

Bridging Consciousness Terms of Service

1. Introduction.

1.1. Effective Date. The effective date of this Agreement is August 1, 2016.

1.2. Agreement. Welcome to Bridging Consciousness! Bridging Consciousness ("Bridging Consciousness" or "**Company**") recommends that you read the following terms and conditions carefully. By accessing or using the Bridging Consciousness website, the Bridging Consciousness Service, including any software applications made available by Bridging Consciousness (together, the "**Website**" or "**Service**"), however accessed or used, you agree to be bound by these terms (the "**Terms of Service**" or the "**Agreement**"). By using the Service, you agree to be bound by this Agreement, constituting a legally binding agreement between Bridging Consciousness and you concerning your use of the Service. We encourage you to print the Agreement or save it to your computer for reference.

1.3. Separate Privacy Policy. By using the Service, you represent and warrant that you have read and understood, and agree to be bound by, this Agreement and Bridging Consciousness's Privacy Policy (the "**Privacy Policy**"), which is incorporated into this Agreement by reference. The Privacy Policy is available at <http://bridging-consciousness.com>.

1.4. *No Permission Without Agreement.* *If you do not understand this Agreement, or do not agree to be bound by it or the Privacy Policy, you may not access or use the Service, and you must immediately cease accessing or using the Service.*

1.5. *Arbitration and Remedies.* *These terms contain a mandatory arbitration of disputes provision that requires the use of arbitration on an individual basis to resolve disputes, rather than jury trials or class actions, and also limits the remedies available to you in the event of a dispute. See Section 18 (Dispute Resolution) for full details.*

2. Privacy Policy. By using the Service, you consent to the collection and use of certain information about you, as specified in the Privacy Policy discussed in Section 1.3 (Separate Privacy Policy). Bridging Consciousness encourages users of the Service to frequently check the Privacy Policy for changes.

3. *Changes to Agreement and Privacy Policy.* *Internet technology and the applicable laws, rules, and regulations change frequently. Accordingly, Bridging Consciousness reserves the right to change this Agreement and its Privacy Policy at any time upon*

notice to you, to be given by the posting of a new version or a change notice. It is your responsibility to review this Agreement and the Privacy Policy periodically. If at any time you find either this Agreement or the Privacy Policy unacceptable, you must immediately cease accessing and/or using the Service. Unless Bridging Consciousness obtains your express consent, any revised Privacy Policy will apply only to information collected by Bridging Consciousness after the revised Privacy Policy takes effect, and not to information collected under any earlier versions of the Privacy Policy.

4. Eligibility.

4.1. ***By accessing and/or using the Service, including by doing so after accessing this Agreement, you represent and warrant that you are at least 18 years old, and are otherwise legally qualified to enter into and form contracts under applicable law.***

4.2. Corporate Use. If you are using the Service on behalf of a company, you further represent and warrant that you are authorized to act and enter into contracts on behalf of that company.

5. License. Subject to your compliance with these Terms of Service, Bridging Consciousness grants you a non-exclusive, non-sublicensable, revocable as stated in this Agreement, non-transferable license to access the Bridging Consciousness websites (located at the following URL: <http://bridging-consciousness.com>), and to use the Service. The Service, including any portion of the Bridging Consciousness Website, may not be reproduced, duplicated, copied, modified, sold, resold, distributed, transmitted, or otherwise exploited for any commercial purpose without the prior, express written consent of Bridging Consciousness. All rights not expressly granted in this Agreement are reserved by Bridging Consciousness. Without limitation, this Agreement grants you no rights to the intellectual property of Bridging Consciousness or any other party, except as expressly stated in this Agreement. The license granted in this section is conditioned on your compliance with this Agreement. Your rights under this section will immediately terminate if you breach, actually or potentially, in the sole judgment of Bridging Consciousness, any provision of this Agreement.

6. Health Disclaimers.

6.1. No Professional Medical Service or Advice. Bridging Consciousness provides the Website for informational purposes only. The Website does not contain or constitute, and should not be interpreted as, medical advice or opinion. Bridging Consciousness is not a medical professional, and does not provide medical services or render medical advice. The Website and Service are not a substitute for

the advice of a medical professional, and the information made available on or through the Website and Service should not be relied upon when making medical decisions, or to diagnose or treat a medical or health condition. If you require medical advice or services, you should consult a medical professional.

- 6.2. ***No Doctor-Patient Relationship. Your use of the Website does not create a doctor-patient relationship between you and Bridging Consciousness.***
- 6.3. ***No FDA or Other Government Review. Statements on the Website have not been evaluated by the Food and Drug Administration.***
- 6.4. ***Not for Treatment of Disease. The products sold on the Website are not intended to diagnose, treat, cure, or prevent any disease.***
7. **No Reliance on Third Party Content.**
 - 7.1. Opinions, advice, statements, or other information made available through the Service by third parties are those of their respective authors, and should not necessarily be relied upon. Those authors are solely responsible for their content. Bridging Consciousness does not: (i) guarantee the accuracy, completeness, or usefulness of any third-party information accessible on or through the Service; or (ii) adopt, endorse, or accept responsibility for the accuracy or reliability of any opinion, advice, or statement made by a third party through the Service. Under no circumstances will Bridging Consciousness be responsible for any loss or damage resulting from your reliance on information or other content posted through the Service transmitted to or by any third party.
8. ***Assumption of Risk; Release. You knowingly and freely assume all risk when using the Service. You, on behalf of yourself, your personal representatives, and your heirs, voluntarily agree to release, waive, discharge, hold harmless, defend, and indemnify Bridging Consciousness and its stockholders, officers, directors, employees, agents, affiliates, consultants, representatives, sublicensees, successors, and assigns (collectively, the "Company Parties") from any and all claims, actions, or losses for bodily injury, property damage, wrongful death, emotional distress, loss of privacy, or other damages or harm, whether to you or to third parties, that may result from your use of the Service.***
9. **Consent to Receive Electronic Communications from Company.** By registering for the Service and providing your name, email, postal or residential address, and/or phone number through the Service, you expressly consent to receive electronic and other communications from Bridging Consciousness, over the short term and periodically, including email communications. These communications will be about the Service, new

product offers, promotions, and other matters. You may opt out of receiving electronic communications at any time by following the unsubscribe instructions contained in each communication, or by sending an email to info@bridging-consciousness.com. You agree that these electronic communications satisfy any legal requirements that communications or notices to you be in writing.

10. Third Party Websites. The Service is linked with the websites of third parties ("**Third Party Websites**"), some of whom may have established relationships with Bridging Consciousness and some of whom may not. Bridging Consciousness does not have control over the content and performance of Third Party Websites. Bridging Consciousness has not reviewed, and cannot review or control, all of the material, including computer software or other goods or services, made available on Third Party Websites. Accordingly, Bridging Consciousness does not represent, warrant, or endorse any Third Party Websites, or the accuracy, currency, content, fitness, lawfulness, or quality of the information, material, goods, or services available through Third Party Websites. Bridging Consciousness disclaims, and you agree to assume, all responsibility and liability for any damages or other harm, whether to you or to third parties, resulting from your use of Third Party Websites.
11. Your Responsibility for Defamatory Comments.
 - 11.1. You agree and understand that you may be held legally responsible for damages suffered by other users or third parties as the result of your remarks, information, feedback, or other content posted or made available through the Service that is deemed defamatory or otherwise legally actionable. Under Section 230 of the Federal Communications Decency Act of 1996, Bridging Consciousness is not legally responsible, nor can it be held liable for damages of any kind, arising out of or in connection to any defamatory or otherwise legally actionable remarks, information, feedback, or other content posted or made available through the Service.
 - 11.2. If you raise or file any claim against Bridging Consciousness for conduct that a Court of Competent Jurisdiction later finds to constitute an "exercise of a publisher's traditional editorial functions," or the legal equivalent, you agree to fully and immediately compensate Bridging Consciousness for all losses, liability, damages, costs, and expenses, including without limitation all attorneys' fees and expenses in defending the action and resolving the matter. If you fail to compensate Bridging Consciousness for any such claim, you agree and authorize Bridging Consciousness to report your Personal Information, including without

limitation your unpaid claim, to consumer credit reporting services, collection agencies, and others.

12. Objectionable Content. You agree that you shall not use the Service to upload, post, transmit, display, perform, or distribute any content, information, or materials that: (a) are libelous, defamatory, abusive, threatening, excessively violent, harassing, obscene, lewd, lascivious, filthy, or pornographic; (b) constitute child pornography; (c) solicit personal information from or exploit in a sexual or violent manner anyone under the age of 18; (d) incite, encourage, or threaten physical harm against another; (e) promote or glorify racial intolerance, use hateful and/or racist terms, or signify hate toward any person or group of people; (f) glamorize the use of illegal substances and/or drugs; (g) advertise or otherwise solicit funds or constitute a solicitation for goods or services; (h) violate any provision of this Agreement or any other Bridging Consciousness agreement or policy, including without limitation Bridging Consciousness's Privacy Policy; (i) disclose another's personal, confidential, or proprietary information; (j) are false or fraudulent; (k) contains images or videos of individuals captured or posted without their consent; (l) promote self-destructive behavior (including without limitation eating disorders or suicide); or (m) are generally offensive, rude, mean-spirited, or in bad taste, as determined by Bridging Consciousness in its sole discretion (collectively, "**Objectionable Content**"). Bridging Consciousness disclaims any perceived, implied, or actual duty to monitor content made available through the Service, and specifically disclaims any responsibility or liability for information provided on the Service. Without limiting any of its other remedies, Bridging Consciousness reserves the right to terminate your use of the Service or your uploading, posting, transmission, display, performance, or distribution of Objectionable Content. Bridging Consciousness, in its sole discretion, may delete any Objectionable Content from its servers. Bridging Consciousness intends to cooperate fully with any law enforcement officials or agencies in the investigation of any violation of this Agreement or of any applicable laws.
13. Prohibited Uses. Bridging Consciousness imposes certain restrictions on your use of the Service. Any violation of this section may subject you to civil and/or criminal liability. The following are expressly prohibited:
 - 13.1. harassing or stalking any person, or contacting any person who has requested not to be contacted
 - 13.2. providing false, misleading, or inaccurate information to Bridging Consciousness or any other person in connection with the Service

- 13.3. impersonating, or otherwise misrepresenting affiliation, connection, or association with, any person or entity
- 13.4. modifying or changing the placement and location of any advertisement posted through the Service
- 13.5. harvesting or otherwise collecting information about users, including email addresses and phone numbers
- 13.6. without express written permission from Bridging Consciousness, using or attempt to use any engine, software, tool, agent, or other device or mechanism (including without limitation browsers, spiders, robots, avatars, or intelligent agents) to harvest or otherwise collect information from the Service for any use, including without limitation use on Third Party Websites
- 13.7. accessing content or data not intended for you, or logging into a server or account that you are not authorized to access
- 13.8. attempting to probe, scan, or test the vulnerability of the Service, or any associated system or network, or breaching security or authentication measures without proper authorization
- 13.9. interfering or attempt to interfere with the use of the Service by any other user, host, or network, including (without limitation) by submitting malware or exploiting software vulnerabilities
- 13.10. using the Service to send unsolicited email, including without limitation promotions or advertisements for products or services
- 13.11. forging, modifying, or falsifying any network packet or protocol header or metadata in any connection with, or transmission to, the Service (for example, SMTP email headers, HTTP headers, or Internet Protocol packet headers)
- 13.12. while using the Service, using ad-blocking or other content-blocking software, browser extensions, or built-in browser options designed to hide, block, or prevent the proper display of online advertising
- 13.13. attempting to modify, reverse-engineer, decompile, disassemble, or otherwise reduce or attempt to reduce to a human-perceivable form any of the source code used by the Company Parties in providing the Service, including without limitation any fraudulent effort to modify software or any other technological mechanism for measuring the number of impressions generated by individual

content and/or the overall Service to determine and/or audit advertising revenues and payments, if applicable

13.14. creating additional accounts to promote your (or another's) business, or causing others to do so

13.15. paying anyone for interactions on the Service

14. Intellectual Property.

14.1. Compliance with Law.

14.1.1. You represent and warrant that, when using the Service, you will obey all applicable laws and respect the intellectual property rights of others. Your use of the Service is at all times governed by and subject to copyright and other intellectual property laws. You agree not to upload, post, transmit, display, perform, or distribute any content, information, or other materials in violation of any third party's copyrights, trademarks, or other intellectual property or proprietary rights.

14.2. Trademarks. Bridging Consciousness and the Bridging Consciousness logo (collectively, the "**Company Marks**") are trademarks or registered trademarks of Bridging Consciousness. Other trademarks, service marks, graphics, logos, and domain names appearing anywhere on, through, or in connection with the Service may be the trademarks of third parties. Neither your use of the Service nor this Agreement grant you any right, title, or interest in, or any license to reproduce or otherwise use, the Company Marks or any third-party trademarks, service marks, graphics, logos, or domain names. You agree that any goodwill in the Company Marks generated as a result of your use of the Service will inure to the benefit of Bridging Consciousness, and you agree to assign, and do assign, all such goodwill to Bridging Consciousness. You shall not at any time, nor shall you assist others to, challenge Bridging Consciousness's right, title, or interest in, or the validity of, the Company Marks.

14.3. Copyrighted Materials; Copyright Notice. All content and other materials available through the Service, including without limitation the Bridging Consciousness logo, design, text, graphics, and other files, and their selection, arrangement, and organization, are either owned by Bridging Consciousness or are the property of Bridging Consciousness's licensors and suppliers. Except as explicitly provided, neither your use of the Service nor this Agreement grant you any right, title, or interest in any such materials.

14.4. DMCA Policy.

- 14.4.1. As Bridging Consciousness asks others to respect Bridging Consciousness's intellectual property rights, Bridging Consciousness respects the intellectual property rights of others. Bridging Consciousness follows the notice and takedown procedures in the Digital Millennium Copyright Act ("**DMCA**").
- 14.4.2. If you believe content located on or linked to by the Service violates your copyright, please immediately notify Bridging Consciousness by emailed DMCA takedown notice ("**Infringement Notice**"), providing the information described below. If Bridging Consciousness takes action in response to an Infringement Notice, it will make a good faith attempt to contact the party who made the content available at the most recent email address that party provided to Bridging Consciousness.
- 14.4.3. Under the DMCA, you may be held liable for damages based on material misrepresentations in your Infringement Notice. You must also make a good-faith evaluation of whether the use of your content is a fair use; fair uses are not infringing. (See 17 U.S.C. Section 107, available at <https://www.law.cornell.edu/uscode/text/17/107>, and *Lenz v. Universal Music Corp.*, No. 13-16106 (9th Cir. Sep. 14, 2015), available at <https://www.courtlistener.com/opinion/2937139/stephanie-lenz-v-universal-music-corp/>.) If you are not sure if content located on or linked to by the Service infringes your copyright, you should first contact an attorney.
- 14.4.4. The DMCA requires that all Infringement Notices must include the following:
 - 14.4.4.1. A signature, electronic or physical, of the copyright owner or a person authorized to act on their behalf;
 - 14.4.4.2. An identification of the copyright claimed to have been infringed;
 - 14.4.4.3. A description of the nature and location of the material that you claim to infringe your copyright, in sufficient detail to permit Bridging Consciousness to find and positively identify that material;
 - 14.4.4.4. Your name, address, telephone number, and email address;
and

14.4.4.5. A statement by you: (i) that you believe in good faith that the use of the material that you claim to infringe your copyright is not authorized by law, or by the copyright owner or such owner's agent; and, (ii) under penalty of perjury, that all of the information contained in your Infringement Notice is accurate, and that you are either the copyright owner or a person authorized to act on their behalf.

14.4.5. Infringement Notices should be sent to info@bridging-consciousness.com with the subject line "DMCA Notice: (INSERT YOUR NAME OR YOUR COMPANY'S NAME)".

14.4.6. Bridging Consciousness will respond to all DMCA-compliant Infringement Notices, including, as required or appropriate, by removing the offending material or disabling all links to the offending material.

14.4.7. Disclosure. All received Infringement Notices may be posted in full to the Lumen database (<https://lumendatabase.org/>), previously known as the Chilling Effects Clearinghouse.

15. Disclaimers; Limitation of Liability.

15.1. ***No Warranties. Bridging Consciousness, on behalf of itself and its licensors and suppliers, expressly disclaims any and all warranties, express or implied, regarding the Service, arising by operation of law or otherwise, including without limitation any and all implied warranties of merchantability, fitness for a particular purpose, non-infringement, no encumbrance, or title, in addition to any warranties arising from a course of dealing, usage, or trade practice. Neither Bridging Consciousness nor its licensors or suppliers warrants that the Service will meet your requirements, or that the operation of the Service will be uninterrupted or error-free. Bridging Consciousness disclaims all implied liability for damages arising out of the furnishing of the Service pursuant to this Agreement, including without limitation, mistakes, omissions, interruptions, delays, tortious conduct, errors, representations, or other defects arising out of the failure to the furnish the Service, whether caused by acts of commission or omission, or any other damage occurring. Bridging Consciousness shall not be liable for any indirect, incidental, special, consequential, or punitive damages (including without limitation damages for lost profits or lost revenues), whether caused by the acts or omissions of***

Bridging Consciousness, Company Parties, or Bridging Consciousness users, or their agents or representatives.

15.2. Your Responsibility for Loss or Damage; Backup of Data.

15.2.1. *You agree that your use of the Service is at your sole risk. You will not hold Bridging Consciousness or its licensors and suppliers, as applicable, responsible for any loss or damage that results from your access to and/or use of the Service, including without limitation any loss or damage to any of your computers, mobile devices, including without limitations tablets and/or smartphones, or data. The Service may contain bugs, errors, problems, or other limitations.*

15.2.2. *Importantly, you acknowledge that a catastrophic disk failure or other similar event could result in the loss of all of the data related to your account. You agree and understand that it is your responsibility to backup your data to your personal computer or external storage device and to ensure such backups are secure.*

15.3. Limitation of Liability. *In no event shall Bridging Consciousness or its licensors or suppliers be liable to you for any claims arising from your use with the Service, including without limitation for special, incidental, or consequential damages, lost profits, lost data or confidential or other information, loss of privacy, costs of procurement of substitute goods or services, failure to meet any duty including without limitation of good faith or of reasonable care, negligence, or otherwise, regardless of the foreseeability of those damages or of any advice or notice given to Bridging Consciousness or its licensors and suppliers arising out of or in connection with your use of the Service. This limitation shall apply regardless of whether the damages arise out of breach of contract, tort, or any other legal theory or form of action. You agree that this limitation of liability represents a reasonable allocation of risk and is a fundamental element of the basis of the bargain between Bridging Consciousness and you. The Service would not be provided without such limitations.*

15.4. Application of Disclaimers. *The above disclaimers, waivers, and limitations do not in any way limit any other disclaimer of warranties or any other limitation of liability in any other agreement between you and Bridging Consciousness or between you and any of Bridging Consciousness's licensors and suppliers. Some jurisdictions may not allow the exclusion of certain implied warranties or*

the limitation of certain damages, so some of the above disclaimers, waivers, and limitations of liability may not apply to you. Bridging Consciousness's licensors and suppliers are intended third-party beneficiaries of these disclaimers, waivers, and limitations. No advice or information, whether oral or written, obtained by you through the Service or otherwise shall alter any of the disclaimers or limitations stated in this section.

16. Your Representations and Warranties. You represent and warrant that your use of the Service will be in accordance with this Agreement and any other Bridging Consciousness policies, and with any applicable laws or regulations.
17. Indemnity by You.
 - 17.1. Without limiting any indemnification provision of this Agreement, you (the "**Indemnitor**") agree to defend, indemnify, and hold harmless Bridging Consciousness and the Company Parties (collectively, the "**Indemnitees**") from and against any and all claims, actions, demands, causes of action, and other proceedings (individually, "**Claim**", and collectively, "Claims"), including but not limited to legal costs and fees, and providing sole and exclusive control of the defense of any action to Bridging Consciousness, including the choice of legal counsel and all related settlement negotiations, arising out of or relating to: (i) the relationship between you and Bridging Consciousness, whether based in contract, tort, statute, fraud, misrepresentation, or any other legal theory; (ii) your breach of this Agreement, including without limitation any representation or warranty contained in this Agreement; (iii) your access to or use of the Service; (iv) your provision to Bridging Consciousness or any of the Indemnitees of information or other data; (v) your violation or alleged violation of any foreign or domestic, international, federal, state, or local law or regulation; or (vi) your violation or alleged violation of any third party's copyrights, trademarks, or other intellectual property or proprietary rights.
 - 17.2. The Indemnitees each have the individual right, but not the obligation, to participate through counsel of their choice in any defense by you of any Claim as to which you are required to defend, indemnify, or hold harmless any, each, and/or all Indemnitees. You may not settle any Claim without the prior written consent of the concerned Company Parties.
 - 17.3. Without limitation, the Indemnitor also agrees to compensate Bridging Consciousness for any and all lost revenues, future lost profits, reasonable search costs, and any other reasonable expenses resulting from any Indemnitor violation

of Section 13 (Prohibited Uses), including without limitation any suspension of affiliate accounts or affiliate payment attributable to fraudulent efforts to manipulate or otherwise modify reported impressions generated by the Company Parties under any affiliate advertising agreement.

18. Dispute Resolution.

18.1. Binding Arbitration.

18.1.1. If you and Bridging Consciousness cannot resolve a Claim through negotiations, either party may elect to have the Claim finally and exclusively resolved by binding arbitration. Any election to arbitrate by one party shall be final and binding on the other(s).

18.1.2. ***You acknowledge that without this provision, you would have the right to sue in court with a jury trial or to participate in a class action.***

18.1.3. The language in this Agreement shall be interpreted in accordance with its fair meaning and not strictly for or against either party.

18.1.4. The arbitration shall be commenced and conducted under the Commercial Arbitration Rules of the American Arbitration Association ("AAA"), as modified by this Agreement, available at the AAA website www.adr.org or by calling the AAA at 1-800-778-7879. Except as otherwise provided for in this Agreement, Bridging Consciousness will pay the AAA filing, administration, and arbitrator fees. If, however, the arbitrator finds that either the substance of your claim or the relief sought is frivolous or brought for an improper purpose (as measured by the standards set forth in Federal Rule of Civil Procedure 11(b)), then you will pay the arbitrator fees, in addition to any amount that exceeds the filing fees. In that case, you also agree to reimburse Bridging Consciousness for all payments disbursed that are your obligation to reimburse under the AAA Rules. The arbitrator is bound by the terms of this Agreement. All issues are for the arbitrator to resolve, except that issues relating to the enforceability of the arbitration provision are for a Court of Competent Jurisdiction to resolve. The arbitration may be conducted in person, through document submission, through telephone, or online. The arbitrator will issue a decision in writing, but need only provide a statement of reasons if requested by a party. The arbitrator must follow applicable law, and any award may be challenged if the arbitrator fails to do so. Bridging Consciousness may litigate to compel arbitration in court, to stay

proceedings pending arbitration, or to modify, confirm, vacate, or enter judgment on the award entered by the arbitrator. The arbitrator shall award costs to the prevailing party (including, without limitation, fees, expenses, and reasonable attorneys' fees) at any time during the proceeding and upon request from either party, within 14 days of the arbitrator's ruling on the merits.

18.2. Restrictions Against Joinder of Claims.

18.2.1. *You and Bridging Consciousness agree that any arbitration shall be limited to each Claim individually. You and Bridging Consciousness agree that each may only bring claims against the other in your or Bridging Consciousness's individual capacity and not as a plaintiff or class member in any purported class or representative proceeding.*

18.2.2. If this specific provision is found to be unenforceable in a Court of Competent Jurisdiction, the Claim will still be finally and exclusively resolved by binding arbitration upon the election of either party, and any election to arbitrate by one party shall be final and binding on the other(s). In addition: (1) no arbitration shall be joined with any other arbitration, and (2) there is no right for any Claim to be arbitrated on a class-action basis or to employ class action procedures, and (3) there is no right of authority for any dispute to be brought in a purported representative capacity on behalf either of the general public or any other individuals.

18.3. Remedies in Aid of Arbitration; Equitable Relief. This agreement to arbitrate will not preclude you or Bridging Consciousness from seeking provisional remedies in aid of arbitration, including without limitation orders to stay a court action, compel arbitration, or confirm an arbitral award, from a Court of Competent Jurisdiction. Furthermore, this agreement to arbitrate will not preclude you or Bridging Consciousness from applying to a Court of Competent Jurisdiction for a temporary restraining order, preliminary injunction, or other interim or conservatory relief, as necessary. "**Court of Competent Jurisdiction**" means any federal or state court: (1) that has jurisdiction over the subject matter; and (2) that is located in the State of California.

18.4. Venue for any Judicial Proceeding.

18.4.1. This Agreement, including without limitation this Agreement's interpretation, shall be treated as though this Agreement were executed and performed in the State of California, and shall be governed by and

construed in accordance with the laws of the State of California without regard to its conflict of law principles. The language in this Agreement shall be interpreted in accordance with its fair meaning and not strictly for or against either party.

18.4.2. *The proper venue for any judicial action arising out of, relating to, or in connection with this Agreement will be the state and federal courts located in or nearest to San Francisco, CA. The parties stipulate to, and agree to waive any objection to, the personal jurisdiction and venue of such courts, and further expressly submit to extraterritorial service of process.*

19. Termination.

19.1. ***By Company.*** *Without limiting any other provision of this Agreement, Bridging Consciousness reserves the right to, in Bridging Consciousness's sole discretion and without notice or liability, deny use of the Service to any person for any reason or for no reason at all, including without limitation for any breach or suspected breach of any representation, warranty, or covenant contained in this Agreement, or of any applicable law or regulation.*

19.2. Automatic Termination Upon Breach by You. This Agreement shall automatically terminate if you breach any of this Agreement's representations, warranties, or covenants. Such termination shall be automatic, and shall not require any action by Bridging Consciousness.

19.3. By You. You may terminate this Agreement and your rights under it at any time, for any or no reason at all, by providing to Bridging Consciousness notice of your intention to do so, in the manner required by Section 20 (Notices).

19.4. Effect of Termination.

19.4.1. Any termination of this Agreement automatically terminates all rights and licenses granted to you under this Agreement, including all rights to use the Service. Upon termination, Bridging Consciousness may, but has no obligation to, in Bridging Consciousness's sole discretion, rescind any services and/or delete from Bridging Consciousness's systems all your Personal Information and any other files or information that you made available to Bridging Consciousness or that otherwise relate to your use of the Service. Upon termination, you shall cease any use of the Service.

- 19.4.2. After termination, Bridging Consciousness reserves the right to exercise whatever means it deems necessary to prevent your unauthorized use of the Service, including without limitation technological barriers such as IP blocking and direct contact with your Internet Service Provider.
- 19.5. Legal Action. If Bridging Consciousness, in Bridging Consciousness's discretion, takes legal action against you in connection with any actual or suspected breach of this Agreement, Bridging Consciousness will be entitled to recover from you as part of such legal action, and you agree to pay, Bridging Consciousness's reasonable costs and attorneys' fees incurred as a result of such legal action. The Company Parties will have no legal obligation or other liability to you or to any third party arising out of or relating to any termination of this Agreement.
- 19.6. Survival. Upon termination, all rights and obligations created by this Agreement will terminate, except that the following Sections will survive any termination of this Agreement: Section 1.2 (Agreement), Section 2 (Privacy Policy), Section 4 (Eligibility), Section 5 (License), Section 7 (No Reliance on Third Party Content), Section 8 (Assumption of Risk; Release), Section 10 (Third Party Websites), Section 11 (Your Responsibility for Defamatory Comments), Section 12 (Objectionable Content), Section 13 (Prohibited Uses), Section 14 (Intellectual Property), Section 15 (Disclaimers; Limitation of Liability), Section 16 (Your Representations and Warranties), Section 17 (Indemnity by You), Section 18 (Dispute Resolution), Section 19 (Termination), Section 20 (Notices), Section 21.2 (Partial Invalidity), and Section 21 (General).
20. Notices. All notices required or permitted to be given under this Agreement must be in writing.
- 20.1. Bridging Consciousness shall give any notice by email sent to the most recent email address, if any, provided by the intended recipient to Bridging Consciousness. You agree that any notice received from Bridging Consciousness electronically satisfies any legal requirement that such notice be in writing.
- 20.2. ***You bear the sole responsibility of ensuring that your email address on file with Bridging Consciousness is accurate and current, and notice to you shall be deemed effective upon the sending by Bridging Consciousness of an email to that address.***
- 20.3. You shall give any notice to Bridging Consciousness by email to info@bridging-consciousness.com.

21. General.

- 21.1. Entire Agreement. This Agreement constitutes the entire agreement between Bridging Consciousness and you concerning your use of the Service.
- 21.2. Partial Invalidity. Should any part of this Agreement be declared invalid, void, or unenforceable by a Court of Competent Jurisdiction, such decision shall not affect the validity of any remaining portion of this Agreement, which shall remain in full force and effect, and the parties acknowledge and agree that they would have executed the remaining portion without including the part so declared by a Court of Competent Jurisdiction to be invalid, void, or unenforceable.
- 21.3. Amendments. This Agreement may only be modified by a written amendment signed by an authorized executive of Bridging Consciousness, or by the unilateral amendment of this Agreement by Bridging Consciousness along with the posting by Bridging Consciousness of that amended version.
- 21.4. No Waiver. A waiver by either party of any term or condition of this Agreement, or any breach, in any one instance, will not waive that term or condition or any later breach.
- 21.5. Assignment. This Agreement and all of your rights and obligations under it will not be assignable or transferable by you without the prior written consent of Bridging Consciousness. This Agreement will be binding upon and will inure to the benefit of the parties, their successors, and permitted assigns.
- 21.6. Independent Contractors. You and Bridging Consciousness are independent contractors, and no agency, partnership, joint venture, or employee-employer relationship is intended or created by this Agreement.
- 21.7. No Third Party Beneficiaries. There are no third-party beneficiaries to this Agreement, with the following exceptions: the Company Parties; Bridging Consciousness's licensors and suppliers (to the extent expressly stated in this Agreement); and to the extent stated in the following Sections: Section 7 (No Reliance on Third Party Content), Section 10 (Third Party Websites), Section 15.4 (Application of Disclaimers).
- 21.8. Injunctive Relief. You acknowledge and agree that any actual or threatened breach of this Agreement or infringement of proprietary or other third-party rights by you would cause irreparable injury to Bridging Consciousness and Bridging Consciousness's licensors and suppliers, and would therefore entitle Bridging

Consciousness or Bridging Consciousness's licensors or suppliers, as the case may be, to injunctive relief.

- 21.9. Headings. The headings in this Agreement are for convenience only, and shall have no legal or contractual effect.