

BEYOND MEASURE

Website Terms of Use

Introduction

This website, located at www.beyondmeasuresfbay.com and any mobile application or platform connected or associated with this website, and any information stored therein as well as any products and services offered through any of the foregoing (collectively, "**Website**"), are owned and operated by Beyond Measure, a California Professional Medical Corporation (the "**Company**," "**we**," "**us**," or "**our**"). The Website provides information, education, and other services and products to a user of the Website ("**you**" or "**Customer**"). If you are not of legal age to form a binding contract (in many places, this is 18 years old), then you must get your parent or guardian to read these terms, before you use our Website or provide any information to us; in such case, "**you**" or "**Customer**" includes (i) the parent or legal guardian who provides consent to the use of the Website by such minor or uses our service and products on behalf of such minor, and (ii) the minor for whom consent is being provided or on whose behalf the services or products are being utilized. Certain features of the Website may be subject to additional guidelines, terms, or rules, which will be posted on the Website in connection with such features. All such additional terms, guidelines, and rules are incorporated by reference into these Terms of Use.

Relationship of the Parties

The Beyond Measure brand is represented by two separate companies. The first is Beyond Measure Psychology & Nutrition Services, Inc., which is a California professional psychology corporation. The second is Beyond Measure Wellness Collaborative, LLC, which acts as a management services organization for Beyond Measure Psychology & Nutrition Services, Inc. The management company is not a professional psychology corporation, mental health practice, or other type of medical or mental health provider. All professional services are given by Beyond Measure Psychology & Nutrition Services, Inc., and all management and some other non-licensed services are performed by Beyond Measure Wellness Collaborative, LLC.

Acceptance

This Terms of Use document ("**Terms of Use**" or "**Agreement**") is a legal agreement between you and the Company. It states the terms and conditions under which you may access and use the Website and all written and other information and materials displayed, linked to, or otherwise made available through the Website, including, without limitation, text, pictures, graphics, logos, illustrations, audio clips, video clips, computer software and code, as well as information electronically submitted to us via the Website (collectively, the "**Website Content**"). Your access to and continued use of the Website constitutes your agreement to be bound by these Terms of Use. If you do not accept these terms and conditions, or if you are under the age of thirteen (13), you must not access or use the Website.

When you visit this Website and/or send phone messages, text messages, and/or emails to us, you are communicating with us electronically. As such, you consent to receive communications from us

electronically. The Company will communicate with you by telephone, text, email or by posting notices on this Website. You agree that all agreements, notices, disclosures and other communications that we provide to you electronically (including by posting on our Website) satisfy any legal requirement that such communications be in writing. You further agree that any notices provided by us electronically are deemed to be given and received on the date we transmit any such electronic communication as described in these Terms of Use.

The Company may revise or update the Terms of Use at any time without advance notice by posting here and by sending you an email notification to the last email address you provided to us (if any). In the event that the last e-mail address that you have provided us is not valid, or for any reason is not capable of delivering to you the notice described above, our sending the e-mail containing such notice will nonetheless constitute effective notice of the changes described in the notice. In any event, use of the Website after such changes are posted will signify your acceptance of these revised terms. You should visit this page periodically to review this Terms of Use. If you do not agree to be bound by all of these terms and conditions, do not use this Website or any service provided by the Company.

Eligibility

You represent and warrant that you are at least eighteen (18) years of age and that you possess the legal right and ability to enter into agreements including this Terms of Use. You are solely responsible for knowing and understanding your local laws concerning standards of content legality. In addition, to use the Website Content, you agree to comply with this Terms of Use and our Privacy Policy. The Company may, in its sole discretion, refuse to accept your registration due to noncompliance with any eligibility requirement.

Customer Privacy

The Company understands the importance of maintaining the privacy of your Personal Information. Please review the Company's Privacy Policy carefully. This describes how the Personal Information about you may be used and disclosed.

Code of Conduct

You agree not to use the Website Content or any service the Company provides in an unlawful way or for an unlawful or illegitimate purpose or in any manner that contravenes our policies, guidelines, rules or the terms and conditions of this Agreement. This includes but is not limited to the following. You will not post or transmit a message or information under a false identity for the purpose of misleading others or impersonating any entity, including, without limitation, any Company representative; engage in unauthorized use of a credit card; post or transmit information that is unlawful, libelous, defamatory, obscene, fraudulent, predatory of minors, harassing, threatening or abusive to any person; post or transmit information that infringes or violates any of the intellectual property rights of others or the privacy or proprietary rights of others; attempt to disrupt the operation of our business through use of methods, including, but not limited to: viruses, Trojan horses, worms, time bombs, denial of service attacks, flooding, spamming or any other similar programs that may damage the operation of another's computing device or property; upload or transmit any unsolicited advertising, promotional materials, junk mail, spam, or any other form of solicitation, commercial or otherwise; use any of our tools and

services in any manner that could damage, disable or impair our services or networks; attempt to gain unauthorized access to any user or Customer Accounts, or computer systems or networks, through hacking, password mining or any other means; use any robot, scraper or other automated or manual means to access any aspect of our website or equipment for any purpose; harvest or otherwise collect information about others, including names, addresses, or e-mail addresses; modify, reverse engineer, decompile, disassemble, or attempt to derive the source code of the Website, or assist any other person or entity in doing so.

Customer Account

You are not obligated to register with us in order to access and use the Website. However, if certain services of the Website are available only to users who have registered with us or certain other persons affiliated with us (“Customer Accounts”), you represent and warrant that all required registration information you submit regarding your Customer Account is truthful and accurate, and that you will maintain the accuracy of such information (including email). You may delete your Customer Account at any time, for any reason, by following the instructions on the Website. Company may suspend or terminate your Customer Account in accordance with these Terms of Use.

You are responsible for maintaining the confidentiality of your Customer Account login information and are fully responsible for all activities that occur under your Account. You agree to immediately notify Company of any unauthorized use, or suspected unauthorized use of your Customer Account or any other breach of security. Company is not liable for any loss or damage arising from your failure to comply with the above requirements regarding your Customer Account.

Termination

Right to Termination: The Company reserves the right to take whatever lawful actions it may deem appropriate in response to actual or suspected violations of the Code of Conduct or this Agreement, including, without limitation, the suspension or termination of the Customer's access and/or Customer Account, which may involve deletion of any content you have uploaded in connection with your Customer Account. The Company will not have any liability whatsoever to you for any termination of your rights under these Terms of Use, including for termination of your Customer Account or deletion of any content you uploaded to the Website.

The Company may cooperate with legal authorities and/or third parties in the investigation of any suspected or alleged crime or civil wrong. Except as may be expressly limited by the Privacy Policy, the Company reserves the right at all times to disclose any information as the Company deems necessary to satisfy any applicable law, regulation, legal process or governmental request, or to edit, refuse to post or to remove any information or materials, in whole or in part, in the Company's sole discretion. Further, **the Company reserves the right at any time, without notice, for any or no reason, to refuse service or access to the Website to anyone, to modify and discontinue any portion or all of the same, and to restrict, suspend and terminate Customers' access or Customer Accounts.** You agree that Company will not be liable to you or to any third party for any modification, suspension, or discontinuation of the Website or any part or service thereof.

Right to Remedies: You agree that any violation or threatened violation of these Terms of Use constitutes an unlawful and unfair business practice that will cause us irreparable and unquantifiable harm. You also agree that monetary damages would be inadequate for such harm and consent to our obtaining any injunctive or equitable relief that we deem necessary or appropriate. These remedies are in addition to any other remedies we may have at law or in equity.

Right to Monitor: The Company neither actively monitors general use of this Website under normal circumstances nor exercises editorial control over the content of any third party's website, e-mail transmission, or other material created or accessible over or through this Website. However, the Company does reserve the right to monitor such use at any time as it deems appropriate and to remove any materials that, in the Company's sole discretion, may be illegal, may subject the Company to liability, may violate these Terms of Use, or are, in the sole discretion of the Company, inconsistent with the Company's purposes for this Website.

Disclaimer

Nature of Content: The Website Content is educational and informational in nature and is provided only as general information and is not professional, medical, or other healthcare advice, opinion, diagnosis, treatment or guarantee. The Website is not intended to create and does not constitute any professional relationship between Company (or any of its officers, directors, trustees, employees, consultants, independent contractors, bloggers, experts, agents, volunteers, affiliates, or agents) and you, and does not create any provider-patient, or any other professional relationship with any of the Company's employees, independent contractors, experts, or agents. The Website is not intended to solicit clients or patients; and should not be relied upon as medical, psychological, or other professional advice of any kind or nature whatsoever. Even if those providing information via the Website display professional licensure or other credentials in the healing arts, or cite clinical trials or other medical literature, they are limited to providing information and education, and are not providing any clinical service via the Website. The information provided through the Website should not be used for diagnosing or treating a medical or mental condition. The information contained in these communications is not comprehensive and does not include all the potential information regarding the subject matter, but rather, is merely intended to serve as one resource for general and educational purposes.

The Website Is Not a Professional Healthcare Provider: Any and all content stated or posted on the Website or available through any service or product is not intended to be, and must not be taken to be, the practice of medicine, pharmacy, or any other healthcare field. The information provided on this Website is not a substitute for professional diagnosis, advice, or treatment, or other professional healthcare. If you have or suspect you may have a medical or mental health problem, you should consult your medical doctor or other healthcare professional. **If you think you have a medical emergency, call 911 immediately.** Never disregard or delay medical advice received from your licensed healthcare provider based on information on the Website. Always consult your physician or healthcare professional before seeking any new treatment, or before you alter, suspend, or initiate any change in healthcare treatment, care plan, routine, or procedure.

Testimonials and Endorsements: Consumers generally may not be expected to achieve the same or similar results as others who have used our services and who have subsequently written or recorded

video testimonials and endorsements. We post testimonials for informational purposes only; we do not claim that anyone will experience the same or similar results as mentioned in these writings or videos. Nor do we claim that a significant number of consumers may obtain similar results. Results experienced by any one individual who has written a testimonial or endorsement, is not necessarily what any given consumer should expect to experience. Any information that could be regarded as a testimonial or endorsement on the Website does not constitute a guarantee, warranty, or prediction by us regarding the outcome of any past, ongoing, or future conversation or interaction with you.

No Guarantee or Warranty: We expressly disclaim and all liability concerning any treatment or action by any person following the information offered or provided within or through the Website or through us or through anyone using the Website or trained by us. We are not liable for any unfair business practices by third parties.

We have used reasonable efforts in collecting, preparing, and providing quality information and material but make no guarantee about the accuracy, completely, or adequacy of the Website Content. **The Website is provided on an “as is” and “as available” basis.** We do not provide any express warranties or representations. To the fullest extent permissible under applicable law, **we disclaim any and all implied warranties and representations of any kind, whether express or implied, or statutory,** including, without limitation, any warranties of merchantability, fitness for a particular purpose, title, quiet enjoyment, accuracy, and non-infringement. If you are dissatisfied or harmed by anything relating to the Website, you may leave the Website and this will be your sole and exclusive remedy. We (and our suppliers) make no warranty that the Website will meet your requirements, will be available on an uninterrupted, timely, secure, or error-free basis, or will be accurate, reliable, free of viruses or other harmful code, complete, legal, or safe. If applicable law requires any warranties regarding the Website, we limit all such warranties to thirty (30) days from the date of first use. Some jurisdictions do not allow exclusion of implied warranties or limitations on their duration so the foregoing sentence may not apply to use.

We do not guarantee that any person’s use of the Website is the appropriate course of treatment for any individual’s particular health care problem. Communications on or through the Website do not create client-professional relationships and are not the subject of any associated privileges or confidentiality protections.

No Legal Claims, Warranties or Advice: The Website neither offers nor constitutes legal advice or counsel. The Company makes no claims, guarantees, or warranties with respect to rights or obligations any individual may have with respect to federal or state or other laws or regulations. We do not provide any legal representation or certification that any given individual has any given right or obligation under relevant laws. We cannot guarantee that private individuals or governmental entities will agree with any position that any user of this Website may take. There is no guarantee that any third party will accord the user any right or courtesy. Please also see Limitation of Liability, below.

Limitation of Liability

We are **not liable to you or any third party for any damages (including, without limitation, direct, indirect, incidental, special, consequential, exemplary, incidental, special, or punitive damages, personal injury/wrongful death, lost profits, good will, use data or other intangible losses (whether**

or not we have been advised of the possibility of such damages)) or damages arising from or relating to these Terms of Use or use or inability to use the Website (including damages resulting from lost data or business interruption), even if we have been advised of the possibility of such damages, whether resulting from: (i) the use of or inability to use the Website, whether based on warranty, contract, tort, or any other legal theory, (ii) any delay, failure, interruption or corruption of our web site or any data or information transmitted in connection with the use of this Website, (iii) personal injury or death caused by your use or misuse of the Website, (iv) the cost of procurement of substitute goods and services resulting from your use of any goods, data, information or services purchased or obtained or messages received or transactions entered into, through or from our Website, (v) unauthorized access to or alteration of your transmissions or data, (vi) statements or conduct of any third party on our web site, (vii) any lost profits of Customers for spending any time on the Website or any articles or comments posted on the Website or, (viii) any other matter relating to the Website. You acknowledge that this paragraph shall apply to all content, merchandise and services (if applicable) available through the Website. Your access to, and use of, the Website is at your own risk and you are solely responsible for any damage to your computer, device, system, or data. Because some states do not allow the exclusion or limitation of liability for consequential or incidental damages, in such states, liability is limited to the fullest extent permitted by law.

Notwithstanding the above, our sole liability for any reason to you, and your sole and exclusive remedy for any cause or claim whatsoever, shall be limited to the amount paid by you for any product or service purchased by you from us through the Website or through any other website or source; provided, that any claims arising out of or in connection with your use of the Website must be brought within one (1) year since the event giving rise to such action occurred. You understand and agree that your use of the Website is predicated upon your waiver of any right to participate in a class action suit for any losses or damages resulting from your use of the Website.

Assumption of Risks; Indemnification

You understand, acknowledge, and freely assume all risks, including physical and mental health risks (whether or not foreseeable to us or you), relating to your access to and activities with respect to the Website and Website Content, or relating to any activity, information, or service, provided by us or any of our agents or employees or agents. You assume personal responsibility for any injury or harm of any kind (including, but not limited to, psychological or emotional injuries), illness, damage, loss, claim, liability or expense, of any kind or nature, that your person or property may suffer arising out of or in connection with the Website or Website Content or use therein.

By viewing the Website you agree to fully release, indemnify, and hold harmless, including costs and attorneys' fees, Company from any claim or liability whatsoever and for any damage or injury, personal, financial, emotional, psychological or otherwise, arising at any time out of or in relation to: (a) your use of or reliance on the information presented on the Website; (b) your violation of these Terms of Use or of applicable laws or regulations; or (c) any content you uploaded to the Website. Company reserves the right, at your expense, to assume the exclusive defense and control of any matter for which you are required to indemnify us, and you agree to cooperate with our defense of these claims. You agree not to settle any matter without the prior written consent of Company. Company will use reasonable efforts to notify you of any such claim, action or proceeding upon becoming aware of it.

You recognize and confirm that in the event you incur any damages, losses or injuries that arise out of Company's acts or omissions, the damages, if any, caused to you are not irreparable or sufficient to entitle you to an injunction preventing any exploitation of any website, property, product, program, other owned or controlled by Company, and you will have no rights to enjoin or restrain the development, production, distribution, advertising, exhibition or exploitation of any Company website, property, product, program, other content or any and all activities or actions related thereto. By accessing this Website, you understand that you may be waiving rights with respect to claims that are at this time unknown or unsuspected.

In accordance with such waiver, **if you are a California resident, you acknowledge that you have read and understand, and hereby expressly waive, the benefits of section 1542 of the civil code of California, and any similar law of any state or territory, which provides as follows: "A general release does not extend to claims that the creditor or releasing party 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."**

Account Hold

If Company believes, in its sole discretion, that any funds were earned under suspicious circumstances or that funds were derived from a suspect account, Company will continue to investigate the situation until an adequate resolution has been reached, as determined by us, and which may require the involvement of certain third parties, including any applicable credit card company. Company will make commercially reasonable efforts not to exceed a ninety-day (90) hold on your account as we and/or a third-party investigate.

Intellectual Property

Copyright: Except as otherwise expressly stated, all Website Content is the copyrighted work of the Company or its third-party content suppliers and is protected by U.S. and international copyright laws. The compilation (meaning the collection, arrangement and assembly) of all Website Content is also the exclusive property of the Company and is protected by U.S. and international copyright laws.

You may download information from this Website and print out a hard copy for your personal use provided that you keep intact and do not remove or alter any copyright or other notice (e.g., trademark, patent, etc.) contained in the information. Except as otherwise expressly stated herein, you may not modify, copy, distribute, display, reproduce, sell, license, or create derivative works from any information or Website Content, in whole or in part, including any text, images, audio, and video in any manner, without the prior written authorization of the Company or any applicable third-party suppliers. The use of Website Content by you is prohibited unless specifically permitted by the Company. Any unauthorized use of text or images may violate copyright laws, trademark laws, the laws of privacy and publicity, and applicable regulations and statutes. You may not link to the Website from a site that is unlawful, abusive, indecent or obscene, that promotes violence or illegal acts, that contains expressions of racism, that is libelous, defamatory, scandalous, or inflammatory or is other inappropriate (in Company's sole discretion). The Company reserves the right, in its sole discretion, to terminate a link with any website that it deems inappropriate or inconsistent with this Company Website or this Terms of

Use. Any unauthorized use terminates the permission or license granted to you by the Company to use the Website.

The Company does not warrant or represent that your use of Website Content or any other materials displayed on this Website will not infringe rights of third parties. Your use of any of the Website Content beyond the scope of personal use may require a license from the owner of the rights to the data with respect to the use of portrait right, trademark, copyright, design right, right of utilization or any other rights of the persons, products or landscape portrayed in the provided Website Content. The Company is not responsible for any claims of ownership rights to any images or data against you. You will indemnify, defend and hold harmless the Company from and against any losses or claims, by an owner of data or image rights or any third party resulting from any violation of these Terms of Use.

If you believe that any Website Content on this Website violates or infringes upon your intellectual property rights pursuant to Title 17, United States Code, Section 512(c)(2), please notify us immediately at info@beyondmeasuresfbay.com with all specifics necessary for us to consider and respond to your complaint. You may be asked to provide additional information and follow additional procedures for us to act on your complaint. Specifically, you will be asked to provide the Company's copyright agent the following information required by the Online Copyright Infringement Liability Limitation Act of the Digital Millennium Copyright Act, 17 U.S.C. 512: (a) a physical or electronic signature of a person authorized to act on behalf of the owner of an exclusive right that is allegedly infringed; (b) identification of the copyright 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; (c) identification of the material that is claimed to be infringing or to be the subject of infringing activity and information reasonably sufficient to permit us to locate the material; (d) information reasonably sufficient to permit us to contact the complaining party; (e) 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 (f) 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. We have a policy of terminating the Customer Accounts of Customers who (in our reasonable discretion) are violators of infringement. Please note that, pursuant to 17 U.S.C. § 512(f), any misrepresentation of material fact (falsities) in a written notification automatically subjects the complaining party to liability for any damages, costs and attorney's fees incurred by us in connection with the written notification and allegation of copyright infringement.

Trademarks and Service Marks: Certain trademarks on the Website are the service marks and trademarks of the Company, the Practitioners, or other licensees of the Company. The domain name for this Website, all page headers, graphics, and button icons are service marks, trademarks, logos, and/or trade dress of the Company. In addition to complying with all applicable laws, you agree that you will not use any such trademarks, service marks, trade dress, or other logos from this Website without the prior written authorization of the Company.

Ownership of information submitted via this Website: While Personal Information (as defined in our Privacy Policy) which you submit will be maintained in accordance with our Privacy Policy, any information you transmit to the Company via this Website, whether by direct entry, submission, e-mail or otherwise, including text messaging (each and collectively, "Transmitted Information"), will be treated as non-confidential and non-proprietary to you and will become the sole property of the

Company. In addition, as Company property, to the extent allowed by law such information may be used by Company for any purpose, including, without limitation, reproduction, solicitations, disclosure, publication, and posting (“Outbound Communications”); however, Company will make every effort to de-identify any information relating to your health or health concerns, including, by not disclosing your name or email with regard to any such Outbound Communications. If you wish to create additional safeguards to protect your Transmitted Information, then do not disclose your name or any identifying information when you correspond with us or our agents and consultants, as the case may be, via the Website. Company shall be free to use any ideas, concepts, or techniques contained in any communication you send to the Company via this Website or by any other means (including Transmitted Information) for any purpose whatsoever, including, without limitation, developing and marketing products using such information. Because Company owns the Transmitted Information, Company has no obligation to Customer or any third party to provide a record of Transmitted Information to either party upon request. Company is not responsible for any information or content submitted by other users; you agree that any interaction between you and other users of the Website are solely between and that Company is not responsible for any loss, damage, or dispute between you.

Third-Party Content

No Statement as to Accuracy: The Company has no editorial control or responsibility over the content included in the Website provided by third-party content providers. Therefore, any opinions, statements, products, services or other information expressed or made available by third party suppliers or Customers on this Website are those of such third-party suppliers or Customers, respectively. The Company does not represent or endorse the accuracy or reliability of any opinion, statement or other information provided by any third party.

Links to Third Party Websites: This Website may contain hyperlinks to other sites owned and operated by parties other than the Company. Such hyperlinks are provided only for ready reference and ease of use. We do not control such sites and cannot be held responsible for their content or accuracy and do not endorse these sites unless we specifically so state. In the event this Website provides hyperlinks to other sites that are not owned, operated or maintained by the Company, you acknowledge and agree that the Company is not responsible for and is not liable for the content, products, or services on or available from such sites. We accept no liability for any information, products, promotions, advertisements, or services accessible through these third-party sites or for any action you may take as a result of linking to any such website. Your reliance on such information is solely at your own risk. Any such websites are likely to set forth specific terms of use and privacy policies that you should review. The Company is under no obligation to maintain any link on this Website and may remove a link at any time in its sole discretion for any reason whatsoever. The Company shall not be responsible or liable, directly or indirectly, for any damages or losses caused or alleged to be caused by or in connection with the use of or reliance on such content, products, services or other materials available on or through any such website. The Company is not responsible for the privacy practices of any other websites.

Miscellaneous Terms

CAN-SPAM ACT Compliance: We are committed to being compliant with the "Controlling the Assault of Non-Solicited Pornography and Marketing Act of 2003" ("CAN-SPAM Act"), and email newsletters and correspondence received from us are intended to fully comply with the CAN-SPAM

Act. In the event you receive an email from us that you do not believe is fully compliant with the CAN-SPAM Act, please contact us immediately at info@beyondmesasuresfbay.com. You can click to unsubscribe or opt-out of email communications from Company at any time or reply by typing "unsubscribe" in e-mails you receive from us. It is important to note that you cannot opt-out from receiving all communications from us if you wish to subscribe to our service. If you opt-out or unsubscribe from all email from the Company while remaining a registered user or Customer, you will become ineligible for receipt of and use of our services.

Export: You agree that our services are subject to U.S. export controls and agree that you will comply with the same, and represent that you are neither located in a sanctioned country nor a prohibited person. You agree not to export, re-export, or transfer, directly or indirectly, any U.S. technical data acquired from Company, or any products utilizing such data, in violation of the United States export laws or regulations.

Entire Agreement: This Terms of Use constitutes the sole Agreement between you and the Company relating to your use of the Website Content, and no representations, statements or inducements, oral or written, not contained in this Agreement shall bind either you or the Company.

Severability: We both agree that if we cannot enforce a part of these Terms of Use as written due to a conflict with state or federal law, then that part will be replaced with terms that most closely match the intent of the part we cannot enforce to the extent permitted by law. The invalidity of part of these Terms of Use will not affect the validity and enforceability of the remaining provisions.

No Assignment: You may not assign, transfer or delegate your rights or obligations within these Terms of Use in whole or in part without our prior written consent. We may freely transfer, assign or delegate all or any part of these Terms of Use, and any rights and duties hereunder or there under. These Terms of Use shall be binding upon and inure to the benefit of each of the parties, their heirs, successors and permitted assignees of the parties.

No Waiver: Failure to exercise or delay in exercising any right hereunder, or failure to insist upon or enforce strict performance of any provision of these Terms of Use, shall not be considered waiver thereof, which can only be made by signed writing. No waiver by the Company of any right under this Terms of Use Agreement will be deemed to be either a waiver of any other right or provision or a waiver of that same right or provision at any other time.

Jurisdiction: The Terms of Use are governed by and construed in accordance with the laws of the State of California, USA and controlling United States Federal Law without regard to any conflicts of law provisions.

Arbitration: Subject to the provisions of this Terms of Use, all disputes, controversies or claims arising out of or relating to this Agreement will be resolved through mandatory binding arbitration that will be conducted in Palo Alto, California as provided below. **This agreement contains an arbitration provision to resolve disputes. No class or representative court action or jury trial is permitted.** Arbitration is the referral of a dispute to one or more impartial persons for a final and binding determination, and means that **there shall not be a jury and that the rules of the proceeding will be conducted in accordance with established arbitration rules of the American Arbitration**

Association (“AAA”). In order to resolve a dispute with as minimum expense and maximum satisfaction as possible, we recommend contacting us first to resolve any dispute in as easy a fashion as possible, but you are permitted to proceed directly to arbitration, provided that before initiating arbitration, you first send notice to the Company to info@beyondmeasuresfbay.com. Any dispute must be initiated with an AAA arbitrator in Palo Alto, California, within one year of occurrence or to the maximum extent permitted by law. Any dispute that arises may only be resolved through an individual arbitration, and shall not be brought as a class action, a class arbitration, or any other proceeding where a person serves as the representative of any other person or persons. You agree that there is no right to a jury trial, and this provision will be governed both substantively and procedurally by the AAA to the maximum extent permitted by law. The selected arbitrator is without jurisdiction to conduct a class arbitration or other representative proceeding, and may not consolidate one person’s claims with another. Both parties must keep the dispute confidential, to the maximum extent permitted by law. As in the rest of this Terms of Use, if one part of this arbitration agreement is found to be invalid, the invalid provision shall be severed from the rest of this arbitration clause and agreement and the rest of this clause and agreement shall be valid.

General: The performance of Company hereunder is subject to interruption and delay due to causes beyond its reasonable control including acts of God, acts of government, war, civil disorder, fire, power failure, equipment failure, labor dispute, inability to obtain necessary supplies, and the like. If any provision of this Agreement is determined to be invalid or unenforceable under any applicable law, it shall be deemed omitted and the remaining provisions shall continue in full force and effect. This Agreement may be modified only in writing authorized by Company. Company's waiver of any right shall not constitute a waiver of that or any other right in the future.

Survival: Notwithstanding any provision in this Agreement to the contrary, the following provisions shall survive termination or expiration of the Agreement: Disclaimer; Limitation of Liability; Assumption of Risks; Indemnification; Intellectual Property; Third-Party Content; Miscellaneous Terms.

Contact Us: If you have any questions or concerns about these Terms of Use, please contact us at info@beyondmeasuresfbay.com or the mailing address provided below. We will attempt to respond to your questions or concerns promptly.

Beyond Measure
Address: 617 Veterans Blvd, Ste 101, Redwood City, CA 94063
Telephone: 650-332-9583
www.beyondmeasuresfbay.com

Effective Date: 12/01/2023
These Terms of Use were last updated and posted on 12/01/2023
© Beyond Measure - All Rights Reserved