known to the receiving party at the time it is received, free from any obligation to keep such information confidential; (ii) becomes publicly known or available through no act or omission of the receiving party or any third party; (iii) is rightfully received from a third party without restriction and without breach of this Agreement; or (iv) is

independently developed by the receiving party without the use of the disclosing party's Confidential Information.

1.2. Obligation of Confidentiality. You and Aura shall take reasonable steps to maintain the confidentiality of each other's Confidential Information using measures that are at least as protective as those taken to protect its own information of a similar sensitivity, but in no event using less than a reasonable standard of care. Neither you nor Aura will disclose the other party's Confidential Information to any person or entity except to its employees, advisors, and attorneys who have a strict need to know the information in connection with this Agreement and who are bound by confidentiality obligations at least as protective as the provisions herein. In addition to the foregoing permitted disclosures, Aura also may disclose Customer Confidential Information to its consultants, contractors, service providers, subprocessors, and other third parties who are bound by confidentiality obligations at least as protective as the confidentiality provisions herein.

1.3. Permitted and Compelled Disclosures. Notwithstanding the restrictions in this Section 6 and without limiting any other rights of Aura, including our disclosure rights without notice to a governmental request, we may disclose Customer Confidential Information received in connection with this Agreement, the Services, or Software to the extent authorized or as required by applicable Law; provided, however, that Aura will first notify you, unless providing such notice or timely notice is: (i) prohibited by applicable Law; or (ii) determined by Aura in its sole discretion to be (a) a risk or potential risk of harm to a person or to the health of a person, (b) a risk or potential risk of damage to property, (c) an emergency, or (d) a threat to the Services, Software, or Aura's rights or property.

PAYMENTS AND CANCELLATIONS

Services on the website are available for a fee. All fees are clearly displayed prior to purchase and are non-refundable unless otherwise specified. We reserve the right to change our pricing at any time, with or without notice, but any price changes will not affect services already purchased. You are responsible for any applicable taxes or other charges associated with your use of the Website's services.

Subscription services will automatically renew at the end of each billing period unless you cancel your subscription at least 48 hours before the end of the current billing period. You may cancel your subscription or access to the Website at any time through your account settings or by contacting our customer support team at contact@rediscoveraura.com but you will not receive a refund for any unused portion of your subscription.

In the event of technical difficulties or service interruptions that significantly impact your ability to access or use paid services, we may, at our sole discretion, offer credits, extensions,

or refunds on a case-by-case basis. To request consideration for such accommodations, please contact our customer support team at contact@rediscoveraura.com within 7 days of the service interruption.

INTELLECTUAL PROPERTY

The content, design, and structure of the Website, including but not limited to text, graphics, logos, button icons, images, audio clips, digital downloads, data compilations, software, and the compilation thereof, are the property of Aura and are protected by copyright, trademark, trade dress, and other intellectual property laws of the United States and foreign countries. You may not modify, copy, distribute, transmit, display, publish, sell, license, create derivative works from, or use any aspect of the Website's content or underlying software without our prior written consent.

You retain ownership of any content you submit, post, or display on or through the Website ("User Content"). By submitting, posting, or displaying User Content, you grant us a worldwide, non-exclusive, royalty-free license to use, reproduce, adapt, publish, translate, and distribute such User Content in any media. You represent and warrant that you own or have the necessary rights to the User Content you submit and that such User Content does not infringe upon the intellectual property rights or other rights of any third party.

Any feedback, comments, or suggestions you may provide regarding the Website or its services is entirely voluntary, and we will be free to use such feedback, comments, or suggestions without any obligation to you.

PRIVACY AND CHANGES

We may update or modify this Agreement at any time, with or without prior notice to you. We will make reasonable efforts to notify you of material changes to this Agreement by posting a notice on the Website or sending an email to the address associated with your account. Your continued use of the Website after any changes to this Agreement constitutes your acceptance of the updated terms. If you do not agree to the modified terms, you should discontinue your use of the Website.

Please review our Privacy Policy at <https://rediscoveraura.com/Account/Signup/Privacy> for information about how we collect, use, and protect your personal data. Our Privacy Policy is incorporated by reference into this Agreement and forms an integral part of the legal agreement between you and us.

TERMINATION

We reserve the right to suspend or terminate your access to the Website at any time, with or without notice, for any reason, including if we reasonably believe that you have violated this Agreement. Upon termination, your right to use the Website will immediately cease, and we may, without liability to you or any third party, delete or remove your User Content and account information from the Website.

You may also cancel your account at any time by following the instructions on the Website or by contacting our customer support team at contact@rediscoveraura.com, but you will not receive a refund for any unused portion of your subscription. Sections of this Agreement that, by their nature, should survive termination shall survive termination, including, without limitation, ownership provisions, warranty disclaimers, indemnity, and limitations of liability.

LIMITED WARRANTY AND LIMITATION OF LIABILITY

READ THIS SECTION CAREFULLY AS IT LIMITS OUR LIABILITY TO YOU.

THE WEBSITE AND ITS SERVICES ARE PROVIDED "AS IS" AND "AS AVAILABLE"...

IN NO EVENT SHALL AURA, ITS OFFICERS, DIRECTORS, EMPLOYEES, AGENTS, SUPPLIERS, OR LICENSORS BE LIABLE FOR ANY:

- **SPECIAL, INCIDENTAL, INDIRECT, CONSEQUENTIAL, EXEMPLARY, OR PUNITIVE DAMAGES;**
- **LOSS OF BUSINESS PROFITS, BUSINESS INTERRUPTION, LOSS OF BUSINESS INFORMATION, LOSS OF BUSINESS OPPORTUNITY;**
- **UNAUTHORIZED ACCESS TO, LOSS OF, DELETION OF, OR ALTERATION OF SYSTEM DATA, CUSTOMER CONTENT, OR CUSTOMER DATA;**
- **COSTS RELATED TO THE PROCUREMENT OF SUBSTITUTE GOODS OR SERVICES;**
- **TERMINATION, SUSPENSION, DISCONTINUANCE, OR DISCONNECTION OF THE SERVICES;**
- **A FAILURE OF YOUR INTERNET SERVICES, DOWNTIME, OR MAINTENANCE;**
- **OUR FAILURE TO PROVIDE TECHNICAL OR OTHER SUPPORT SERVICES; OR**
- **DAMAGES, IN THE AGGREGATE FOR ALL CLAIMS ARISING OUT OF OR RELATED TO THIS AGREEMENT, EXCEEDING THE AMOUNT ACTUALLY PAID BY YOU FOR THE SERVICES (IF ANY) IN THE TWELVE (12) MONTHS.**

PRECEDING THE EVENT OR CIRCUMSTANCES GIVING RISE TO SUCH CLAIMS.

THESE EXCLUSION OF DAMAGES AND LIMITATIONS ON AVAILABLE DAMAGES APPLY TO ALL CLAIMS, OBLIGATIONS, AND LIABILITIES ARISING OUT OF OR RELATED TO THIS AGREEMENT, AND WHETHER ARISING IN TORT (INCLUDING NEGLIGENCE OR STRICT LIABILITY), STATUTE, CONTRACT, OR ANY OTHER LEGAL THEORY, EVEN IF AURA, ITS AFFILIATES, OR OUR LICENSORS OR SUPPLIERS HAVE BEEN ADVISED OF THE POSSIBILITY THAT SUCH DAMAGES MAY BE INCURRED BY YOU AND EVEN IF YOUR REMEDIES FAIL OF THEIR ESSENTIAL PURPOSE.

SOME JURISDICTIONS DO NOT ALLOW THE EXCLUSION OF CERTAIN WARRANTIES OR THE LIMITATION OR EXCLUSION OF LIABILITY FOR INCIDENTAL OR CONSEQUENTIAL DAMAGES. ACCORDINGLY, SOME OF THE ABOVE LIMITATIONS MAY NOT APPLY TO YOU.

INDEMNIFICATION

You agree to defend, indemnify, and hold harmless Aura, its officers, directors, employees, agents, licensors, and suppliers from and against any claims, actions, demands, liabilities, and settlements, including, without limitation, reasonable legal and accounting fees, arising out of or in any way connected with (i) your use of or inability to use the Website or services, (ii) your violation of this Agreement, (iii) your violation of any rights of another, or (iv) your User Content. We reserve the right, at your expense, to assume the exclusive defense and control of any matter for which you are required to indemnify us, and you agree to cooperate with our defense of these claims.

COMPLIANCE WITH LAWS

You agree to comply with all applicable local, state, national, and international laws, regulations, and rules in connection with your use of the Website and its services. You shall not use the Website for any unlawful purpose or in any manner that could damage, disable, overburden, or impair the Website or interfere with any other party's use and enjoyment of the Website. You shall not obtain or attempt to obtain any materials or information through any means not intentionally made available or provided for through the Website.

DISPUTE RESOLUTION, ARBITRATION AND OPTING OUT

Any dispute arising out of or relating to this Agreement or your use of the Website shall first be resolved through good faith negotiations between you and Aura. If such dispute cannot be resolved through negotiations within thirty (30) days from the date the dispute is first raised, either party may submit the dispute to binding arbitration.

The arbitration shall be conducted in accordance with the rules of the American Arbitration Association (AAA) and shall take place in Queens County, New York State. The arbitration shall be conducted by a single arbitrator selected in accordance with the AAA rules. The arbitrator's award shall be final and binding and may be entered as a judgment in any court of competent jurisdiction.

To the fullest extent permitted by applicable law, **NO ARBITRATION OR CLAIM UNDER THIS AGREEMENT SHALL BE JOINED TO ANY OTHER ARBITRATION OR CLAIM, INCLUDING ANY ARBITRATION OR CLAIM INVOLVING ANY OTHER CURRENT OR FORMER USER OF THE WEBSITE, AND NO CLASS ARBITRATION PROCEEDINGS SHALL BE PERMITTED.**

Notwithstanding the foregoing, either party may seek injunctive or other equitable relief in any court of competent jurisdiction to protect its intellectual property rights pending the completion of arbitration.

You may reject this Arbitration Agreement and opt out of arbitration by sending an email to contact@rediscoveraura.com within (i) thirty (30) calendar days of April 1, 2023 if you are an existing user, or (ii) thirty (30) calendar days of the date you created your account if you are a new user. Your opt-out notice must be individualized and must be sent from the email address associated with your individual Aura account. An opt-out notice that purports to opt out multiple parties will be invalid as to all such parties. No individual (or their agent or representative) may effectuate an opt out on behalf of other individuals. Your notice to opt-out must include your first and last name, address, the email address associated with your Aura account, and an unequivocal statement that you decline this Arbitration Agreement. If you do decide to opt out, that opt out will apply to this Arbitration Agreement and all previous versions thereof, and neither party will have the right to compel the other to arbitrate any Dispute. However, all other parts of this Arbitration Agreement will continue to apply to you, and opting out of this Arbitration Agreement has no effect on any other arbitration agreements that you may enter into in the future with us.

MODIFICATIONS TO THIS AGREEMENT

- 1.1. General Changes.** Aura may make modifications, deletions, and additions to this Agreement (“Changes”) from time to time in accordance with this Section 14.1. Changes to these Terms and Conditions of Use will be posted here or, which you should regularly check for the most recent version and also save the most up to date version in your files. When Changes are made, Aura will indicate the effective date of the Changes at the top of the Terms and Conditions of Use located <https://rediscoveraura.com/Account/Signup/terms>. Changes to this Agreement do not create a renewed opportunity to opt out of arbitration (if applicable). If you continue to use the Services after the effective date of the Changes, then you agree to the revised terms and conditions. In some instances, Aura may notify you of a Change and also may request express confirmation of your consent to a Change. If a Change requires a specific notice pursuant to applicable Law, Aura will provide you with such notice in the manner prescribed by applicable Law, together with any required notification of your rights.
- 1.2. Other Changes.** You agree that Aura may modify, delete, and make additions to its guides, statements, policies, and notices, with or without notice to you, and for similar guides, statements, policies, and notices applicable to your use of the Services by posting an updated version on the applicable webpage. In most instances, you may subscribe to these webpages using an authorized email in order to receive certain updates to policies and notices.
- 1.3. Change Notifications.** It is your responsibility to keep your email address up to date for any notices that Aura may send to you from time to time and to regularly review this Agreement by reviewing these Terms and Conditions of Use.
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FORCE MAJEURE

Aura shall not be liable for any failure to perform its obligations under this Agreement if such failure results from circumstances beyond its reasonable control, including, without limitation, acts of God, natural disasters, pandemic, epidemic, war, civil unrest, terrorism, labor disputes or strikes, government actions or regulations, third-party technology failures, internet disturbances, or other similar events. In the event of a force majeure occurrence, we will make reasonable efforts to notify you and to resume performance as soon as reasonably possible.

GOVERNING LAW AND JURISDICTION

This Agreement and your use of the Website shall be governed by and construed in accordance with the laws of the State of New York, without giving effect to any principles of conflicts of law. Subject to the Dispute Resolution section above, any legal action or proceeding relating to

this Agreement or your access to or use of the Website shall be instituted exclusively in the federal or state courts located in Queens County, State of New York, and you agree to submit to the personal jurisdiction of such courts.

SEVERABILITY

If any provision of this Agreement is found to be invalid, illegal, or unenforceable, the remaining provisions shall remain in full force and effect, and the invalid, illegal, or unenforceable provision shall be deemed modified so that it is valid, legal, and enforceable to the maximum extent permitted by law.

ENTIRE AGREEMENT

This Agreement, together with the Privacy Policy and any other legal notices published by Aura on the Website, constitutes the entire agreement between you and Aura concerning the Website and its services, and supersedes all prior or contemporaneous communications, understandings, and agreements, whether oral or written, between you and Aura relating to the Website.

18. CONTACT INFORMATION

If you have any questions or concerns about this Agreement or the Website, please contact us at: contact@rediscoveraura.com.