

# Terms of Service

## Terms of Service

Nature Matters with Dr. Jenny, LLC

Last Updated: 08/01/2019

Welcome to Nature Matters with Dr. Jenny! Nature Matters with Dr. Jenny, LLC (and its affiliates and agents) (“Nature Matters”) provides an online platform to (1) make online materials available about nature activities that teachers or parents can engage in with their students or children (“Activities”), and (2) enable people (“Coaches”) to hold clubs (“Clubs”), and/or host events (“Events”) in their local communities for the purpose of helping children get outside, learn about nature, and develop STEM skills, using curriculum and materials provided by Nature Matters (collectively, “Services”). Information, resources and registration regarding the Services are available through the website at [www.jennylloydstrovas.com](http://www.jennylloydstrovas.com) any affiliate or successor website, the (“Website”). “Users” and “you” (and its derivatives) as used in this Terms of Service apply to Parents, Coaches and any other users of the Website, as the context requires.

Nature Matters has separate programs for schools that are also covered under this Terms of Service agreement (“Schools”). The school programs are considered to be “Services,” and users of the Nature Matters school programs are the Schools (also referred to as “Users” and “you” (and its derivatives)) in this Terms of Service agreement. Without limitation of the next paragraph, all Users of school programs will be deemed to be acting on behalf of the School. For more details, see “School Programs” below.

**PLEASE READ THIS TERMS OF SERVICE AGREEMENT (THE “TERMS”) CAREFULLY. BY (1) ACCESSING OR USING THIS WEBSITE AND ANY OTHER WEBSITES THROUGH WHICH NATURE MATTERS MAKES ITS SERVICES AVAILABLE (COLLECTIVELY, THE “WEBSITE”), INCLUDING USING THE SERVICES(2) CLICKING ON THE “I ACCEPT” BUTTON, (3) COMPLETING THE REGISTRATION PROCESS, AND/OR (4) MERELY BROWSING THE WEBSITE, YOU REPRESENT THAT (A) YOU HAVE READ, UNDERSTAND, AND AGREE TO BE BOUND BY THE TERMS, (B) YOU ARE OF LEGAL AGE TO FORM A BINDING CONTRACT WITH NATURE MATTERS, AND (C) YOU HAVE THE AUTHORITY TO ENTER INTO THE TERMS PERSONALLY OR ON BEHALF OF THE PERSON OR ENTITY YOU HAVE NAMED AS THE USER, AND TO BIND THAT PERSON OR ENTITY TO THE TERMS. IF YOU DO NOT AGREE TO BE BOUND BY THE TERMS, YOU MAY NOT ACCESS OR USE THIS WEBSITE OR THE SERVICES. THE WEBSITE AND THE SERVICES TOGETHER ARE REFERRED TO IN THESE TERMS AS THE “NATURE MATTERS PLATFORM.”**

**THE TERMS INCLUDE A CLUB ACTION WAIVER AND A WAIVER OF JURY TRIALS AND REQUIRE BINDING ARBITRATION ON AN INDIVIDUAL BASIS TO RESOLVE DISPUTES.**

THE TERMS LIMIT THE REMEDIES THAT MAY BE AVAILABLE TO YOU IN THE EVENT OF A DISPUTE.

PLEASE NOTE THAT THE TERMS ARE SUBJECT TO CHANGE BY NATURE MATTERS IN ITS SOLE DISCRETION AT ANY TIME AS PROVIDED IN SECTION 21.

### **1. Nature Matters Materials Registration.**

(1) Registering Your Account. In order to access certain features of the Nature Matters Materials and the Nature Matters Platform, to become a Coach, or as a Parent to register for a Club or Event, you will be required to become a Registered User. For purposes of the Terms, a “Registered User” is a User who has registered a Nature Matters account on the Website (“Account”).

(2) Registration Data. In registering for an Account on the Website, you agree to (1) provide true, accurate, current and complete information about yourself as prompted by the registration form (the “Registration Data”); and (2) maintain and promptly update the Registration Data to keep it true, accurate, current and complete. You represent that you are (1) at least eighteen (18) years old; (2) of legal age to form a binding contract; and (3) not a person barred from using Nature Matters Materials or the Nature Matters Platform under the laws of the United States, your place of residence or any other applicable jurisdiction. You are responsible for all activities that occur under your Account. You agree that you will monitor your Account to restrict use by others, and you will accept full responsibility for any unauthorized use of Nature Matters Materials. You may not share your Account or password with anyone, and you agree to (1) notify Nature Matters immediately of any unauthorized use of your password or any other breach of security; and (2) exit from your Account at the end of each session. If you provide any information that is untrue, inaccurate, not current or incomplete, or Nature Matters has reasonable grounds to suspect that such information is untrue, inaccurate, not current or incomplete, Nature Matters has the right to suspend or terminate your Account and refuse any and all current or future use of Nature Matters Materials, the Nature Matters Platform (or any portion thereof). You agree not to create an Account using a false identity or information, or on behalf of someone other than yourself. Nature Matters reserves the right to remove or reclaim any usernames at any time and for any reason, including but not limited to, claims by a third-party that a username violates the third-party’s rights. You agree not to create an Account or use Nature Matters Materials or the Nature Matters Platform if you have been previously removed by Nature Matters, or if you have been previously banned from any of Nature Matters Materials or the Nature Matters Platform (or any portion thereof).

(3) Coach Applications. If you apply to be a Coach including by submitting the appropriate application available at [www.jennylloydstrovas.com/Coach](http://www.jennylloydstrovas.com/Coach) you acknowledge and agree that Nature Matters may reject your application for any reason at Nature Matters’ sole discretion, subject to applicable law.

(4) Coach Background Checks. By submitting a Coach application, you agree that Nature Matters may conduct criminal background checks or other screenings (such as sex offender register searches) at any time, using all available records.

**2. Parent Terms.** The following terms apply to Parents who want to register their children in Clubs or for Events:

(1) Terms Binding Upon Minors. As a Parent, when you enroll one or more of your children in a Club or Event, you represent that you are the parent or legal guardian of all such individuals under the age of 18 who are participating in the Club or Event, or accompanying you to such Club or Event (“Children”) and you agree that these Terms are also binding upon your Children.

(2) No Club or Event Guarantee. You acknowledge and agree that Nature Matters does not and cannot guarantee that any particular Clubs, Events, Activities, Course Materials, or Coaches will be available. In some cases, Clubs and Events displayed as available on the Website may not be available at some locations. Nature Matters reserves the right to reschedule or cancel any Club or Event for any reason without notice. Nature Matters and any Coaches may disqualify anyone at any time during a Club or Event from participating in any and all activities, including if Nature Matters or a Coach feels your or your Children’s continued participation will jeopardize any individuals involved or others. In the event a Club or Event is listed at an incorrect location, or a Club is listed at an incorrect price, due to typographical error or other error, Nature Matters will have the right to refuse or cancel any registrations for enrollment placed for such Club or Event. Nature Matters will have the right to refuse or cancel any such registrations for enrollment whether or not the registration has been confirmed or your credit card charged. If your credit card has already been charged for the registration and your registration is cancelled, Nature Matters will issue a credit to your credit card account in the amount charged to you for such Event or Club.

(3) Event Participation. Events are hosted by Coaches for you and your Children to participate. Event descriptions, terms and conditions, and any fees that may be applicable for an Event are set forth on the page for that Event.

(4) Club Participation. Club descriptions, terms and conditions, and any fees that may be applicable for a Club are set forth on the page for that Club. Nature Matters, at its sole discretion, may make promotional offers with different features and different rates to any Enrollee. These promotional offers, unless made to you, will have no bearing whatsoever on the amount you owe to Nature Matters.

(5) Club Enrollment Plans. If you register your Children for one or more Clubs, Nature Matters will charge you upon registration for the Club. If you decide not to attend any prepaid Clubs, you will not be eligible for a prorated refund of any portion of the prepaid fees.

(6) Food and Drinks. Nature Matters does not monitor the serving of any foods or beverages at any Clubs or Events. You understand that if food and beverages are provided at a Club or Event for you and your Children to consume, you are free to choose which foods and beverages, if any, you and your Children consume, and you accept sole responsibility for all risks associated with such consumption by you and your Children, including food sickness, allergic reaction, and death. You are solely responsible for any food or beverages that you bring to any Clubs or Events.

(7) Medical Emergency. In case of medical emergency, you authorize the Coach and Nature Matters to secure emergency medical treatment for your Children. You hereby agree to pay for any charges for emergency medical treatment that are not covered by your or your Children's personal health insurance.

**3. Coach Terms.** The following terms apply to Users who are Coaches:

(1) Profile. Any content that you upload, post, e-mail, transmit or otherwise make available through Nature Matters Materials (including your profile on the Website) may not contain nudity, violence, sexually explicit, or offensive subject matter. You may not post or submit for print services a photograph of another person without that person's permission.

(2) Leading Clubs and Hosting Events. You represent that any Clubs you lead and Events you host will be age appropriate for the participating children and compliant with all applicable laws. You agree that you will notify Nature Matters within 3 weeks before the start of a Club or Event if you are unable to host such Club or Event for any reason. You acknowledge and agree that Nature Matters does not and cannot guarantee that any Enrollees will register their Children for any of your Clubs or Events.

(3) Competence. You represent that you have the experience, qualifications, and ability to lead Clubs and host Events. You acknowledge and agree that you must participate in Nature Matters' training program and be certified as a Coach before leading Clubs or hosting Events. You further represent that you will use your best efforts to lead your Clubs and host Events, such that the results are satisfactory to the Enrollees and their Children. You agree to indemnify Nature Matters for any claims arising out of or related to Events or Clubs.

(4) Fees. There is no upfront fee required to become fully certified as a Coach.

(5) No Convictions. By agreeing to the Terms, you hereby represent and affirm that you have not been convicted of a crime, which does not include the following: (i) minor traffic infractions or (ii) convictions which have been expunged or sealed by the court.

(6) Payment to Coach. For each Club you lead, Nature Matters will provide payment by check during the last in which you led the club. Coaches will receive 40% of the fees for the club. Nature Matters has no obligation to pay you any portion of the fees for which Nature Matters does not receive payment from an Enrollee.

(7) Support. Nature Matters will provide strategic marketing support (i.e., flyers to be passed out at school and graphics for social media) at no cost to Coach in accordance with its standard support policies. Any additional support to be provided by Nature Matters may be subject to additional fees, at the sole discretion of Nature Matters.

(8) Driving. If you drive any Enrollees or their Children or any other persons or property in connection with any Clubs or Events, you hereby represent, warrant, and agree that: (i) you are at least 21 years of age; (ii) you possess a valid driver's license and are authorized to operate a motor vehicle and have all appropriate licenses, approvals, and authority to provide

transportation to third parties; (iii) you own, or have the legal right to operate, the vehicle you are using when transporting Enrollees and their Children, and such vehicle is in good operating condition and meets the industry safety standards and all applicable statutory and state department of motor vehicle requirements for a vehicle of its kind; (iv) you are named or scheduled on the insurance policy covering the vehicle you are using when transporting Enrollees and their Children; (v) you have a valid policy of liability insurance (in coverage amounts consistent with all applicable legal requirements) for the operation of your vehicle to cover any anticipated losses related to your provision of rides to Enrollees and their Children; (vi) you will be solely responsible for any and all liability which results from or is alleged as a result of the operation of the vehicle you use to transport Enrollees and their Children, including, but not limited to personal injuries, death and property damages; (vii) in the event of a motor vehicle accident you will be solely responsible for compliance with any applicable statutory or department of motor vehicles requirements, and for all necessary contacts with your insurance carrier; (viii) you will obey all local laws related to the matters set forth herein, and will be solely responsible for any violations of such local laws; (ix) you will not make any misrepresentation regarding Nature Matters, the Nature Matters Materials, the Nature Matters Platform, or your status as a driver, offer or provide transportation service for profit, charge for rides or otherwise seek non-voluntary compensation from Enrollees or their Children, or engage in any other activity in a manner that is inconsistent with your obligations under the Terms; (x) you will not transport Enrollees or their Children on any trip in excess of one hundred (100) miles; (xi) you will not discriminate or harass anyone on the basis of race, national origin, religion, gender, gender identity, physical or mental disability, medical condition, marital status, age or sexual orientation; and (xii) you are medically fit to drive in accordance with applicable law.

(9) Independent Contractor. You acknowledge and agree that Nature Matters is not your employer. Your relationship with Nature Matters will be that of an independent contractor, and nothing in the Terms should be construed to create an employer-employee relationship or any other relationship other than that of an independent contractor. You understand you will not be entitled to any of the benefits that Nature Matters makes available to its employees, such as group insurance, and that you will be solely responsible for all tax returns and payments required with respect to your performance of services and receipt of fees under the Terms. If applicable, Nature Matters will report amounts paid to you for leading Clubs by filing Form 1099-MISC with the Internal Revenue Service, as required by law. You understand Nature Matters will not withhold or make payments for social security, unemployment insurance or disability insurance contributions on your behalf. You hereby agree to indemnify and defend Nature Matters against any and all such taxes or contributions, including penalties and interest. You agree to accept exclusive liability for complying with all applicable state and federal laws, including laws governing self-employed individuals, if applicable, such as laws relate to payment of taxes, social security, disability, and other contributions based on fees paid to you under the Terms.

(10) Engagement of Services. You acknowledge and agree that your services are non-exclusive, and Nature Matters reserves the right, in its sole discretion, to engage with other contractors or other third parties regarding services that may be the same or similar to the services you provide. You understand that you have the right to provide services of any kind, to engage in any other outside professional activities, take on employment or engagements with whomever you so choose including the right to sell and/or represent other company's products or services,

provided, however, that any such activity will not be in direct or indirect competition with Nature Matters' business. You understand that the fact that you have entered into the Terms does not obligate you to make yourself available to lead Clubs or host Events for any specific days or times and that you are free to choose the days and times you will be available to lead Clubs or host Events. You also understand that the Terms do not require Nature Matters to provide any specific opportunities to you.

(11) Confidential Information. To the extent that you are provided access to confidential information of Nature Matters, including the personally identifiable information of the Enrollees and their Children, you agree that you will not use or disclose it in any manner other than as necessary to lead Clubs or host Events under the Terms, which includes, but is not limited to, your agreement that you will not share such information with competitors of Nature Matters. You understand that any information provided to you by Nature Matters will be considered to be confidential information for purposes of the Terms, unless Nature Matters states otherwise in writing, or you otherwise know such information to be publicly available. You also understand that, upon Nature Matters's request, you will return to Nature Matters all information provided to you by Nature Matters, including all copies thereof. You understand that information includes tangible materials, as well as electronically stored information and all copies thereof.

**4. School Programs.** The Nature Matters programs provided to schools ("School Programs") may include: (a) Training for teachers and school administrators (collectively, "Teachers") to run Clubs for their students, including the use of Nature Matters Materials; (b) Curriculum & parent support, including curriculum materials with teacher lesson plans, and corresponding digital materials to share with parents to engage families in play outside the school day; (c) Teacher support in the form of e-mail-based coaching for individual needs, and a searchable knowledge database with written and video instruction for teachers and school administrators demonstrating how to implement the School Program; and (4) Program materials to help you implement the School Program.

(1) Registering Your Account. In order to access certain features of the Nature Matters Materials and the Nature Matters Platform for School Programs, you will be required to become a Registered User. For purposes of the Terms, a "Registered User" is a User who has registered a Nature Matters account on the Website ("Account"). If you register for a School Program, including by submitting information about your School and any payment, you acknowledge and agree that Nature Matters may reject your registration forms for any reason at Nature Matters' sole discretion, subject to applicable law.

(2) No Club or Event Guarantee. You acknowledge and agree that Nature Matters does not and cannot guarantee that any particular portion of the School Programs will be made available, and Nature Matters reserves the right to change the selection and fees of School Programs at any time.

(3) Profile. Any content that you upload, post, e-mail, transmit or otherwise make available through Nature Matters Materials (including your profile on the Website) may not contain nudity, violence, sexually explicit, or offensive subject matter. You may not post or submit for print services a photograph of another person without that person's permission.

(4) Age-Appropriate. You represent that any Clubs or other Nature Matters-related events or materials you provide to students will be age appropriate for the participating students and compliant with all applicable laws.

(5) Independent Contractors. The relationship between Nature Matters and each School is that of independent contractors. Nothing in these Terms is intended to create or will be deemed to create or constitute a joint venture or partnership between Nature Matters and any School.

(6) Confidential Information. To the extent that you are provided access to confidential information of Nature Matters, including the personally identifiable information of the Enrollees and their Children, you agree that you will not use or disclose it in any manner other than as necessary to provide School Programs, which includes, but is not limited to, your agreement that you will not share such information with competitors of Nature Matters. You understand that any information provided to you by Nature Matters will be confidential information for purposes of the Terms, unless Nature Matters states otherwise in writing, or you otherwise know such information to be publicly available. You also understand that, upon Nature Matters' request, you will return to Nature Matters all information provided to you by Nature Matters, including all copies thereof. You understand that information includes tangible materials, as well as electronically stored information and all copies thereof.

## **1. User Interactions with Other Users.**

(1) Clubs and Events; School Programs. The Nature Matters Platform enables Coaches to organize, provide and manage Events and Clubs for Parents and Children, and for Schools to do the same for students and School Programs. We have no control over the identity of the individuals who are present at these Clubs or Events, or as part of these School Programs, and we request that our Users exercise caution and good judgment when attending and overseeing them. Nature Matters is not liable for any problems or issues that resulting from or otherwise arising out of any of these Clubs or Events, or School Programs.

(2) User Responsibility. As a User, you are solely responsible for your interactions with other Users of the Nature Matters Platform and any other parties with whom you interact through the Services; provided, however, that Nature Matters reserves the right, but has no obligation, to intercede in disputes. When interacting with other Users you should exercise caution and common sense to protect your personal safety and property, just as you would when interacting with other persons whom you don't know. NATURE MATTERS AND ITS AFFILIATES AND LICENSORS WILL NOT BE LIABLE FOR ANY CLAIM, INJURY OR DAMAGE ARISING IN CONNECTION WITH YOUR USE OF NATURE MATTERS MATERIALS OR THE NATURE MATTERS PLATFORM. NATURE MATTERS MAKES NO REPRESENTATIONS OR WARRANTIES AS TO THE CONDUCT OF REGISTERED USERS. NATURE MATTERS MAKES NO REPRESENTATIONS IN CONNECTION WITH PUBLIC, PRIVATE, OR OFFLINE INTERACTIONS. NEITHER NATURE MATTERS NOR ITS AFFILIATES OR LICENSORS IS RESPONSIBLE FOR THE CONDUCT, WHETHER ONLINE OR OFFLINE, OF ANY USER OF THE SERVICES. We encourage you to exercise caution and to only meet with Users that you know and trust.

(3) Content Provided by Other Users. The Nature Matters Materials and the Nature Matters Platform may contain User Content provided by other Users. Nature Matters is not responsible for and does not control User Content. Nature Matters has no obligation to review or monitor, and does not approve, endorse or make any representations or warranties with respect to User Content. You use all User Content and interact with other Users at your own risk.

## **6. Payment Terms.**

(1) Payment for Clubs or Events, and School Programs. All prices are quoted in U.S. dollars and are valid and effective only in the United States. Schools and other Enrollees must provide Nature Matters with a valid credit card (Visa, MasterCard, or any other issuer accepted by us) (“Payment Provider”) when registering for a Club or Event. If you are an Enrollee and Nature Matters does not receive payment from you or your Payment Provider for any Clubs or Events, (i) you agree to pay all amounts owed by you upon demand, and (ii) you agree that Nature Matters may either terminate or suspend your participation in any School Program, Clubs or Events. Coaches must provide Nature Matters with a valid Payment Provider when purchasing Course Materials and Marketing Materials from Nature Matters. Your Payment Provider agreement governs your use of the designated credit card, and you must refer to that agreement and not the Terms to determine your rights and liabilities. By providing Nature Matters with your credit card number and associated payment information, you hereby authorize Nature Matters to immediately charge your credit card for all fees and charges due and payable to Nature Matters hereunder or credit your credit card for any refunds owed and that no additional notice or consent is required. You agree to immediately notify Nature Matters of any change in your billing address or the credit card used for payment hereunder. Nature Matters reserves the right at any time to change its prices and billing methods, either immediately upon posting on the Nature Matters Materials or by e-mail delivery to you. For School Programs only, upon request Nature Matters can invoice the School and receive payment by check.

(2) Refunds. Payments made to Nature Matters are subject to refund in accordance with Section 3.2 and Nature Matters’ refund policy.

(3) Taxes. Nature Matters’ fees are net of any applicable Sales Tax. If any products or Services, or payments for any products or Services, under the Terms are subject to Sales Tax in any jurisdiction and you have not remitted the applicable Sales Tax to Nature Matters, you will be responsible for the payment of such Sales Tax and any related penalties or interest to the relevant tax authority and you will indemnify Nature Matters for any liability or expense we may incur in connection with such Sales Taxes. Upon our request, you will provide us with official receipts issued by the appropriate taxing authority, or other such evidence that you have paid all applicable taxes. For purposes of this section, “Sales Tax” will mean any sales or use tax, and any other tax measured by sales proceeds, that Nature Matters is permitted to pass to its customers that is) the functional equivalent of a sales tax where the applicable taxing jurisdiction does not otherwise impose a sales or use tax.

(4) Disputes. You must notify us in writing within seven (7) days after receiving your credit card statement, if you dispute any of our charges on that statement or such dispute will be deemed

waived. Billing disputes should be notified to the following address: Nature Matters with Dr. Jenny, LLC. Attn: Jenny Lloyd-Strovas, 499 NM-333 #1032, Tijeras, NM 87059

**6. Third Party Payment Services Provider.** Nature Matters uses Stripe Inc. ("Stripe"), Authorize.net and PayPal, Inc. ("PayPal") as third-party service providers for payment services (e.g., credit card transaction processing, merchant settlement, and related services). By using the Nature Matters Materials, you agree to be bound by Stripe's, Authorize.net's, and PayPal's Terms of Service Privacy Policy, as applicable. You hereby consent to provide and authorize Nature Matters, Stripe, Authorize.net, and PayPal to share any information and payment instructions you provide to the extent required to complete the payment transactions in accordance with the Terms, including personal, financial, credit card payment, and transaction information.

**7. No Circumvention.** It is a violation of the Terms to (a) intentionally avoid the payment of fees by arranging School Programs, Clubs with Coaches outside of the context of the Nature Matters Materials or (b) for a Coach to knowingly delegate the performance of leading the School Program, Club or hosting of an Event to another school, organization or Coach without prior written consent of Nature Matters.

**8. Payment Accounts.** Each Enrollee, Coach School and Teacher understands and agrees that:

(1) The transmission of funds in the manner described herein is not a separate and discrete service that Nature Matters provides in addition to the Services. Rather, the transmission of funds in an auditable manner is an integral part of the Services that Nature Matters provides.

(2) For Coaches, each Enrollee's payment account is a custodial account administered by Nature Matters to facilitate disbursement of each Enrollee's payment to each Coach.

(3) Nature Matters acts as agent of each Enrollee and Coach and not as a trustee or fiduciary with respect to payments received through Nature Matters.

(4) Nature Matters holds funds delivered to it in an account at a bank (each, a "Pooled Account"), and may include in the titling of a Pooled Account "Nature Matters, for the benefit of others" or similar words. Nature Matters maintains records at Nature Matters that should, in the event of a bank failure, allow the FDIC to determine which funds are payable to which Coach.

(5) Nature Matters will not voluntarily make your funds available to its creditors in the event of bankruptcy.

(6) You agree that Nature Matters has sole discretion over the establishment and maintenance of any Pooled Account. You agree that you will not receive interest or other earnings on the funds that Nature Matters handles as your agent and places in a Pooled Account. In consideration for your use of Nature Matters Materials, you irrevocably transfer and assign to Nature Matters any ownership right that you may have in any interest that may accrue on funds held in a Pooled Account. This assignment applies only to interest earned on your funds, and nothing in this Agreement grants Nature Matters any ownership right to the principal of the funds you maintain

with Nature Matters. In addition to or instead of earning interest on Pooled Accounts, Nature Matters may receive a reduction in fees or expenses charged for banking services by the banks that hold your funds.

## **9. Responsibility for Content.**

(1) **Types of Content.** You acknowledge that all information, data, text, software, music, sound, photographs, graphics, video, messages, and/or other materials accessible through the Nature Matters Platform (“Content”), including the Nature Matters Materials, is the sole responsibility of the party from whom such Content originated. This means that you, and not Nature Matters, are entirely responsible for all Content that you upload, post, e-mail, transmit or otherwise make available through the Nature Matters Platform and the Nature Matters Materials (“Your Content”), and that you and any other Users of Nature Matters Platform and the Nature Matters Materials, and not Nature Matters, are similarly responsible for all Content Users make available through the Nature Matters Platform or the Nature Matters Materials (“User Content”). “Content” includes Your Content and User Content.

(2) **No Obligation to Pre-Screen Content.** You acknowledge that Nature Matters has no obligation to pre-screen Content (including, but not limited to, User Content), although Nature Matters reserves the right in its sole discretion to pre-screen, refuse or remove any Content. By entering into the Terms, you hereby provide your irrevocable consent to such monitoring. You acknowledge and agree that you have no expectation of privacy concerning the transmission of Your Content. In the event that Nature Matters pre-screens, refuses or removes any Content, you acknowledge that Nature Matters will do so for Nature Matters’ benefit, not yours. Without limiting the foregoing, Nature Matters will have the right to remove any Content that violates the Terms or is otherwise objectionable.

## **10. Ownership.**

(1) **Nature Matters Materials.** Except with respect to Your Content and User Content, you agree that Nature Matters and its suppliers own all rights, title and interest in Nature Matters Materials. You hereby agree and acknowledge that any modifications or updates to the Nature Matters Materials shall be the sole and exclusive property of Nature Matters. You hereby assign to Nature Matters all rights, title, and interest to any modification or updates to the Nature Matters Materials.

(2) **Trademarks.** Nature Matters’ stylized name and other related graphics, logos, service marks and trade names used on or in connection with Nature Matters Materials are the trademarks of Nature Matters and may not be used without permission in connection with any third-party products or services. Other trademarks, service marks and trade names that may appear on or in Nature Matters Materials are the property of their respective owners.

(3) **Other Content.** Except with respect to Your Content, you agree that you have no right or title in or to any Content that appears on or in Nature Matters Materials, except as otherwise provided in these Terms.

(4) Your Content. Nature Matters does not claim ownership of Your Content. However, when you as a User post or publish Your Content on or in the Nature Matters Platform or as part of the Nature Matters Materials, you represent that you own and/or have a royalty-free, perpetual, irrevocable, worldwide, non-exclusive right (including any moral rights) and license to use, license, reproduce, modify, adapt, publish, translate, create derivative works from, distribute, derive revenue or other remuneration from, and communicate to the public, perform and display Your Content (in whole or in part) worldwide and/or to incorporate it in other works in any form, media or technology now known or later developed, for the full term of any worldwide intellectual property right that may exist in Your Content.

(5) License to Your Content. Subject to any applicable account settings that you select, you grant Nature Matters a fully paid, royalty-free, perpetual, irrevocable, worldwide, royalty-free, non-exclusive and fully sublicensable right (including any moral rights) and license to use, license, distribute, reproduce, modify, adapt, publicly perform, and publicly display, Your Content (in whole or in part) for the purposes of operating and providing the Nature Matters Platform or as part of the Nature Matters Materials. Please remember that other Users may search for, see, use, modify and reproduce any of Your Content that you submit to any “public” area of the Nature Matters Platform or as part of the Nature Matters Materials. You warrant that the holder of any worldwide intellectual property right, including moral rights, in Your Content, has completely and effectively waived all such rights and validly and irrevocably granted to you the right to grant the license stated above. You agree that you, not Nature Matters, are responsible for all of Your Content that you make available on or in the Nature Matters Platform or as part of the Nature Matters Materials.

(6) Username. Notwithstanding anything contained herein to the contrary, by submitting Your Content to any comments or any other area on or in the Nature Matters Platform or as part of the Nature Matters Materials, you hereby expressly permit Nature Matters to identify you by your username as the contributor of Your Content in any publication in any form, media or technology now known or later developed in connection with Your Content.

(7) Your Account. Notwithstanding anything to the contrary herein, you acknowledge and agree that you will have no ownership or other property interest in your Account, and you further acknowledge and agree that all rights in and to your Account are and will forever be owned by and inure to the benefit of Nature Matters.

(8) Feedback. You agree that submission of any ideas, suggestions, documents, and/or proposals to Nature Matters (“Feedback”) is at your own risk and that Nature Matters has no obligations (including without limitation obligations of confidentiality) with respect to such Feedback. You represent and warrant that you have all rights necessary to submit the Feedback. You hereby grant to Nature Matters a fully paid, royalty-free, perpetual, irrevocable, worldwide, non-exclusive, and fully sublicensable right and license to use, reproduce, perform, display, distribute, adapt, modify, re-format, create derivative works of, and otherwise commercially or non-commercially exploit in any manner, any and all Feedback, and to sublicense the foregoing rights, in connection with the operation and maintenance of Nature Matters Materials or the Nature Matters Platform.

**11. Use of the Nature Matters Platform and Nature Matters Materials.** The Nature Matters Platform, all Nature Matters marketing materials (“Marketing Materials”), and all learning materials, gear, kits, and other products which may be provided by or purchased from Nature Matters relating to Club structures, curriculum offerings, and including as provided in connection with Activities, Events and Clubs (“Course Materials”), and the information and content available on the Website and used in connection with the Services, (collectively, with the Marketing Materials and the Course Materials, the “Nature Matters Materials”) are protected by copyright laws throughout the world. Subject to the Terms, (i) as a User, Nature Matters grants you a limited license to reproduce portions of Nature Matters Materials for the sole purpose of using the Nature Matters Platform for your personal, non-commercial, purposes, and (ii) if you are a Coach Nature Matters also grants you a further limited license to (i) use the Coach tools available through the Website and (ii) use, reproduce, and distribute the Marketing Materials and Course Materials, for the purposes of marketing and leading Clubs and hosting Events. Unless otherwise specified by Nature Matters in a separate license, your right to use any Nature Matters Materials is subject to the Terms.

**12. Certain Restrictions.** The rights granted to you in the Terms are subject to the following restrictions: (a) except as expressly stated herein, you will not license, sell, rent, lease, transfer, assign, reproduce, distribute, host or otherwise commercially exploit Nature Matters Materials or any portion of Nature Matters Materials; (b) you will not frame or utilize framing techniques to enclose any trademark, logo, or other Nature Matters Materials (including images, text, page layout or form) of Nature Matters; (c) you will not use any metatags or other “hidden text” using Nature Matters’s name or trademarks; (d) you will not modify, translate, adapt, merge, make derivative works of, disassemble, decompile, reverse compile or reverse engineer any part of Nature Matters Materials except to the extent the foregoing restrictions are expressly prohibited by applicable law; (e) you will not use any manual or automated software, devices or other processes (including but not limited to spiders, robots, scrapers, crawlers, avatars, data mining tools or the like) to “scrape” or download data from any web pages contained in the Website (except that we grant the operators of public search engines revocable permission to use spiders to copy materials from the Website for the sole purpose of and solely to the extent necessary for creating publicly available searchable indices of the materials, but not caches or archives of such materials); (f) you will not access Nature Matters Materials in order to build a similar or competitive website or service; (g) except as expressly stated herein, no part of Nature Matters Materials may be copied, reproduced, distributed, republished, downloaded, displayed, posted or transmitted in any form or by any means; and (h) you will not remove, alter, obscure, or destroy any copyright notices or other proprietary markings contained on or in Nature Matters Materials. Any future release, update or other addition to Nature Matters Materials will be subject to the Terms. Nature Matters, its suppliers and service providers reserve all rights not granted in the Terms. Any unauthorized use of Nature Matters Materials terminates the licenses granted by Nature Matters pursuant to the Terms.

**13. Publicity.** You hereby grant to Nature Matters and its licensees, designees and assignees the absolute and irrevocable right and permission, without any requirement to obtain further consent from you and/or your Children, to audio tape, film, videotape, photograph or otherwise record the name, likeness and voice of you and your Children in connection with your and your Children’s participation in any Clubs or Events, and to edit, use, broadcast, telecast, stream,

download, display, distribute, post, and/or publish any of the results and proceeds thereof (the “Publicity Materials”) for any purpose and in any manner whatsoever in any and all media or technology, whether now known or hereafter devised (including, without limitation, on the internet, via social media, and via any other digital, analog or other distribution media or mechanism), worldwide in perpetuity. You hereby irrevocably authorize Nature Matters to use and license others to use the Publicity Materials for any promotion, merchandising, publicity, advertising or any other lawful purpose without limitation and without any compensation to you or your Children. You and your Children hereby release, hold harmless, and forever discharge the Nature Matters Parties from any and all claims, actions, causes of action, demands, rights, damages, costs, and expenses arising out of, related to, or in any way connected with the exercise by Nature Matters of the rights granted herein, including any and all claims for invasion of privacy, infringement of your rights of privacy and/or publicity, infringement of you and/or your Children’s intellectual property rights, defamation, or portrayal in a false light.

**14. User Conduct.** As a condition of use, you agree not to use Nature Matters Materials for any purpose that is prohibited by the Terms or by applicable law. You will not (and will not permit any third-party) either (a) to take any action or (b) Make Available any Content on or through Nature Matters Materials that: (i) infringes any patent, trademark, trade secret, copyright, right of publicity or other right of any person or entity; (ii) is unlawful, threatening, abusive, harassing, defamatory, libelous, deceptive, fraudulent, invasive of another’s privacy, tortious, obscene, offensive, or profane; (iii) constitutes unauthorized or unsolicited advertising, junk or bulk e-mail; (iv) involves commercial activities and/or sales without Nature Matters’s prior written consent, such as contests, sweepstakes, barter, advertising, or pyramid schemes; (v) impersonates any person or entity, including any employee or representative of Nature Matters; (vi) interferes with or attempts to interfere with the proper functioning of Nature Matters Materials or uses Nature Matters Materials in any way not expressly permitted by the Terms; or (vii) to attempt or engage in, any potentially harmful acts that are directed against Nature Matters Materials, including but not limited to violating or attempting to violate any security features of Nature Matters Materials, using manual or automated software or other means to access, “scrape,” “crawl” or “spider” any pages contained in Nature Matters Materials, introducing viruses, worms, or similar harmful code into Nature Matters Materials, or interfering or attempting to interfere with use of Nature Matters Materials by any other user, host or network, including by means of overloading, “flooding,” “spamming,” “mail bombing”, or “crashing” Nature Matters Materials.

**15 Investigations.** Nature Matters may, but is not obligated to, monitor or review the Nature Matters Materials, Content, the Nature Matters Platform, at any time, including with regard to any Clubs or Events. Without limiting the foregoing, Nature Matters will have the right, in its sole discretion, to remove any of Your Content for any reason (or no reason), including if such Content violates the Terms or any applicable law. Although Nature Matters does not generally monitor user activity occurring in connection with the Nature Matters Materials and the Nature Matters Platform, if Nature Matters becomes aware of any possible violations by you of any provision of the Terms, Nature Matters reserves the right to investigate such violations, and Nature Matters may, at its sole discretion, immediately terminate your license to use the Nature Matters Materials and the Nature Matters Platform, lead Clubs, host Events, or change, alter or remove Your Content, in whole or in part, without prior notice to you.

**16. Third-Party Services.** Nature Matters Materials may contain links to third-party websites (“Third-Party Websites”). When you click on a link to a third-party website, we will not warn you that you have left Nature Matters Materials and are subject to the terms and conditions (including privacy policies) of another website or destination. Such Third-Party Websites are not under the control of Nature Matters. Nature Matters is not responsible for any Third-Party Websites. Nature Matters provides these Third-Party Websites only as a convenience and does not review, approve, monitor, endorse, warrant, or make any representations with respect to Third-Party Websites or their products or services. You use all links in Third-Party Websites at your own risk. When you leave our Website, our Terms and policies no longer govern. You should review applicable terms and policies, including privacy and data gathering practices, of any Third-Party Websites, and should make whatever investigation you feel necessary or appropriate before proceeding with any transaction with any third-party.

**17. Indemnification.** You agree to indemnify and hold Nature Matters, its parents, subsidiaries, affiliates, officers, employees, agents, partners and licensors (collectively the “Nature Matters Parties”) harmless from any losses, costs, liabilities and expenses (including reasonable attorneys’ fees) relating to or arising out of: (a) Your Content; (b) your use of, or inability to use, Nature Matters Materials or the Nature Matters Platform; (c) your violation of the Terms; (d) your violation of any rights of another party, including any User; (e) any act or failure to act by you and/or for Parents, your Children, as applicable, (e) any matter arising out of or related to your or for Parents, your Children’s attendance or participation at a Club, Event, or Activity, including any claims by any venues against Nature Matters Parties, or (f) your or for Parents, your Children’s violation of any applicable laws, rules or regulations, as applicable. Nature Matters reserves the right, at its own cost, to assume the exclusive defense and control of any matter otherwise subject to indemnification by you, in which event you will fully cooperate with Nature Matters in asserting any available defenses. You agree that the provisions in this section will survive any termination of your Account, the Terms, or your access to Nature Matters Materials.

**18. Disclaimer of Warranties.**

(1) YOU EXPRESSLY UNDERSTAND AND AGREE THAT TO THE EXTENT PERMITTED BY APPLICABLE LAW (I) YOUR USE OF NATURE MATTERS MATERIALS OR THE NATURE MATTERS PLATFORM, (II) FOR SCHOOLS, TEACHERS, PARENTS AND COACHES, THE MATERIALS USED IN CONNECTION WITH SCHOOL PROGRAMS, CLUBS OR EVENTS, AND (III) FOR PARENTS, YOUR AND YOUR CHILDREN’S (AND IF APPLICABLE, YOUR BIRTHDAY PARTY GUESTS’) ATTENDANCE OR PARTICIPATION IN ANY CLUBS, EVENTS, OR ACTIVITIES, ARE AT YOUR SOLE RISK. YOU EXPRESSLY UNDERSTAND AND AGREE THAT TO THE EXTENT PERMITTED BY APPLICABLE LAW, THE NATURE MATTERS MATERIALS, NATURE MATTERS PLATFORM AND ALL NATURE MATTERS MATERIALS, FOOD, AND BEVERAGES PROVIDED, IF ANY, ARE PROVIDED ON AN “AS IS” AND “AS AVAILABLE” BASIS. THE NATURE MATTERS PARTIES EXPRESSLY DISCLAIM ALL WARRANTIES, REPRESENTATIONS, AND CONDITIONS OF ANY KIND, WHETHER EXPRESS OR IMPLIED, INCLUDING, BUT NOT LIMITED TO, THE IMPLIED

WARRANTIES OR CONDITIONS OF MERCHANTABILITY, FITNESS FOR A PARTICULAR PURPOSE AND NON-INFRINGEMENT.

(2) YOU ACKNOWLEDGE AND AGREE THAT THE NATURE MATTERS PARTIES ARE NOT RESPONSIBLE FOR AND WILL NOT HAVE ANY LIABILITY, DIRECTLY OR INDIRECTLY, FOR ANY LOSS OR DAMAGE, INCLUDING PERSONAL INJURY OR DEATH, AS A RESULT OF OR ALLEGED TO BE THE RESULT OF (I) ANY INCORRECT OR INACCURATE CONTENT POSTED ON THE WEBSITE OR OTHERWISE PROVIDED IN CONNECTION WITH THE NATURE MATTERS PLATFORM OR NATURE MATTERS MATERIALS; (II) THE ACCURACY, TIMELINESS, TRUTHFULNESS, COMPLETENESS, OR RELIABILITY OF ANY USER CONTENT OBTAINED THROUGH THE NATURE MATTERS MATERIALS OR THE NATURE MATTERS PLATFORM; (III) THE TIMELINESS, DELETION OR REMOVAL, INCORRECT DELIVERY OR FAILURE TO STORE ANY CONTENT OR PERSONALIZATION SETTINGS; (IV) THE CONDUCT OF ANY ENROLEE OR BIRTHDAY PARTY GUEST; OR (V) THE CONDUCT, WHETHER ONLINE OR OFFLINE, OF ANY USER. NATURE MATTERS HAS NO RESPONSIBILITY OR LIABILITY FOR ANY TRANSPORTATION SERVICES VOLUNTARILY PROVIDED TO ANY USER OR THEIR CHILDREN BY ANY COACH OR OTHER USER ARISING OUT OF THE NATURE MATTERS PLATFORM.

(3) NO ADVICE OR INFORMATION, WHETHER ORAL OR WRITTEN, OBTAINED FROM NATURE MATTERS OR THROUGH THE NATURE MATTERS MATERIALS OR THE NATURE MATTERS PLATFORM WILL CREATE ANY WARRANTY NOT EXPRESSLY MADE HEREIN.

(4) No Liability for Conduct of Third Parties. YOU ACKNOWLEDGE AND AGREE THAT NATURE MATTERS PARTIES ARE NOT LIABLE, AND YOU AGREE NOT TO SEEK TO HOLD NATURE MATTERS PARTIES LIABLE, FOR THE CONDUCT OF THIRD PARTIES (INCLUDING ENROLEES AND BIRTHDAY PARTY GUESTS), AND THAT THE RISK OF INJURY FROM SUCH THIRD PARTIES RESTS ENTIRELY WITH YOU.

(5) No Liability for Conduct of Other Users. YOU ARE SOLELY RESPONSIBLE FOR ALL OF YOUR COMMUNICATIONS AND INTERACTIONS WITH OTHER USERS OF THE COMPANY PROPERTIES. YOU UNDERSTAND THAT THE COMPANY DOES NOT MAKE ANY ATTEMPT TO VERIFY THE STATEMENTS OF USERS OF THE COMPANY PROPERTIES. THE COMPANY MAKES NO REPRESENTATIONS OR WARRANTIES AS TO THE CONDUCT OF USERS OF THE COMPANY PROPERTIES. YOU AGREE TO TAKE REASONABLE PRECAUTIONS IN ALL COMMUNICATIONS AND INTERACTIONS WITH OTHER USERS OF THE COMPANY PROPERTIES.

#### **19. Limitation of Liability.**

(1) Disclaimer of Certain Damages. YOU UNDERSTAND AND AGREE THAT IN NO EVENT WILL NATURE MATTERS PARTIES BE LIABLE FOR ANY INDIRECT, INCIDENTAL, SPECIAL, EXEMPLARY, OR CONSEQUENTIAL DAMAGES ARISING OUT OF OR IN CONNECTION WITH THE NATURE MATTERS MATERIALS OR THE

NATURE MATTERS PLATFORM OR ANY CONTENT, INCLUDING, WITHOUT LIMITATION, ANY DAMAGES RESULTING FROM LOSS OF USE, DATA, OR PROFITS, WHETHER OR NOT NATURE MATTERS HAS BEEN ADVISED OF THE POSSIBILITY OF SUCH DAMAGES, OR FOR ANY DAMAGES FOR PERSONAL OR BODILY INJURY OR EMOTIONAL DISTRESS ARISING OUT OF OR IN CONNECTION WITH THE TERMS, OR FROM ANY COMMUNICATIONS, INTERACTIONS OR MEETINGS WITH OTHER USERS OF THE NATURE MATTERS MATERIALS OR THE NATURE MATTERS PLATFORM OR ANY CONTENT, ON ANY THEORY OF LIABILITY, RESULTING FROM: (1) THE USE OR INABILITY TO USE THE NATURE MATTERS MATERIALS OR THE NATURE MATTERS PLATFORM OR ANY CONTENT; (2) THE COST OF PROCUREMENT OF SUBSTITUTE GOODS OR SERVICES RESULTING FROM ANY GOODS, DATA, INFORMATION OR SERVICES PURCHASED OR OBTAINED THROUGH THE NATURE MATTERS MATERIALS OR THE NATURE MATTERS PLATFORM OR ANY CONTENT; (3) UNAUTHORIZED ACCESS TO OR ALTERATION OF YOUR TRANSMISSIONS OR DATA; (4) STATEMENTS OR CONDUCT OF ANY USER OR THIRD-PARTY; OR (5) ANY OTHER MATTER RELATED TO THE NATURE MATTERS MATERIALS OR THE NATURE MATTERS PLATFORM OR ANY CONTENT, WHETHER BASED ON WARRANTY, COPYRIGHT, CONTRACT, TORT (INCLUDING NEGLIGENCE), PRODUCT LIABILITY OR ANY OTHER LEGAL THEORY.

(2) Cap on Liability. UNDER NO CIRCUMSTANCES WILL NATURE MATTERS PARTIES BE LIABLE TO YOU FOR MORE THAN THE AMOUNT RECEIVED BY NATURE MATTERS AS A RESULT OF YOUR USE OF THE NATURE MATTERS MATERIALS OR THE NATURE MATTERS PLATFORM OR ANY CONTENT. IF YOU HAVE NOT PAID NATURE MATTERS ANY AMOUNTS, NATURE MATTERS'S SOLE AND EXCLUSIVE LIABILITY WILL BE LIMITED FIFTY DOLLARS (\$50).

(3) Basis of the Bargain. THE LIMITATIONS OF DAMAGES SET FORTH ABOVE ARE FUNDAMENTAL ELEMENTS OF THE BASIS OF THE BARGAIN BETWEEN NATURE MATTERS AND YOU.

**20. Procedure for Making Claims of Copyright Infringement.** It is Nature Matters' policy to terminate the Account and associated privileges of any User who repeatedly infringes copyright upon prompt notification to Nature Matters by the copyright owner or the copyright owner's legal agent. Without limiting the foregoing, if you believe that your work has been copied and posted in Nature Matters Materials or on the Nature Matters Platform in a way that constitutes copyright infringement, please provide our Copyright Agent with the following information: (1) an electronic or physical signature of the person authorized to act on behalf of the owner of the copyright interest; (2) a description of the copyrighted work that you claim has been infringed; (3) a description of the location on Nature Matters Materials or the Nature Matters Platform of the material that you claim is infringing; (4) your address, telephone number and e-mail address; (5) a written statement by you that you have a good faith belief that the disputed use is not authorized by the copyright owner, its agent or the law; (6) a statement by you, made under penalty of perjury, that the above information in your notice is accurate and that you are the copyright owner or authorized to act on the copyright owner's behalf. Contact information for Nature Matters's Copyright Agent for notice of claims of copyright infringement is as follows:

Nature Matters, Inc., Attn: Brian Fitzgerald, 20 Hampton Ave., Suite 150, Northampton, MA, 01060.

## **21. Term and Termination.**

(1) Term. The Terms commence on the date when you accept them (as described in the preamble above) and remain in full force and effect while you use Nature Matters Materials, unless terminated earlier in accordance with the Terms. Notwithstanding the foregoing, if you used Nature Matters Materials or the Nature Matters Platform prior to the date you accepted the Terms, you hereby acknowledge and agree that the Terms commenced on the date you first used Nature Matters Materials or the Nature Matters Platform (whichever is earlier) and will remain in full force and effect while you use Nature Matters Materials or the Nature Matters Platform, unless earlier terminated in accordance with the Terms.

(2) Termination of Services by Nature Matters. If you have materially breached any provision of the Terms, if Nature Matters is required to do so by law (e.g., where the provision of the Website or the Services or Nature Matters Materials is, or becomes, unlawful), or if Nature Matters decides, in its sole discretion, to discontinue the Services or all or part of the Nature Matters Materials or Nature Matters Platform, Nature Matters has the right to, immediately and without notice, suspend or terminate any Services provided to you.

(3) Nature Matters Rights. If Nature Matters becomes aware of any possible violations by you of the Terms, Nature Matters reserves the right to investigate such violations. In the event that Nature Matters determines, in its sole discretion, that you have breached any portion of the Terms, or have otherwise demonstrated conduct inappropriate for Nature Matters Materials or Nature Matters Platform, Nature Matters reserves the right to (i) warn you via e-mail (to any e-mail address you have provided to Nature Matters) that you have violated the Terms; (ii) delete any of Your Content provided by you or your agent(s) to Nature Matters Materials or Nature Matters Platform; (iii) discontinue your registration(s) with any of Nature Matters Materials or Nature Matters Platform, including the Services, School Programs, Clubs, and Events; (iv) notify and/or send Content to and/or fully cooperate with the proper law enforcement authorities for further action; and/or (v) pursue any other action which Nature Matters deems to be appropriate. If, as a result of the investigation, Nature Matters believes that criminal activity has occurred, Nature Matters reserves the right to refer the matter to, and to cooperate with, any and all applicable legal authorities. Nature Matters is entitled, except to the extent prohibited by applicable law, to disclose any information or materials on or in Nature Matters Materials or Nature Matters Platform, including Your Content, in Nature Matters's possession in connection with your use of Nature Matters Materials or Nature Matters Platform, to (i) comply with applicable laws, legal process or governmental request; (ii) enforce the Terms; (iii) respond to any claims that Your Content violates the rights of third parties; (iv) respond to your requests for customer service; or (v) protect the rights, property or personal safety of Nature Matters, its Users or the public, and all enforcement or other government officials, as Nature Matters in its sole discretion believes to be necessary or appropriate.

(4) If your Account is terminated by Nature Matters due to your violation of any portion of the Terms or for conduct otherwise inappropriate for the community, then you agree that you will

not attempt to re-register with or access Nature Matters Materials or Nature Matters Platform through use of a different member name or otherwise. In the event that you violate the immediately preceding sentence, Nature Matters reserves the right, in its sole discretion, to immediately take any or all of the actions set forth herein without any notice or warning to you.

(5) You agree that all terminations for cause will be made in Nature Matters' sole discretion and that Nature Matters will not be liable to you or any third-party for any termination of your Account.

(6) Termination of Services by You. If you want to terminate the Services provided by Nature Matters, you may do so by (a) notifying Nature Matters at any time and (b) closing your Account for all of the Services that you use. Your notice should be sent, in writing, to Nature Matters' address set forth above.

(7) Effect of Termination. Termination of any Service may include removal of access to such Service and barring of further use of the Service. Termination of all Services also includes deletion of your password and all related information, files and Content associated with or inside your Account (or any part thereof), including Your Content. Upon termination of any Service, your right to use such Service will automatically terminate immediately. You understand that any termination of Services may involve deletion of Your Content associated therewith from our live databases. Nature Matters will not have any liability whatsoever to you for any suspension or termination, including for deletion of Your Content. All provisions of the Terms which by their nature should survive, will survive termination of Services, including without limitation, ownership provisions, warranty disclaimers, and limitation of liability.

**22. Modifications to these Terms.** When changes are made, Nature Matters will make a new copy of the Terms available at the Website. We will also update the "Last Updated" date at the top of the Terms. If we make any material changes, and you have registered with us to create an Account to use the Services, we will also send an e-mail to you at the last e-mail address you provided to us pursuant to the Terms. Any changes to the Terms will be effective immediately for new Users of the Website and/or Services and will be effective thirty (30) days after posting of notice of such changes on the Website for existing Users, provided that any material changes will be effective for Users who have an Account with us upon the earlier of thirty (30) days after posting of notice of such changes on the Website or thirty (30) days after dispatch of an e-mail notice of such changes to Registered Users. Nature Matters may require you to provide consent to the updated Terms in a specified manner before further use of the Website and/or the Services is permitted. If you do not agree to any change(s) after receiving a notice of such change(s), you will stop using the Website and/or the Services. Otherwise, your continued use of the Website and/or Services constitutes your acceptance of such change(s). PLEASE REGULARLY CHECK THE WEBSITE TO VIEW THE THEN-CURRENT TERMS.

**23. International Users.** The Website can be accessed from countries around the world and may contain references to Nature Matters Materials, Content and the Nature Matters Platform that are not available in your country. These references do not imply that Nature Matters intends to announce availability of such Nature Matters Materials or Nature Matters Platform or Content in your country. Nature Matters Materials and the Nature Matters Platform are controlled and

offered by Nature Matters from its facilities in the United States of America. Nature Matters makes no representations that Nature Matters Materials or the Nature Matters Platform are appropriate or available for use in other locations. Those who access or use Nature Matters Materials or the Nature Matters Platform from other jurisdictions do so at their own volition and are responsible for compliance with local law.

## **24 General Provisions.**

(1) **Electronic Communications.** The communications between you and Nature Matters use electronic means, whether you visit Nature Matters Materials or the Nature Matters Platform or send Nature Matters e-mails, or whether Nature Matters posts notices on the Nature Matters Platform or in the Nature Matters Materials or communicates with you via e-mail. For contractual purposes, you (1) consent to receive communications from Nature Matters in an electronic form; and (2) agree that all terms and conditions, agreements, notices, disclosures, and other communications that Nature Matters provides to you electronically satisfy any legal requirement that such communications would satisfy if it were to be in writing. The foregoing does not affect your statutory rights.

(2) **Release.** You agree to bear all risk and hereby release the Nature Matters Parties and their successors from claims, demands, any and all losses, damages, rights, and actions of any kind, including personal injuries, death, and property damage or loss, that is either directly or indirectly related to or arises from any Clubs, Events, Activities, or interactions with or conduct of other Users or other third-parties. You agree that the safety and wellbeing of you and/or your Children and the loss, theft, or destruction of you and/or your Children's belongings are your sole responsibility. You agree that you understand that there may be inherent dangers in the Activities, Clubs, and Events provided through the Nature Matters Materials or the Nature Matters Platform. **YOU HEREBY ACKNOWLEDGE THAT YOU AND/OR FOR PARENTS, YOUR CHILDREN, MAY BE SUBJECT TO CERTAIN RISKS BY PARTICIPATING IN ACTIVITIES, EVENTS, OR CLUBS AND YOU AGREE (ON BEHALF OF YOURSELF AS WELL AS ON BEHALF OF YOUR CHILDREN, IF APPLICABLE) TO ASSUME ALL SUCH RISKS AND LIABILITIES ARISING THEREFROM.** Nature Matters reserves the right, but has no obligation, to intercede in any disputes between Users. If you are a California resident, you hereby waive California Civil Code Section 1542, which states, "A general release does not extend to claims which the creditor does not know or suspect to exist in his favor at the time of executing the release, which, if known by him must have materially affected his settlement with the debtor."

(3) **Assignment.** The Terms, and your rights and obligations hereunder, may not be assigned, subcontracted, delegated, or otherwise transferred by you without Nature Matters's prior written consent, and any attempted assignment, subcontract, delegation, or transfer in violation of the foregoing will be null and void.

(4) **Force Majeure.** Nature Matters will not be liable for any delay or failure to perform resulting from causes outside its reasonable control, including, but not limited to, acts of God, war, terrorism, riots, embargos, acts of civil or military authorities, fire, floods, accidents, strikes or shortages of transportation facilities, fuel, energy, labor or materials.

(5) Limitations Period. YOU AND NATURE MATTERS AGREE THAT ANY CAUSE OF ACTION ARISING OUT OF OR RELATED TO THE TERMS, NATURE MATTERS MATERIALS THE NATURE MATTERS PLATFORM OR THE CONTENT MUST COMMENCE WITHIN ONE (1) YEAR AFTER THE CAUSE OF ACTION ACCRUES. OTHERWISE, SUCH CAUSE OF ACTION IS PERMANENTLY BARRED.

(6) Arbitration Agreements.

1. *Applicability of Arbitration Agreement.* All claims and disputes (excluding claims for injunctive or other equitable relief as set forth below) in connection with the Terms or the use of any product or service provided by Nature Matters that cannot be resolved informally or in small claims court will be resolved by binding arbitration on an individual basis under the terms of any arbitration agreement entered into by the Parties (“Arbitration Agreement”). Unless otherwise agreed to, all arbitration proceedings will be held in English. The Arbitration Agreement applies to you and Nature Matters, and to any subsidiaries, affiliates, agents, employees, predecessors in interest, successors, and assigns, as well as all authorized or unauthorized users or beneficiaries of services or goods provided under the Terms.

2. *Notice Requirement and Informal Dispute Resolution.* Before either party may seek arbitration, the party must first send to the other party a written Notice of Dispute (“Notice”) describing the nature and basis of the claim or dispute, and the requested relief. A Notice to Nature Matters should be sent to: Nature Matters with Dr. Jenny, LLC 499 NM-333 #1032, Tijeras, NM 87059 AND emailed to hello@jennylloydstrovas.com. After the Notice is received, you and Nature Matters may attempt to resolve the claim or dispute informally. If you and Nature Matters do not resolve the claim or dispute within sixty (60) days after the Notice is received, either party may begin an arbitration proceeding. The amount of any settlement offer made by any party may not be disclosed to the arbitrator until after the arbitrator has determined the amount of the award, if any, to which either party is entitled.

3. *Arbitration Rules.* Arbitration will be initiated through the American Arbitration Association (“AAA”), an established alternative dispute resolution provider (“ADR Provider”) that offers arbitration as set forth in this section. If AAA is not available to arbitrate, the parties will agree to select an alternative ADR Provider. The rules of the ADR Provider will govern all aspects of the arbitration, including but not limited to the method of initiating and/or demanding arbitration, except to the extent such rules are in conflict with the Terms. The AAA Consumer Arbitration Rules governing the arbitration are available online at [www.adr.org](http://www.adr.org) or by calling the AAA at 1-800-778-7879. The arbitration will be conducted by a single, neutral arbitrator. Any claims or disputes where the total amount of the award sought is less than Ten Thousand U.S. Dollars (US \$10,000.00) may be resolved through binding non-appearance-based arbitration, at the option of the party seeking relief. For claims or disputes where the total amount of the award sought is Ten Thousand U.S. Dollars (US \$10,000.00) or more, the right to a hearing will be determined by the Arbitration Rules. Any hearing will be held in a location within 100 miles of Albuquerque, NM. Any judgment on the award rendered by the arbitrator may be entered in any court of competent jurisdiction. If the arbitrator grants you an award that is greater than the last settlement offer that Nature Matters made to you prior to the initiation of arbitration, Nature Matters will pay you the greater of the award or \$2,500. Each party will bear its own costs (including attorney’s fees) and

disbursements arising out of the arbitration and will pay an equal share of the fees and costs of the ADR Provider.

4. *Additional Rules for Non-Appearance Based Arbitration.* If non-appearance based arbitration is elected, the arbitration will be conducted by telephone, online and/or based solely on written submissions; the specific manner will be chosen by the party initiating the arbitration. The arbitration will not involve any personal appearance by the parties or witnesses unless otherwise agreed by the parties.

5. *Time Limits.* If you or Nature Matters pursue arbitration, the arbitration action must be initiated and/or demanded within the statute of limitations (i.e., the legal deadline for filing a claim) and within any deadline imposed under the AAA Rules for the pertinent claim.

6. *Authority of Arbitrator.* If arbitration is initiated, the arbitrator will decide the rights and liabilities, if any, of you and Nature Matters, and the dispute will not be consolidated with any other matters or joined with any other cases or parties. The arbitrator will have the authority to grant motions dispositive of all or part of any claim. The arbitrator will have the authority to award monetary damages, and to grant any non-monetary remedy or relief available to an individual under applicable law, the AAA Rules, and the Terms. The arbitrator will issue a written award and statement of decision describing the essential findings and conclusions on which the award is based, including the calculation of any damages awarded. The arbitrator has the same authority to award relief on an individual basis that a judge in a court of law would have. The award of the arbitrator is final and binding upon you and Nature Matters.

7. *Waiver of Jury Trial.* THE PARTIES HEREBY WAIVE THEIR CONSTITUTIONAL AND STATUTORY RIGHTS TO GO TO COURT AND HAVE A TRIAL IN FRONT OF A JUDGE OR A JURY, instead electing that all claims and disputes will be resolved by arbitration under this Arbitration Agreement. Arbitration procedures are typically more limited, more efficient and less costly than rules applicable in a court and are subject to very limited review by a court. In the event any litigation should arise between you and Nature Matters in any state or federal court in a suit to vacate or enforce an arbitration award or otherwise, YOU AND NATURE MATTERS WAIVE ALL RIGHTS TO A JURY TRIAL, instead electing that the dispute be resolved by a judge.

8. *Waiver of Club or Consolidated Actions.* ALL CLAIMS AND DISPUTES WITHIN THE SCOPE OF THIS ARBITRATION AGREEMENT MUST BE ARBITRATED OR LITIGATED ON AN INDIVIDUAL BASIS AND NOT ON A CLUB BASIS, AND CLAIMS OF MORE THAN ONE CUSTOMER OR USER CANNOT BE ARBITRATED OR LITIGATED JOINLY OR CONSOLIDATED WITH THOSE OF ANY OTHER CUSTOMER OR USER.

9. *Emergency Equitable Relief.* Notwithstanding the foregoing, either party may seek emergency equitable relief before a state or federal court in order to maintain the status quo pending arbitration. A request for interim measures will not be deemed a waiver of any other rights or obligations under the Arbitration Agreement.

(7) Courts. In any circumstances where the foregoing Arbitration Agreement permits the parties to litigate in court, the parties hereby agree to submit to the personal jurisdiction of the courts located within Hampshire County, Massachusetts, for such purpose.

(8) Governing Law. The Terms and any action related thereto will be governed and interpreted by and under the laws of the State of Massachusetts, without giving effect to any principles that provide for the application of the law of another jurisdiction. The United Nations Convention on Contracts for the International Sale of Goods does not apply to this Agreement.

(9) Notice. Where Nature Matters requires that you provide an e-mail address, you are responsible for providing Nature Matters with your most current e-mail address. In the event that the last e-mail address you provided to Nature Matters is not valid, or for any reason is not capable of delivering to you any notices required/ permitted by the Terms, Nature Matters's dispatch of the e-mail containing such notice will nonetheless constitute effective notice. You may give notice to Nature Matters at the following address: Nature Matters, Inc., Attn: Brian Fitzgerald, 20 Hampton Ave., Suite 150, Northampton, MA, 01060. Such notice will be deemed given when received by Nature Matters by letter delivered by nationally recognized overnight delivery service or first-Club postage prepaid mail at the above address.

(10) Waiver. Any waiver or failure to enforce any provision of the Terms on one occasion will not be deemed a waiver of any other provision or of such provision on any other occasion.

(11) Severability. If any provision of the Terms is, for any reason, held to be invalid or unenforceable, the other provisions of the Terms will remain enforceable, and the invalid or unenforceable provision will be deemed modified so that it is valid and enforceable to the maximum extent permitted by law.

(12) Export Control. You may not use, export, import, or transfer Nature Matters Materials except as authorized by U.S. law, the laws of the jurisdiction in which you obtained Nature Matters Materials or the Nature Matters Platform, and any other applicable laws. In particular, but without limitation, Nature Matters Materials or the Nature Matters Platform may not be exported or re-exported (a) into any United States embargoed countries; or (b) to anyone on the U.S. Treasury Department's list of Specially Designated Nationals or the U.S. Department of Commerce's Denied Person's List or Entity List. By using Nature Matters Materials or the Nature Matters Platform, you represent and warrant that (i) you are not located in a country that is subject to a U.S. Government embargo, or that has been designated by the U.S. Government as a "terrorist supporting" country and (ii) you are not listed on any U.S. Government list of prohibited or restricted parties. You also will not use Nature Matters Materials or the Nature Matters Platform for any purpose prohibited by U.S. law, including the development, design, manufacture or production of missiles, nuclear, chemical or biological weapons. You acknowledge and agree that products, services or technology provided by Nature Matters are subject to the export control laws and regulations of the United States. You will comply with these laws and regulations and will not, without prior U.S. government authorization, export, re-export, or transfer Nature Matters products, services or technology, either directly or indirectly, to any country in violation of such laws and regulations.

(13) Questions, Complaints, and Claims. If you have any questions, complaints, or claims or you believe that Nature Matters has not adhered to the Terms, please contact Nature Matters by mailing us at Nature Matters with Dr. Jenny, LLC, Attn: Jenny Lloyd-Strovas, 499 NM-333 #1032, Tijeras, NM 87059 and emailing us at [hello@jennylloydstrovas.com](mailto:hello@jennylloydstrovas.com). We will do our best to address your concerns. If you feel that your complaint has been addressed incompletely, we invite you to let us know for further investigation.

(14) Consumer Complaints. You may report complaints to [hello@jennylloydstrovas.com](mailto:hello@jennylloydstrovas.com)

(15) Construction. The term “including” as used in the Terms means “including but not limited to.”

(16) Entire Agreement. The Terms are the final, complete and exclusive agreement of the parties with respect to the subject matter hereof and supersedes and merges all prior discussions between the parties with respect to such subject matter.

### **End of Terms**

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