

## TERMS AND CONDITIONS

These TERMS AND CONDITIONS (this “*Agreement*”) concern the [www.meetrosoy.com](http://www.meetrosoy.com) website (together with its pages, features, and functions, the “*Site*”) and the Rosy Wellness mobile application that links to this Agreement (together with its sections, features, and functions, the “*App*”) and all associated services described further below (the “*Services*”). This Agreement is made and entered into by and between you, and any person helping you visit, access, register with or use the Site, the App or the Services (collectively, “*you*” or “*your*”), on the one side, and Rosy Wellness, Inc. (“*Rosy Wellness*”), on the other side. You and Rosy Wellness are sometimes referred to herein, individually, as a “*Party*” and, collectively, as the “*Parties*.”

PLEASE READ THIS AGREEMENT CAREFULLY BEFORE ACCESSING OR USING THE SITE, THE APP OR THE SERVICES BECAUSE IT CONSTITUTES A LEGALLY BINDING CONTRACT BETWEEN YOU AND ROSY WELLNESS. **THIS INCLUDES THE “DISPUTE RESOLUTION” CLAUSE CONTAINED IN THIS AGREEMENT, WHICH PROVIDES FOR BINDING ARBITRATION AND WAIVERS OF JURY TRIALS AND CLASS ACTIONS.**

YOU ARE AUTOMATICALLY ACCEPTING AND AGREEING TO THE MOST RECENT VERSION OF THIS AGREEMENT WHENEVER YOU CREATE, REGISTER WITH OR LOG INTO AN ACCOUNT ON OR THROUGH THE SITE OR THE APP. SIMILARLY, YOU ARE AUTOMATICALLY ACCEPTING AND AGREEING TO THE MOST RECENT VERSION OF THIS AGREEMENT WHENEVER YOU VISIT, ACCESS, REGISTER WITH, SUBSCRIBE TO OR USE THE SITE, THE APP OR THE SERVICES; AND YOUR CONTINUING VISIT, ACCESS, REGISTRATION WITH, SUBSCRIPTION TO OR USE OF ANY OF THE FOREGOING REAFFIRMS YOUR ACCEPTANCE AND AGREEMENT IN EACH INSTANCE.

IF YOU DO NOT ACCEPT AND AGREE TO THIS AGREEMENT IN ITS ENTIRETY, THEN YOU ARE STRICTLY PROHIBITED FROM VISITING, ACCESSING, REGISTERING WITH, SUBSCRIBING TO OR USING THE SITE, THE APP OR THE SERVICES.

ROSY WELLNESS MAY SUPPLEMENT, AMEND OR OTHERWISE MODIFY THIS AGREEMENT AT ANY TIME. SUCH MODIFICATIONS WILL BE POSTED ON THIS OR ANOTHER PAGE OF THE SITE OR THE APP, EMAILED TO THE EMAIL ADDRESS ASSOCIATED WITH YOUR USER ACCOUNT (DEFINED BELOW) OR POSTED TO YOUR USER ACCOUNT (DEFINED BELOW), AS APPLICABLE AND AS ROSY WELLNESS DEEMS APPROPRIATE IN ITS SOLE DISCRETION, AND SUCH MODIFICATIONS SHALL BE DEEMED EFFECTIVE AS OF THEIR STATED EFFECTIVE OR MODIFICATION DATES. IT IS YOUR RESPONSIBILITY TO CAREFULLY REVIEW THIS AGREEMENT AND YOUR USER ACCOUNT (DEFINED BELOW) EACH TIME YOU VISIT, ACCESS, REGISTER WITH, SUBSCRIBE TO OR USE THE SITE, THE APP OR THE SERVICES.

### 1. Eligibility; Parental Control.

- a. Eligibility. The Site, the App, and the Services are offered only to users eighteen (18) years of age or older, or otherwise the age of majority in each user’s respective

jurisdiction, and who have accepted this Agreement. By visiting, accessing, registering with, subscribing to or using the Site, the App or the Services, you represent and warrant to Rosy Wellness that you meet these eligibility requirements. You agree to comply with all applicable laws for visiting, accessing, registering with, subscribing to and using the Site, the App and the Services, and for purchasing and using any products or services on or through the Site or the App, and you may only use them for lawful purposes.

- b. Parental Control. THE SERVICES MAY INCLUDE THE PUBLICATION, DISTRIBUTION, OR TRANSMISSION OF CERTAIN CONTENT THAT MAY NOT BE SUITABLE FOR CHILDREN. SUCH CONTENT IS INTENDED ONLY FOR PERSONS WHO ARE AT LEAST EIGHTEEN (18) YEARS OF AGE. ROSY WELLNESS IS NOT RESPONSIBLE FOR POLICING, AND DOES NOT TRACK OR POLICE, THE AGE OR MATURITY OF ITS VIEWERS. THAT RESPONSIBILITY FALLS ON YOUR OR THE PARENT OR LEGAL GUARDIAN OF ANY CHILD WHO MAY VIEW SUCH CONTENT. IN OTHER WORDS, VIEWER DISCRETION IS ADVISED.

## 2. Privacy.

- a. Privacy Policy. Rosy Wellness respects the privacy of others. Rosy Wellness's policies concerning the collection and use of your personal information in connection with the Site or the App are set forth in Rosy Wellness's [PRIVACY POLICY](#), which you should carefully review each time you visit, access, register with, subscribe to or use the Site, the App or the Services.
- b. Express Consent to Privacy Policy. **YOU HEREBY EXPRESSLY CONSENT TO ROSY WELLNESS AND ITS AFFILIATED COMPANIES COLLECTING AND USING INFORMATION ABOUT YOU (INCLUDING YOUR PERSONAL AND NON-PERSONAL INFORMATION) AS DISCLOSED IN ROSY WELLNESS'S [PRIVACY POLICY](#).**
- c. Express Consent to Video Materials and Services Information. **TO THE EXTENT NOT ALREADY COVERED BY SECTION 2(B) ABOVE, YOU HEREBY EXPRESSLY CONSENT TO ROSY WELLNESS'S DISCLOSURE TO ITS AFFILIATED COMPANIES AND OTHER THIRD PARTIES OF INFORMATION THAT IDENTIFIES YOU AS HAVING REQUESTED OR OBTAINED SPECIFIC VIDEO MATERIALS OR SERVICES FROM ROSY WELLNESS. BY GIVING SUCH CONSENT, YOU AGREE THAT NO SUCH DISCLOSURE SHALL VIOLATE THE VIDEO PRIVACY PROTECTION ACT OR ANY OTHER APPLICABLE LAWS, RULES OR REGULATIONS.**

## 3. Description of Services. The following further describes the Services. Rosy Wellness reserves the right, but not the obligation, to change or otherwise alter the operation, features and content of the Services as Rosy Wellness sees fit in its sole discretion from time to time.

- a. Content Distribution. The Services may include Rosy Wellness's publication, distribution, or transmission of various articles, messages, videos, photos, and other content owned or

licensed by Rosy Wellness on or through the Site and/or the App. The Services may also include the provision of an online forum that connects users of the Site and/or the App with one another, as well as an electronic communications system that allows users to send and receive messages to and from Rosy Wellness through the Site and/or the App and push notifications sent to you from Rosy Wellness through the App. Rosy Wellness reserves the right, but not the obligation, to change or otherwise alter the operation, features, and content of the Services as Rosy Wellness sees fit in its sole discretion from time to time.

- b. **Relationship.** **YOU ACKNOWLEDGE AND AGREE THAT ROSY WELLNESS DOES NOT PROVIDE ANY PRODUCTS OR SERVICES OF THE TYPE OFFERED BY ANY OF THE USERS OF THE SITE AND/OR THE APP. FURTHER, IN NO EVENT SHALL THIS AGREEMENT, THE PERFORMANCE OF A PARTY'S RIGHTS OR OBLIGATIONS UNDER THIS AGREEMENT, THE SITE, THE APP, A PARTY'S VISIT TO, ACCESS OF, REGISTRATION WITH OR USE OF THE SITE OR THE APP, OR A PARTY'S OFFERING, MARKETING, PROVISION, PERFORMANCE, ACCEPTANCE OR USE OF ANY PRODUCT OR SERVICE ON, THROUGH OR IN RELATION TO THE SITE OR THE APP CREATE ANY TYPE OF FIDUCIARY, FRANCHISE, AGENCY, EMPLOYMENT, INDEPENDENT CONTRACTOR, PARTNERSHIP, OR JOINT VENTURE RELATIONSHIP BETWEEN ROSY WELLNESS, YOU OR ANY OTHER USER OF THE SITE AND/OR THE APP.**

#### 4. User Account.

- a. **Registration.** As explained further herein, to secure the right to access and use the registration-only or subscription-only pages or features of the App or the Services, you must register with and create a personal user account with Rosy Wellness through the App ("***User Account***"), as well as reaffirm your acceptance of and agreement to this Agreement and those additional terms, conditions and policies referenced herein, as Rosy Wellness may require from time to time. As part of the registration or subscription process, you may be required to satisfy certain conditions precedent imposed by Rosy Wellness (including, for example, providing additional information to Rosy Wellness, entering into additional agreements with Rosy Wellness), and paying certain subscription fees or other amounts. Unless otherwise permitted by Rosy Wellness in writing, you may only have one (1) non-transferable User Account.
- b. **User Account Activity and Information.** You are responsible for all activity that occurs under your User Account and are prohibited from authorizing or allowing any third party to access or use your User Account. Accordingly, you should take all steps necessary to protect and keep secret your User Account details and access information (including your login name and password). You should also maintain accurate, complete, and up-to-date information in your User Account (including, without limitation, maintaining a valid and current email address) because your failure to do so may result in your inability to access, use or receive all or any part of the Site, the App or the Services and/or Rosy Wellness's

termination of this Agreement. For the sake of security, you must immediately notify Rosy Wellness if you suspect that a third party has gained access to or is making any use of your User Account without authorization. For the avoidance of doubt, Rosy Wellness has the unencumbered right to access and use, and to allow its agents, employees, representatives, contractors and vendors to access and use, the information in your User Account to facilitate the exercise and performance of Rosy Wellness's rights and obligations under this Agreement, the operation of the Site and/or the App, the provision and performance of the Services and/or any other rights, obligations, operations and services related to the subject matter of this Agreement.

- c. **Indemnification.** IF YOU FAIL TO COMPLY WITH ANY TERMS OR CONDITIONS OF **SECTION 4(b)** ABOVE (WHETHER INTENTIONALLY OR UNINTENTIONALLY), THEN YOU ACCEPT FULL RESPONSIBILITY FOR THE CONSEQUENCES THEREOF (INCLUDING, WITHOUT LIMITATION, ANY UNAUTHORIZED CHARGES AND PAYMENTS, ANY UNAUTHORIZED CHANGES TO YOUR USER ACCOUNT INFORMATION AND SETTINGS AND ANY UNAUTHORIZED ACCESS OR USE OF YOUR USER ACCOUNT); AND YOU AGREE TO INDEMNIFY, RELEASE AND HOLD HARMLESS ROSY WELLNESS AND ROSY WELLNESS'S OFFICERS, DIRECTORS, MEMBERS, MANAGERS, OWNERS, PARTNERS, AGENTS, EMPLOYEES, REPRESENTATIVES, PARENTS, SUBSIDIARIES, AFFILIATES, SUCCESSORS, TRUSTEES, ASSIGNS, TRANSFEREES, CONTRACTORS, VENDORS AND LICENSEES FROM AND AGAINST ANY AND ALL LIABILITIES, CLAIMS, SUITS, DEMANDS, ACTIONS, JUDGMENTS, LOSSES, DAMAGES, FINES, PENALTIES AND EXPENSES (INCLUDING COSTS AND REASONABLE OUTSIDE ATTORNEY FEES) INCURRED BY OR ASSERTED AGAINST ANY SUCH INDEMNITEES, ARISING OUT OF OR IN CONNECTION WITH YOUR FAILURE TO COMPLY WITH SUCH TERMS OR CONDITIONS.
5. **Your Devices.** Certain portions of the Site, the App or the Services may be configured for, and Rosy Wellness may offer the Site, the App or the Services through, certain computers, tablets, smart phones or other electronic devices ("***Device(s)***"), and this Agreement shall apply with equal force and measure to your visit, access, registration with, subscription to and use of the Site, the App and/or the Services through such Devices. You are responsible for obtaining and updating the Device, software, operating system, carrier and network access necessary to properly visit, access, register with and use the Site, the App and the Services. Rosy Wellness does not guarantee that the Site, the App, the Services or any portions thereof will function on or in connection with any particular Device, software, operating system, carrier or network. If you visit, access, register with, subscribe to or use the Site, the App or the Services through a particular Device, then you hereby acknowledge and agree that information about your use of the Site, the App or the Services through that Device or its carrier or network (such as, by way of example only, the identity of your Device, or your Device's carrier or network) may be communicated to Rosy Wellness and/or certain third parties (such as, by way of example only, your Device's carrier or network). **ALL OR ANY PART OF THE VOICE, MESSAGE AND DATA FEES, RATES, CHARGES AND TAXES OF YOUR DEVICE'S CARRIER OR NETWORK, OR ANOTHER THIRD PARTY, MAY APPLY TO**

**YOUR VISIT, ACCESS, REGISTRATION WITH, SUBSCRIPTION TO AND/OR USE OF THE SITE, THE APP AND/OR THE SERVICES. ROSY WELLNESS IS NOT RESPONSIBLE FOR, AND YOU FURTHER ACCEPT FULL RESPONSIBILITY FOR, ALL DEVICE CARRIER AND NETWORK FEES, RATES, CHARGES AND TAXES WHICH MAY APPLY, IF ANY.**

6. Ownership. The Site, the App, the Services and all elements and derivatives of the foregoing (including, without limitation, all content, information, source codes, object codes, data, instructions, documentation and expressions), as well as all copyrights, trademarks, trade secrets and other intellectual properties of the foregoing, are owned, licensed or permissibly used by Rosy Wellness. In no event shall you have or retain any rights, titles or interests in or to the foregoing other than those limited rights expressly granted to you under this Agreement. No rights or permissions granted to you under this Agreement are coupled with an interest. Nothing contained in this Agreement shall be construed as a waiver or limitation of Rosy Wellness's or its licensors' respective rights and remedies under applicable law.
  
7. Rights, Permissions, and Consents.
  - a. License of the Site. Subject to the terms and conditions of this Agreement, Rosy Wellness grants you a limited, non-exclusive, personal, freely-revocable, non-transferable, and non-sub-licensable license to access and view the various publicly displayed pages of the Site and the App, and to view the information and content found thereon. If you have a User Account in good standing, then, subject to any associated payment, registration, and subscription obligations imposed by or with the prior consent of Rosy Wellness, said license shall extend to the registration-only or subscription-only pages, features, or functions of the Site, the App or the Services, as applicable. Your unauthorized use of the Site, the App or the Services, or any breach by you of this Agreement, automatically terminates this license.
  
  - b. License of the App. Subject to the terms and conditions of this Agreement, and any associated payment and registration obligations as imposed by or with the prior consent of Rosy Wellness, if you download a genuine copy of the App to your Device, and if you further acknowledge your acceptance of and agreement to this Agreement, as well as those additional terms, conditions and policies referenced herein, as Rosy Wellness may require from time-to-time, then Rosy Wellness grants you a limited, non-exclusive, personal, freely-revocable, non-transferable, and non-sub-licensable license to access and use the App on said Device for the purpose of using the App as Rosy Wellness intends for end users of the App. You may not rent, lease, lend, sell, transfer, redistribute, or sublicense the App; and if you sell or otherwise transfer to a third party a Device on which the App is installed, then you must remove the App from such Device before doing so. If you have a User Account (defined below) in good standing, then, subject to any associated payment, registration, and subscription obligations imposed by or with the prior consent of Rosy Wellness, said license shall extend to the subscription-only sections

of the App. Your unauthorized use of the Site, the App, or the Services, or any breach by you of this Agreement, automatically terminates this license.

- c. License of the Services. If you have a User Account in good standing, then, subject to the terms and conditions of this Agreement, and any associated payment and registration or subscription obligations imposed by or with the prior consent of Rosy Wellness, Rosy Wellness grants you a limited, non-exclusive, personal, freely-revocable, non-transferable, and non-sub-licensable license to access and use the Services made available on or through the registration-only or subscription-only pages and features of the Site or the App, as applicable, for your personal use of the Services, with such use being limited to the country or other jurisdiction in which you have established your User Account, and with such use being further limited to those geographic areas where Rosy Wellness offers the applicable Services. For the avoidance of doubt, the foregoing license does not grant you any right to reproduce (other than Rosy Wellness-permitted downloads, if any), publicly perform, publicly display, publish, distribute, transmit, or create derivatives of the Services or any elements or derivatives thereof (including, without limitation, any content, information, source codes, object codes, data or documentation found thereon or therein, in whole or in part), and you are prohibited from engaging in any such activities. For the further avoidance of doubt, Rosy Wellness may, from time to time, conduct certain audit, repair, modification or testing activities in relation to the Site, the App, and/or the Services for purposes of developing, operating, improving, researching, troubleshooting, repairing, updating or modifying the foregoing; and Rosy Wellness reserves the right, but not the obligation, to perform such activities without notice to you, and to exclude you from those activities without notice to you. In the event of the termination of this Agreement, the termination or cancellation of your User Account, or your sale or otherwise transfer to a third party of a Device containing any downloads from the Services, whichever is earlier, you must remove from all of your Devices all downloads from the Services to those Devices upon such termination or cancellation or before the time of such sale or other transfer. Your unauthorized use of the Site, the App or the Services, or any breach by you of this Agreement, automatically terminates this license.
- d. License of User Materials. All names, videos, photographs, information, communications, and any other content that you submit to or publish on, through or in relation to the Site, the App or the Services, including those which you submit to or publish on any online social media account (e.g., Facebook, Google Plus, Twitter, Instagram) that you own and link or otherwise associate with the Site, the App or your User Account, including any medical information you provide via the Site or the App, if any and as applicable, is hereinafter defined as the “*User Materials*.” You hereby grant Rosy Wellness an irrevocable, non-exclusive, royalty-free, fully-paid, transferable, sub-licensable, perpetual and universe-wide license for Rosy Wellness to host, store, reproduce, transmit, distribute, sell, resell, license, sublicense, market, modify, adapt,

create derivative works, communicate, publish, syndicate, publicly perform, publicly display, archive and otherwise use and exploit all or any part of such User Materials and any elements and derivatives thereof in any manner, medium or form, whether now known or hereinafter devised, as Rosy Wellness deems appropriate, in Rosy Wellness's sole discretion, to offer, perform, provide, and/or operate the Site, the App, the Services, and Rosy Wellness's business. As further described in the Site's and the App's [PRIVACY POLICY](#), Rosy Wellness may dispose of or delete any such personal or non-personal information at any time, except as set forth in any other agreement or document executed by Rosy Wellness or as required by applicable law.

- e. Reservation of Rights. Nothing in this Agreement shall restrict or limit Rosy Wellness's rights, titles or interests in or to the Site, the App, the Services, the User Materials or any elements or derivatives of the foregoing.
  - f. Warnings; Disclaimers. **PLEASE NOTE THAT THE USER MATERIALS MIGHT BECOME THE SUBJECT OF PUBLIC DISCLOSURE. THUS, OTHER THAN AS SET FORTH IN ANY OTHER AGREEMENT EXECUTED BY ROSY WELLNESS OR AS REQUIRED BY APPLICABLE LAW, NEITHER ROSY WELLNESS NOR ROSY WELLNESS'S SUCCESSORS, ASSIGNS, TRANSFEREES, OR LICENSEES ARE RESPONSIBLE FOR, AND EXPRESSLY DISCLAIM, ANY LIABILITY ARISING FROM OR IN CONNECTION WITH, ITS USE OF ANY USER MATERIALS IN ACCORDANCE WITH THE TERMS AND CONDITIONS OF THIS AGREEMENT.**
8. Suspension or Termination of Service; Disclaimer. Rosy Wellness has the right, but not the obligation, to suspend or terminate the function or existence of all or any part of the Site and/or the App at any time, and without notice or recourse, as Rosy Wellness deems advisable in its sole discretion. **ROSY WELLNESS SHALL NOT BE LIABLE TO YOU OR ANY THIRD PARTY FOR ANY LOSS OR DAMAGE THAT IS CAUSED BY OR ARISES FROM OR IN CONNECTION WITH ANY SUCH SUSPENSION OR TERMINATION (INCLUDING, WITHOUT LIMITATION AND BY WAY OF EXAMPLE ONLY, REFUNDS, LOST PROFITS, LOST OPPORTUNITIES, MONETARY DAMAGES, DISRUPTION IN OR LOSS OF SERVICE OR LOSS OF CONTENT).**
9. Subscriptions.
- a. Subscription Plans and Fees. As explained further above, to secure the right to access and use certain subscription-only pages, features, or functions of the App, and to maintain your User Account in good standing, you must subscribe to Rosy Wellness for a period of either one (1) month (a "**Monthly Subscription**"), subject to a monthly auto-renewal, or six (6) months (a "**Semi-Annual Subscription**"), subject to a semi-annual auto-renewal. Accordingly, you understand and acknowledge that, with the exception of any free trial periods, Rosy Wellness will indirectly charge your iTunes or Google Play account ("**iTunes/Google Play Account**"), upon your confirmation of purchase via the Apple App

Store or the Google Play Store, a recurring subscription fee in exchange for your right to access and use the subscription-only pages and features of the App in accordance with this Agreement (the “**Subscription Fee(s)**”). Accordingly, you understand, acknowledge, and agree that at the start of each subscription period, the payment transaction for the applicable Subscription Fee will be charged to your iTunes/Google Play Account, and you will receive a receipt from the Apple App Store through your iTunes/Google Play Account. Subscription Fees shall be calculated as follows:

- i. Any user who selects a Monthly Subscription shall pay NINE AND 99/100 DOLLARS (\$9.99) per month; and
  - ii. Any user who selects a Semi-Annual Subscription shall pay FORTY-NINE AND 99/100 DOLLARS (\$49.99) for each six (6) month period.
- b. Cancellations; Automatic Renewal. You may manage or cancel your subscription (including the auto-renewal of your subscription) at any time through the account settings of your iTunes/Google Play Account. If you do not cancel your subscription or turn off the automatic renewal of your subscription before the end of the then-existing subscription period, then your subscription will automatically renew for the same duration as the prior subscription period and you will be billed for, and you must pay for, the subsequent subscription period within twenty-four (24) hours prior to the end of the then-existing subscription period. If you cancel your subscription or turn off the automatic renewal of your subscription prior to the end of the then-existing subscription period, then your right to access and use the subscription-only pages and features of the App may continue through the end of the then-existing subscription period. Any technical issues relating to the cancellation of your subscription through your iTunes/Google Play Account should be handled by contacting the appropriate customer support team for the Apple App Store or Google Play Store, as applicable.
- c. Subscription Fee Amounts. To the extent permitted by law, the Subscription Fee amounts are subject to change by Rosy Wellness as determined in its sole discretion. Additional information about Rosy Wellness’s current Subscription Fee rate amounts is available at [www.meetrosoy.com](http://www.meetrosoy.com). By accepting the terms and conditions of this Agreement, you understand and acknowledge that Rosy Wellness reserves the right, but not the obligation, to increase its Subscription Fee rate amounts at any time and as Rosy Wellness sees fit in its sole discretion.
- d. Free Trials and Discounts. Rosy Wellness reserves the right, but not the obligation, to afford you a promotional free trial period(s) or discounted Subscription Fee amount(s) for accessing and using any or certain subscription-only pages and features of the App. Rosy Wellness will not charge you a Subscription Fee for any such promotional free trial period. In the event that you elect to purchase a subscription during your promotional

free trial period, then any unused portion of time remaining on your promotional free trial period shall be forfeited.

**NOTWITHSTANDING THE FOREGOING, YOU HEREBY UNDERSTAND, ACKNOWLEDGE, AND AGREE THAT YOUR iTUNES/GOOGLE PLAY ACCOUNT WILL BE CHARGED THE MONTHLY SUBSCRIPTION FEE WITHIN TWENTY-FOUR (24) HOURS PRIOR TO THE END OF THE PROMOTIONAL FREE TRIAL PERIOD UNLESS YOU TURN OFF THE AUTOMATIC RENEWAL OF SUBSCRIPTIONS IN THE ACCOUNT SETTINGS OF YOUR iTUNES/GOOGLE PLAY ACCOUNT.**

**YOU FURTHER UNDERSTAND, ACKNOWLEDGE, AND AGREE THAT IN THE EVENT YOU HAVE BEEN OFFERED A DISCOUNTED SUBSCRIPTION FEE AMOUNT, YOU WILL BE CHARGED THE NORMAL SUBSCRIPTION FEE AMOUNT THAT APPLIES TO YOUR MONTHLY SUBSCRIPTION OR SEMI-ANNUAL SUBSCRIPTION (AS APPLICABLE) UPON THE TERMINATION OF THE THEN-EXISTING SUBSCRIPTION PERIOD, AND YOU WILL AUTOMATICALLY BE CHARGED SUCH AMOUNT WITHIN TWENTY-FOUR (24) HOURS PRIOR TO THE END OF THE THEN-EXISTING SUBSCRIPTION PERIOD UNLESS YOU TURN OFF THE AUTOMATIC RENEWAL OF SUBSCRIPTIONS IN THE ACCOUNT SETTINGS OF YOUR iTUNES/GOOGLE PLAY ACCOUNT.**

#### 10. Payments.

- a. Products and Services. Rosy Wellness might offer, sell, license or otherwise make available various products or services on, through or in relation to the App (including, without limitation, the Services), some of which might only be made available to you upon completion and submission of an online form or other instructions provided to you by Rosy Wellness. In either situation, Rosy Wellness's third-party payment processing vendor may facilitate the transaction as an intermediary through the provision or operation of the online technological platform or online payment processing application. Rosy Wellness has the right to refuse its products and services to you if it suspects that you are in any way involved in fraudulent or illegal activity. **HOWEVER, THE TERMS, CONDITIONS, AND PERFORMANCE OF ANY TRANSACTIONS INVOLVING ANY OF THE PRODUCTS AND SERVICES OFFERED, SOLD, MARKETED, OR PROVIDED BY THE P.A. ON OR THROUGH THE P.A. PAGES ARE BETWEEN YOU AND THE P.A., WITH THE P.A. BEING THE OFFEROR, PAYEE, MARKETER, AND PROVIDER INSTEAD OF ROSY. ROSY IS NOT A PARTY TO OR RESPONSIBLE FOR ANY SUCH TRANSACTIONS BETWEEN YOU AND THE P.A. OR ANY RELATED COMMUNICATIONS, INTERACTIONS, OR OTHER DEALINGS. RATHER, ROSY IS MERELY FACILITATING THE PROVISION AND USE OF THE SITE AND THE APP AS AN INTERMEDIARY PLATFORM.**

- b. Technology Fees. In the event that you use the App to book a telehealth appointment or any other telemedicine service that may be offered on or through the P.A. Pages (as defined below), then you agree to pay, in addition to any professional or other fees that may be owed to the P.A. (as defined below), a technology fee (a “*Technology Fee*”) to Rosy Wellness in an amount equal to Twenty and 00/100 Dollars (\$20.00), which shall be due and payable at the time of booking. Rosy Wellness may waive or discount the amount of the Technology Fee at any time in its sole discretion.
- c. Third Party Payment Processing Vendor. All credit card, debit card and other monetary transactions on or through the App shall occur through an online payment processing application that is provided by a third-party vendor(s) and accessible through the App (including, without limitation, through the Apple App Store). **ROSY WELLNESS’S RELATIONSHIP WITH ITS THIRD-PARTY PAYMENT PROCESSING VENDOR(S), IF ANY, IS MERELY CONTRACTUAL IN NATURE, AS IT IS NOTHING MORE THAN A THIRD-PARTY VENDOR AND IS IN NO WAY SUBJECT TO ROSY WELLNESS’S DIRECTION OR CONTROL; THUS, THEIR RELATIONSHIP IS NOT, AND SHOULD NOT BE CONSTRUED AS, ONE OF FIDUCIARIES, FRANCHISORS-FRANCHISEES, AGENTS-PRINCIPALS, EMPLOYERS-EMPLOYEES, PARTNERS, JOINT VENTURERS, CONTRACTORS OR THE LIKE.**
- d. Payment Authorization. If you provide Rosy Wellness with your payment information, then you authorize Rosy Wellness to do the following as Rosy Wellness deems necessary, although Rosy Wellness has no obligation to do so: (a) share your payment information with the P.A., especially if you purchase any products or services from the P.A. on or through the Site or the App, (b) share your payment information with the third-party payment processing vendor(s), and (c) obtain your updated payment information from your payment issuer, the third-party payment processing vendor(s), and/or applicable third-party providers.
- e. Payment Obligations. You agree that you are responsible for the payment of all amounts that accrue under your account(s) with Rosy Wellness, the App or in relation to the performance of the Services, if any. If you are a Company, then this means the amount payable to Rosy Wellness under your separate services agreement with Rosy Wellness, the third-party payment processing vendor(s) and/or other third parties on or through the App. You also agree to be responsible for all payments, fines, penalties, and other liabilities incurred by any such person or entity that arises out of or relates to payments that you authorize or accept on or through the App (including, without limitation, all fees, penalties, taxes, and duties) and to be responsible for all expenses (including costs and reasonable outside attorney fees) and interest incurred by any such person or entity to collect any such overdue amounts.
- f. Waiver of Claims; Unauthorized Payments. **TO THE FULLEST EXTENT PERMITTED BY LAW, YOU AGREE TO WAIVE ALL CLAIMS AGAINST ROSY WELLNESS RELATED TO ANY**

**UNAUTHORIZED PAYMENTS MADE ON, THROUGH OR IN RELATION TO YOUR ACCOUNT(S) WITH ROSY WELLNESS, ROSY WELLNESS'S THIRD-PARTY PAYMENT PROCESSING VENDOR(S), ANY OTHER THIRD-PARTY PROVIDERS AND/OR ANY OTHER PERSON OR ENTITY, REGARDLESS OF WHETHER THEY ARE AUTHORIZED OR UNAUTHORIZED.** However, you may submit a claim of the unauthorized payment to Rosy Wellness, and Rosy Wellness will undertake a reasonable investigation as Rosy Wellness sees fit under the circumstances of and, if Rosy Wellness deems appropriate, assist in correcting the alleged unauthorized payment; *provided*, that such claim (each, an “*Unauthorized Payment Claim*”) is received by Rosy Wellness within fifteen (15) days of the subject charge or payment. Each Unauthorized Payment must be submitted by email to [hello@meetrosy.com](mailto:hello@meetrosy.com), with a subject line of “Claim Concerning Unauthorized Payment.

For each Unauthorized Payment Claim, please state “Claim Concerning Unauthorized Payment, in the e-mail or letter subject line, and clearly state the following in the body:

- i. The date and approximate time of the subject transaction;
- ii. The services tendered or to be tendered under the subject transaction;
- iii. The total monetary amount of the subject transaction;
- iv. Whether the subject transaction was made on or through the Site;
- v. Whether the subject transaction was made on or through the App and, if so, the version of the App;
- vi. The parties to the subject transaction, including the buyer and seller;
- vii. A detailed explanation for why you believe the charge or payment under the subject transaction is unauthorized;

viii. The monetary amount of the subject transaction you believe is subject to a refund; and

ix. Your name, street address, city, state, zip code, and e-mail address.

g. Accurate Payment Information. You represent and warrant to Rosy Wellness that any payment information you provide on or through the Site and/or the App is current, complete, accurate, and that you will promptly notify Rosy Wellness if your payment information has changed (such as a change in address or expiration date), if your payment method has been cancelled, or if you become aware of a breach of security.

h. Refunds, Returns, and Exchanges. With respect to the Technology Fees and any other professional services fee paid by you in connection with booking a telehealth appointment or other telemedicine services provided on or through the P.A. Pages (together, the “*Telemedicine Fees*”), fifty percent (50%) of such Telemedicine Fees will be refunded to you if you cancel the appointment through the App more than twenty-four (24) hours in advance of the appointment. In the event that you cancel your appointment less than twenty-four (24) hours in advance of the appointment, then you shall not receive any refund of any of the Telemedicine Fees. All other sales and payments made with respect to the App or any products and services offered, sold or provided to you on or through the App (including, without limitation, the Services), as applicable, are final, irrevocable, and not subject to or eligible for refund, return or exchange, in whole or in part, unless otherwise agreed to in a separate writing between you and Rosy Wellness, and subject to your full compliance with the terms and conditions of those exceptions.

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  - i. A physical or electronic signature of a person authorized to act on behalf of the owner of an exclusive right that is allegedly infringed;
  - ii. Identification of the copyrighted work claimed to have been infringed, or, if multiple copyrighted works at a single online site are covered by a single notification, a representative list of such works at that site;
  - iii. Identification of the material that is claimed to be infringing or to be the subject of infringing activity and that is to be removed or access to which is to be disabled, and information reasonably sufficient to permit the service provider to locate the material;
  - iv. Information reasonably sufficient to permit the service provider to contact the complaining party, such as an address, telephone number, and, if available, an electronic mail address at which the complaining party may be contacted;
  - v. A statement that the complaining party has a good faith belief that use of the material in the manner complained of is not authorized by the copyright owner, its agent, or the law; and
  - vi. A statement that the information in the notification is accurate, and under penalty of perjury, that the complaining party is authorized to act on behalf of the owner of an exclusive right that is allegedly infringed.

- b. Takedown Notice (Information Location Tools). To report any information location tools (e.g., hyperlinks) on the Site or the App that refer or link users to an online location containing infringing material or infringing activity, you must send Rosy Wellness a written communication that includes substantially the following:
- i. A physical or electronic signature of a person authorized to act on behalf of the owner of an exclusive right that is allegedly infringed;
  - ii. Identification of the copyrighted work claimed to have been infringed, or, if multiple copyrighted works at a single online site are covered by a single notification, a representative list of such works at that site;
  - iii. Identification of the reference or link to material or activity claimed to be infringing, that is to be removed or access to which is to be disabled, and information reasonably sufficient to permit the service provider to locate that reference or link;
  - iv. Information reasonably sufficient to permit the service provider to contact the complaining party, such as an address, telephone number, and, if available, an electronic mail address at which the complaining party may be contacted;
  - v. A statement that the complaining party has a good faith belief that use of the material in the manner complained of is not authorized by the copyright owner, its agent, or the law; and
  - vi. A statement that the information in the notification is accurate, and under penalty of perjury, that the complaining party is authorized to act on behalf of the owner of an exclusive right that is allegedly infringed.
- c. Counter-Notice. If you believe that any material you have uploaded, posted, distributed, or otherwise transmitted on the Site or the App has been removed by mistake or misidentification, and if you have the right to upload, post, distribute or otherwise transmit the material at issue, then you may send Rosy Wellness a written communication that includes substantially the following:
- i. A physical or electronic signature of the subscriber;
  - ii. Identification of the material that has been removed or to which access has been disabled and the location at which the material appeared before it was removed or access to it was disabled;

- iii. A statement under penalty of perjury that the subscriber has a good faith belief that the material was removed or disabled as a result of mistake or misidentification of the material to be removed or disabled; and
  - iv. The subscriber's name, address, and telephone number, and a statement that the subscriber consents to the jurisdiction of the Federal District Court for the judicial district in which the address is located, or if the subscriber's address is outside of the United States, for any judicial district in which the service provider may be found, and that the subscriber will accept service of process from the person who provided notification under 17 U.S.C. § 512(c)(1)(C) or an agent of such person.
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Rosy Wellness Wellness, Inc., ATTN: Copyright Agent, 2200 Commerce Street, Dallas, TX 75201, tel.: 469.249.2377, email: [support@meetrosoy.com](mailto:support@meetrosoy.com).

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- f. Limitation of Liability. IN NO EVENT SHALL ROSY WELLNESS OR ANY OF ROSY WELLNESS'S OFFICERS, DIRECTORS, MEMBERS, MANAGERS, OWNERS, PARTNERS, AGENTS, EMPLOYEES, REPRESENTATIVES, PARENTS, SUBSIDIARIES, AFFILIATES, SUCCESSORS, TRUSTEES, ASSIGNS, TRANSFEREES, CONTRACTORS, VENDORS OR LICENSEES BE HELD LIABLE TO (OR BE OBLIGATED TO INDEMNIFY) YOU OR ANY THIRD PARTY FOR ANY DIRECT, INDIRECT, PUNITIVE OR SPECIAL DAMAGES (INCLUDING, WITHOUT LIMITATION, LEGAL COSTS, ATTORNEY FEES, LOST PROFITS, REPLACEMENT COSTS OR REPAIR COSTS) CAUSED BY OR ARISING FROM OR IN CONNECTION WITH: (I) YOUR VISIT, ACCESS, REGISTRATION WITH, SUBSCRIPTION TO OR USE OF THE SITE, THE APP OR THE SERVICES, OR YOUR INABILITY TO VISIT, ACCESS, REGISTER WITH, SUBSCRIBE TO OR USE THE SITE, THE APP OR THE SERVICES; (II) ANY PRODUCTS OR SERVICES MADE AVAILABLE ON,

THROUGH OR IN RELATION TO THE SITE OR THE APP (INCLUDING, WITHOUT LIMITATION, THE SERVICES); (III) ANY STATEMENTS, CONTENT OR CONDUCT OF ANY THIRD PARTY ON, THROUGH OR IN RELATION TO THE SITE, THE APP OR ANY SUCH PRODUCTS OR SERVICES; (IV) ANY UNAUTHORIZED ACCESS TO OR ALTERATION OF YOUR PERSONAL INFORMATION; (V) ANY HACKING, DENIAL OF SERVICE ATTACKS, DATA SECURITY BREACHES OR OTHER THIRD-PARTY CONDUCT THAT MAY LEAD TO A COMPROMISE OF YOUR PERSONAL INFORMATION OR DAMAGE TO YOUR DEVICE(S), SOFTWARE, OPERATING SYSTEM(S), FILE(S), CARRIER(S), NETWORK(S) OR USER ACCOUNT; (VI) ANY TRANSMISSION, DOWNLOAD OR INFECTION OF ANY SOFTWARE, SYSTEM, PROGRAM, FILE, PROCESS, DEVICE, APPLICATION OR ROUTINE (INCLUDING, WITHOUT LIMITATION AND BY WAY OF EXAMPLE ONLY, ROBOTS, SCRAPERS, SPIDERS, VIRUSES, SPYWARE AND MALWARE) THAT MAY LEAD TO A COMPROMISE OF YOUR PERSONAL INFORMATION OR DAMAGE TO YOUR DEVICE(S), SOFTWARE, OPERATING SYSTEM(S), FILE(S), CARRIER(S), NETWORK(S) OR USER ACCOUNT; (VII) THE FACT THAT YOU HAVE RELIED ON ANY INFORMATION, CONTENT OR COMMUNICATIONS PUBLISHED ON, THROUGH OR IN RELATION TO THE SITE, THE APP OR ANY SUCH PRODUCTS OR SERVICES; OR (VIII) ANY ACTS, ERRORS OR OMISSIONS OF ANY THIRD-PARTY PROVIDERS. IF YOU ARE DISSATISFIED WITH THE SITE, THE APP OR ANY PRODUCTS OR SERVICES OFFERED, SOLD, LICENSED OR MADE AVAILABLE ON, THROUGH OR IN RELATION TO THE SITE OR THE APP (INCLUDING, WITHOUT LIMITATION, THE SERVICES), THEN YOUR SOLE AND EXCLUSIVE REMEDY AGAINST ROSY WELLNESS AND/OR ROSY WELLNESS'S OFFICERS, DIRECTORS, MEMBERS, MANAGERS, OWNERS, PARTNERS, AGENTS, EMPLOYEES, REPRESENTATIVES, PARENTS, SUBSIDIARIES, AFFILIATES, SUCCESSORS, TRUSTEES, ASSIGNS, TRANSFEREES, CONTRACTORS, VENDORS, OR LICENSEES IS TO DISCONTINUE YOUR ACCESS AND USE OF THE SITE, THE APP AND SUCH PRODUCTS AND SERVICES.

- g. **No Injunctive Relief.** IF ROSY WELLNESS BREACHES OR OTHERWISE VIOLATES THIS AGREEMENT, THEN YOU SHALL NOT BE ENTITLED TO SEEK OR OBTAIN, AND YOU DO HEREBY WAIVE, ANY TYPE OF INJUNCTIVE RELIEF AGAINST THE SITE, THE APP AND/OR ANY PRODUCTS OR SERVICES MADE AVAILABLE ON, THROUGH OR IN RELATION TO THE SITE OR THE APP (INCLUDING, WITHOUT LIMITATION, THE SERVICES) AS A RESULT OF SUCH BREACH OR OTHER VIOLATION. FOR THE AVOIDANCE OF DOUBT, THE FOREGOING LIMITATION ON INJUNCTIVE RELIEF DOES NOT LIMIT YOUR ABILITY TO SEEK OR RECOVER ANY MONETARY REMEDIES AUTHORIZED BY LAW IN THE EVENT OF ANY SUCH BREACH OR OTHER VIOLATION (EXCEPT FOR THOSE WHICH ARE OTHERWISE EXPRESSLY PRECLUDED BY THIS AGREEMENT).
- h. **Limitation of Remedies.** IF ROSY WELLNESS BREACHES OR OTHERWISE VIOLATES THIS AGREEMENT, THEN IN NO EVENT SHALL YOU BE ENTITLED TO RECOVER ANY SPECIAL, INCIDENTAL, CONSEQUENTIAL, SPECULATIVE OR PUNITIVE DAMAGES ARISING OUT OF OR IN RELATION TO SUCH BREACH OR OTHER VIOLATION, EVEN IF ROSY WELLNESS HAS BEEN NOTIFIED OF THE POSSIBILITY OF SUCH DAMAGES; AND IN NO EVENT SHALL ROSY

WELLNESS'S LIABILITY UNDER THIS AGREEMENT EXCEED THE AMOUNT OF SUBSCRIPTION FEES, IF ANY, THAT YOU HAVE ACTUALLY PAID DIRECTLY TO ROSY WELLNESS UNDER THIS AGREEMENT WITHIN THE SIX (6) MONTH PERIOD IMMEDIATELY PRECEDING THE DATE OF SUCH BREACH, IF ANY, OR OTHER VIOLATION OF THIS AGREEMENT, OR THE NON-SUBSCRIPTION AMOUNT PAID BY YOU TO PURCHASE ANY PRODUCTS OR SERVICES THAT ARE THE SUBJECT OF THE DISPUTE, CONTROVERSY OR CLAIM, IF ANY.

- i. Consumer Protections. The disclaimers and limitations set forth in this Section 19 are not intended to limit liability or alter your rights as a consumer that cannot be limited or altered under applicable law.

20. General Release of Claims. **YOU HEREBY RELEASE AND HOLD HARMLESS ROSY WELLNESS AND ROSY WELLNESS'S OFFICERS, DIRECTORS, MEMBERS, MANAGERS, OWNERS, PARTNERS, AGENTS, EMPLOYEES, REPRESENTATIVES, PARENTS, SUBSIDIARIES, AFFILIATES, SUCCESSORS, TRUSTEES, ASSIGNS, TRANSFEREES, CONTRACTORS, VENDORS AND LICENSEES FROM AND AGAINST ALL CLAIMS THAT YOU HAVE OR MAY HAVE AGAINST THEM FOR INFRINGEMENT, VIOLATION OF THE RIGHTS OF PRIVACY OR PUBLICITY, DEFAMATION, DISPARAGEMENT, UNPAID BENEFITS, UNPAID WAGES, OVERTIME, DISCRIMINATION, PERSONAL INJURY, PROPERTY DAMAGE, NEGLIGENCE AND/OR ANY OTHER LEGAL THEORY ARISING FROM OR IN CONNECTION WITH THE SITE, THE APP, THE PRODUCTS OR SERVICES MADE AVAILABLE ON, THROUGH OR IN RELATION TO THE SITE OR THE APP (INCLUDING, WITHOUT LIMITATION, THE SERVICES) AND/OR THE RIGHTS AND PRIVILEGES GRANTED OR CONVEYED BY YOU UNDER THIS AGREEMENT (INCLUDING, WITHOUT LIMITATION, THOSE RIGHTS AND PRIVILEGES RELATING TO THE USER MATERIALS AND/OR ANY ELEMENTS, DERIVATIVES OR MARKETING OF THE FOREGOING). FURTHER, YOU WAIVE YOUR RIGHT TO (AND IN NO EVENT SHALL YOU SEEK TO) ENJOIN ROSY WELLNESS, ANY OF ROSY WELLNESS'S OFFICERS, DIRECTORS, MEMBERS, MANAGERS, OWNERS, PARTNERS, AGENTS, EMPLOYEES, REPRESENTATIVES, PARENTS, SUBSIDIARIES, AFFILIATES, SUCCESSORS, TRUSTEES, ASSIGNS, TRANSFEREES, CONTRACTORS, VENDORS OR LICENSEES OR EXERCISE ANY OF THE RIGHTS OR PRIVILEGES GRANTED OR CONVEYED BY YOU UNDER THIS AGREEMENT (INCLUDING, WITHOUT LIMITATION, THE USER MATERIALS).**

**YOU ALSO HEREBY WAIVE ANY RIGHTS YOU MAY HAVE UNDER SECTION 1542 OF THE CALIFORNIA CIVIL CODE AND ANY OTHER STATUTE OR COMMON LAW PRINCIPLE OF SIMILAR EFFECT, WHICH PROVIDES:**

**“A GENERAL RELEASE DOES NOT EXTEND TO CLAIMS THAT THE CREDITOR DOES NOT KNOW OR SUSPECT TO EXIST IN HIS OR HER FAVOR AT THE TIME OF EXECUTING THE RELEASE AND THAT, IF KNOWN BY HIM OR HER, WOULD HAVE MATERIALLY AFFECTED HIS OR HER SETTLEMENT WITH THE DEBTOR OR RELEASED PARTY.”**

21. Indemnification. YOU HEREBY AGREE TO INDEMNIFY, RELEASE AND HOLD HARMLESS ROSY WELLNESS AND ROSY WELLNESS'S OFFICERS, DIRECTORS, MEMBERS, MANAGERS, OWNERS, PARTNERS, AGENTS, EMPLOYEES, REPRESENTATIVES, PARENTS, SUBSIDIARIES, AFFILIATES, SUCCESSORS, TRUSTEES, ASSIGNS, TRANSFEREES, CONTRACTORS, VENDORS AND LICENSEES FROM AND AGAINST ANY AND ALL LIABILITIES, CLAIMS, SUITS, DEMANDS, ACTIONS, JUDGMENTS, LOSSES, DAMAGES, FINES, PENALTIES AND EXPENSES (INCLUDING COSTS AND REASONABLE OUTSIDE ATTORNEY FEES) INCURRED BY SUCH INDEMNITEES, OR ASSERTED AGAINST SUCH INDEMNITEES BY THIRD PARTIES, ARISING OUT OF OR IN CONNECTION WITH (A) YOUR ACTS, ERRORS OR OMISSIONS, (B) YOUR USE OF THE SITE, THE APP OR ANY PRODUCTS OR SERVICES MADE AVAILABLE ON, THROUGH OR IN RELATION TO THE SITE OR THE APP (INCLUDING, WITHOUT LIMITATION, THE SERVICES) IN ANY MANNER CONTRARY TO THE TERMS AND CONDITIONS OF THIS AGREEMENT, (C) YOUR VIOLATION OF THE RIGHTS OF OR OTHER INJURY TO ANY THIRD PARTY, AND/OR (D) YOUR BREACH OF ALL OR ANY PART OF THIS AGREEMENT.
22. Term; Termination; Survival. This Agreement shall continue and remain in effect until it is terminated in accordance with the terms and conditions of this Agreement. Rosy Wellness may terminate this Agreement at any time, for any or no reason, and without notice to you (including, without limitation, if Rosy Wellness believes that you have violated or acted inconsistently with any term or condition of this Agreement). You may terminate this Agreement at any time and for any or no reason by cancelling your User Account or applicable subscriptions with Rosy Wellness. If this Agreement is terminated for any reason, then all rights granted to you under this Agreement shall automatically revert back to Rosy Wellness, and the following shall survive in perpetuity: (a) all defined terms under this Agreement; (b) all rights and privileges under this Agreement which were granted to and/or accrued in favor of Rosy Wellness and/or any of Rosy Wellness's officers, directors, members, managers, owners, partners, agents, employees, representatives, parents, subsidiaries, affiliates, successors, trustees, assigns, transferees, contractors, vendors or licensees as of the date of this Agreement's termination; (c) all payments which accrued as of the date of termination; (d) all disclaimers, limitations of liability and limitations of remedies; and (e) all representations, warranties, covenants, certifications, releases, indemnifications and promises made by you under this Agreement.
23. Governing Law. This Agreement, the additional terms, conditions and policies referenced herein (including, without limitation, the Site and the App's [PRIVACY POLICY](#)), your visit, access, registration with, subscription to or use of the Site, the App, the P.A. Pages and/or the Services, any transactions made on, through, or in relation to the Site, the App, and/or the P.A. Pages, your purchase of or use of any products or services offered, sold, marketed, or provided on, through or in relation to the Site, the App, and/or the P.A. Pages (including, without limitation, the Services), all information, communications, and statements made on, through, or in relation to the Site, the App, and/or the P.A. Pages (including, without limitation, your express consent to Rosy Wellness sending or otherwise communicating with

you via any electronic means or forms, such as e-mail, telephone, and text message), the Parties' relationship and all disputes, controversies and claims arising from or in connection with any of the foregoing (whether grounded in contract, tort, statute, law, or equity) shall be governed, interpreted, construed and enforced in accordance with the laws of the State of Texas in the United States of America and applicable federal law of the United States of America, regardless of its place of execution, its place of performance, and any conflicts of law analysis. For the avoidance of any doubt, the United Nations Convention on Contracts for the International Sale of Goods shall have no application whatsoever to this Agreement and the subject matter hereof.

#### 24. Dispute Resolution.

- a. Binding Arbitration; Waiver. Each Party hereby irrevocably submits all disputes, controversies and claims arising from or concerning this Agreement, any additional terms, conditions or policies referenced in this Agreement (including Rosy Wellness's [PRIVACY POLICY](#)), your visit, access, registration with, subscription to or use of the Site or the Services, any transactions made on, through or in relation to the Site, the App, any products or services purchased on, through or in relation to the Site or the App (including, without limitation, the Site and App's Privacy Policy and the Services) and/or the Parties' relationship (whether grounded in contract, tort, statute, law or equity) (collectively, the "**Dispute(s)**") to binding arbitration administered by Judicial Arbitration and Mediation Services, Inc. (a/k/a JAMS) or its successor ("**JAMS**") for the resolution thereof, and such arbitration shall be the sole and exclusive method for resolving the Disputes; this Agreement; the additional terms, conditions, and policies referenced herein (including, without limitation, the Services); your access or use of the Site, the App, and/or the P.A. Pages; your transactions on, through, or in relation to the Site, the App, and/or the P.A. Pages; your purchase or use of any products or services offered, sold, marketed, or provided on, through or in relation to the Site, App, and/or the P.A. Pages; all information disclosed or received on, through, or in relation to the Site, the App, and/or the P.A. Pages (including, without limitation, personal information and non-personal information); all content found on, through or in relation to the Site, the App, and/or the P.A. Pages; all information, communications and statements made on, through, or in relation to the Site, the App, and/or the P.A. Pages (including, without limitation, your express consent to Rosy Wellness sending or otherwise communicating with you via any electronic means or forms, e.g., email, telephone and text message); and/or the Parties' relationship. The arbitration shall be binding, final and confidential. **EACH PARTY ACKNOWLEDGES AND AGREES THAT SUCH PARTY IS WAIVING THE RIGHT TO A TRIAL BY JURY OR TO PARTICIPATE AS THE MEMBER OF A CLASS IN ANY PURPORTED CLASS ACTION PROCEEDING.**
- b. Arbitration Rules. The arbitration shall be conducted before a single arbitrator under the then-current JAMS Comprehensive Arbitration Rules & Procedures (the "**JAMS Rules**"),

as supplemented by the Federal Rules of Civil Procedure and the Federal Rules of Evidence if and where applicable as a gap-filler. If there is any conflict between a provision of the JAMS Rules, the Federal Rules of Civil Procedure, the Federal Rules of Evidence, or this Agreement, then the conflicting provision of this Agreement shall control and govern over the JAMS Rules, the Federal Rules of Civil Procedure and the Federal Rules of Evidence, and the JAMS Rules shall control and govern over the Federal Rules of Civil Procedure and the Federal Rules of Evidence. The construction, interpretation, and enforcement of this Section 24 is governed by the Federal Arbitration Act, 9 U.S.C. §§ 1 *et seq.*

- c. Arbitration Process, Location, and Procedures. The Party initiating the arbitration proceeding shall serve a written notice of arbitration on the other Party in accordance with the JAMS Rules. The arbitration shall be held in Dallas, Texas, United States of America. The arbitration shall be conducted in the English language. The arbitrator shall be selected in accordance with the JAMS Rules, unless otherwise agreed to by the parties to the arbitration. All issues or questions concerning either the scope of this arbitration clause or the arbitrability of any of the Disputes shall be referred to and finally decided by the arbitrator. The arbitrator may construe or interpret, but shall not vary or ignore, the terms and conditions of this Agreement and shall be bound by applicable law.
- d. Arbitration Decisions and Awards. The arbitrator shall render a written final decision on the subject Dispute as soon as practicable and, in any event, not more than forty-five (45) calendar days after the close of evidence and briefing. The arbitrator's decision shall be written, shall be in accordance with applicable law, and shall be supported by written findings of fact and conclusions of law setting forth the basis for the arbitrator's decision. The arbitrator shall have no authority to award punitive, exemplary or consequential damages, unless such an award is authorized by applicable law. The arbitrator shall have the authority to award attorney fees and expenses if such an award is permitted under this Agreement or applicable law. Subject to any applicable rights of appeal, the final decision of the arbitrator shall be binding and conclusive upon all of the Parties who have been served with proper written notice of the arbitration proceeding as required by this Section 24. Judgment on any award rendered by the arbitrator may be confirmed in any state or federal court having jurisdiction thereof that is located in the State of Texas, United States of America, and may be entered in and enforced by any domestic, foreign, or international court having appropriate subject matter jurisdiction. Any decision, judgment, ruling, finding, award or other determination of the arbitrator and any information disclosed in the course of any arbitration hereunder shall be kept confidential by the Parties, and any court order to enforce the decision, judgment, ruling, finding, award or other determination of the arbitrator shall be filed under seal.
- e. Arbitration Fees and Expenses. JAMS's administrative and filing fees, the arbitrator's fees and expenses and all other fees and expenses charged by JAMS and/or the arbitrator

to administer or conduct the arbitration shall be shared equally among all parties to the arbitration; provided, however, that the prevailing party of the arbitration may recover an award of its share of such fees and expenses if such an award is permitted under this Agreement or applicable law.

f. Litigation; Waiver. In the event a particular Dispute is not subject to arbitration (whether by decision of an arbitrator with binding authority, or otherwise according to this Agreement or applicable law), each Party hereby irrevocably submits to the exclusive personal jurisdiction and venue of the state courts of Dallas County, Texas, United States of America and the United States federal courts in the Northern District of Texas, Dallas Division for the litigation of said Dispute, and covenants and agrees that neither of the foregoing is an inconvenient venue or forum.

g. Waiver of Jury Trial and Class Action. **REGARDLESS OF WHETHER A PARTICULAR DISPUTE IS SUBJECT TO ARBITRATION OR LITIGATION, AND TO THE FULLEST EXTENT PERMITTED BY LAW, EACH PARTY DOES HEREBY WAIVE SUCH PARTY’S RIGHT TO A TRIAL BY JURY, TO PARTICIPATE AS THE MEMBER OF A CLASS IN ANY PURPORTED CLASS ACTION OR OTHER PROCEEDING OR TO NAME UNNAMED MEMBERS IN ANY PURPORTED CLASS ACTION OR OTHER PROCEEDINGS.**

25. Notice. Unless otherwise expressly stated in this Agreement, Rosy Wellness may give or deliver all other notices to you by means of a general notice posted on this or a similar page of the Site and/or the App, as applicable, by email to the email address associated with your User Account or by posting to your User Account, and all such notices shall be deemed effective as of their stated effective dates.

26. Relationship. In no event shall this Agreement, the performance of a Party’s rights or obligations under this Agreement, the Site, the App, the Services or a Party’s visit to, access of, registration with, subscription to or use of the Site, the App and/or the Services create any type of fiduciary, franchise, agency, employment, independent contractor, partnership or joint venture relationship between you or Rosy Wellness.

27. Additional Terms Applicable to Companies. COMPANIES AND ANY OTHER USER OF THE SITE, THE APP, OR THE SERVICES ARE SOLELY RESPONSIBLE FOR THEIR POSTINGS ON THE SITE AND/OR THE APP.

28. Several Notes About This Agreement and Apple. The following addresses certain matters with respect to Apple Inc. (“*Apple*”) and/or the so-called “Usage Rules” set forth in Apple’s App Store Terms and Conditions (located at <http://www.apple.com/legal/internet-services/itunes/us/terms.html>) as of the effective date hereof (“*Apple’s Usage Rules*”):

a. Acknowledgement. The Parties hereby acknowledge that:

- i. This Agreement is between the Parties only and not with Apple;
  - ii. Apple is not responsible for the App or the content thereof;
  - iii. Apple has no obligation whatsoever to furnish any maintenance and support services with respect to the App;
  - iv. Apple is not responsible for addressing any claims you or any third party have or may have relating to the App or your possession and/or use of the App, including, without limitation, (i) product liability claims, (ii) any claim that such App fails to conform to any applicable legal or regulatory requirement, (iii) claims arising under consumer protection or similar legislation, and (iv) intellectual property infringement claims;
  - v. this Agreement's usage rules for the App are not intended to be less restrictive than Apple's Usage Rules;
  - vi. Apple and Apple's subsidiaries are third-party beneficiaries of this Agreement; and
  - vii. Upon your acceptance of this Agreement, Apple will have the right (and will be deemed to have accepted the right) to enforce this Agreement against you as a third-party beneficiary hereof.
- b. Amended Scope of Limited License – The App. If you download, access or use the App from or through Apple's App Store, then the limited license(s) granted to you hereunder with respect to the App (see Section 7(b) above) is/are hereby amended to add the following restriction: you may not use the App on any device other than the Apple-brand device (e.g., iPhone, iPod Touch, iPad) that you own or control or in any manner that is contrary to Apple's Usage Rules.

## 29. Miscellaneous.

- a. Electronic Signatures. IF YOUR ACCEPTANCE OF THIS AGREEMENT IS FURTHER EVIDENCED BY YOUR AFFIRMATIVE ASSENT TO THE SAME (E.G., BY A "CHECK THE BOX" ACKNOWLEDGMENT PROCEDURE), THEN THAT AFFIRMATIVE ASSENT IS THE EQUIVALENT OF YOUR ELECTRONIC SIGNATURE TO THIS AGREEMENT. HOWEVER, FOR THE AVOIDANCE OF DOUBT, YOUR ELECTRONIC SIGNATURE IS NOT REQUIRED TO EVIDENCE OR FACILITATE YOUR ACCEPTANCE AND AGREEMENT TO THIS AGREEMENT, AS YOU AGREE THAT THE CONDUCT DESCRIBED IN THIS AGREEMENT AS RELATING TO YOUR ACCEPTANCE AND AGREEMENT TO THIS AGREEMENT ALONE SUFFICES.

- b. Excused Performance. Rosy Wellness is hereby excused for any failure to perform under this Agreement to the extent that its performance is prevented by any reason outside of its reasonable control or that may be characterized as a force majeure event.
  - c. Assignment and Delegation. You shall not assign, delegate, or otherwise transfer any of your rights or obligations under this Agreement without Rosy Wellness's prior written consent in each instance.
  - d. Construction and Interpretation. This Agreement shall be construed to have been drafted by all of the Parties, so that any rule of construction or interpretation that construes or interprets ambiguities against the drafter shall have no force or effect.
  - e. Headings. Section headings are inserted in this Agreement for reference and convenience only and shall not interpret, define, limit or describe the scope, intent, terms or conditions of this Agreement.
  - f. Severability. If any term or condition of this Agreement is deemed invalid or unenforceable by the arbitrator or (if applicable) a court of law with binding authority, then the remaining terms and conditions shall not be affected, and said arbitrator or court of law shall reform the invalidated or unenforceable term or condition to the maximum extent permitted under the law and consistent with the intent of this Agreement.
  - g. Entire Agreement. This Agreement, together with those additional terms, conditions, and policies referenced herein and/or made available herein by hyperlink (including, without limitation, the Site's and the App's [PRIVACY POLICY](#)), constitutes the entire agreement and understanding between the Parties with respect to the subject matter hereof, supersedes any prior agreements and understandings, if any, between the Parties with respect to such subject matter, and shall inure to the benefit of and be binding upon the Parties and their respective successors and assigns.
30. Conflicting Terms. Notwithstanding anything to the contrary stated herein, and provided that you are a Company, in the event there is a conflict between a provision contained in a separate written service agreement between you and Rosy Wellness, then the conflicting provision contained in that service agreement shall govern and control.
31. Contact Us. Please direct any questions you may have about the Site, the App, the Services, or this Agreement to [hello@meetrosy.com](mailto:hello@meetrosy.com), with a subject line of "Website Question." The foregoing contact information may change from time to time by supplementation, amendment, or modification of this Agreement.
32. Last Modified. This Agreement was last modified on, and is dated effective as of, May 20, 2020.