



Terms of Service

Welcome to wellyx.com, the website and online service of Wellyx (“Wellyx,” “we,” or “us”). This page explains the terms by which you may use our online and/or mobile services, web site, and software provided on or in connection with the service (collectively the “Service”)

By accessing or using the Service, or by clicking “I Agree,” or otherwise affirming your intent to be bound by this Agreement, you signify that you have read, understood, and agree to be bound by this Terms of Use Agreement (“Agreement”) and to the collection and use of your information as set forth in the Wellyx Privacy Policy, whether or not you are a registered user of our Service. You can review the most current version of the Terms of Service at any time at: <https://wellyx.com/terms>.

Wellyx reserves the right to make unilateral modifications to these terms and will provide notice of these changes as described below. Any new features that augment or enhance the current Service, including the release of new tools and resources, shall be subject to this Agreement. This Agreement applies to all visitors, users, and others who access the Service, whether on behalf of a company or on their own individual behalf (“Users”).

PLEASE READ THIS AGREEMENT CAREFULLY TO ENSURE THAT YOU UNDERSTAND EACH PROVISION. THIS AGREEMENT CONTAINS A MANDATORY INDIVIDUAL ARBITRATION AND CLASS ACTION/JURY TRIAL WAIVER PROVISION THAT REQUIRES THE USE OF ARBITRATION ON AN INDIVIDUAL BASIS TO RESOLVE DISPUTES, RATHER THAN JURY TRIALS OR CLASS ACTIONS.

1. Eligibility

This is a contract between you and Wellyx. You must read and agree to these terms before using the Service. If you do not agree, you may not use the Service. You may use the Service only if you can form a binding contract with Wellyx, and only in compliance with this Agreement and all applicable local, state, national, and international laws, rules and regulations.

Any use or access to the Service by anyone under 13 is strictly prohibited and in violation of this Agreement. Any use of or access to the Service by anyone under 18 is only permitted with the express written permission of such individual’s legal guardian, and, if necessary, you represent and warrant that you have received such permission. The Service is not designed for use by or in connection with anyone under the age of 18, and you accept all responsibility that may arise from your use of the Service in connection with any minors. The Service is not available to any Users previously removed from the Service by Wellyx.

The Service is designed for use by employers, employees and individuals in the United States, United Kingdom & Ireland except for those other countries expressly supported for the onboarding function as reflected in the Service. Other than for expressly supported international onboarding, you are not authorized to use the other features of the Service for employees not located in the United States.

2. Wellyx Service

Subject to the terms and conditions of this Agreement, you are hereby granted a non-exclusive, limited, non-transferable, freely revocable license to use the Service solely as permitted by the features of the Service, which may vary by User. We reserve all rights not expressly granted herein in the Service and the Wellyx Content (as defined below). We may terminate this license or your access to the Service at any time for any reason or no reason.

C. Wellyx Accounts

Your Wellyx account gives you access to the services and functionality that we may establish and maintain from time to time and in our sole discretion. We may maintain different types of accounts for different types of Users. If you open a Wellyx account on behalf of a company, organization, or other entity, then (a) “you” includes you and that entity, and (b) you represent and warrant that you are an authorized representative of the entity with the authority to bind the entity to this Agreement, and that you agree to this Agreement on the entity’s behalf. By connecting to Wellyx with a third-party service, you give us permission to access and use your information from that service as permitted by that service, and to store your log-in credentials for that service.

You acknowledge and agree that if you are opening a Wellyx account or otherwise using the Service as or on behalf of an employer company, organization or other entity, your employees who open employee accounts must and do separately agree to be bound by this Agreement.

You may never use another User’s account without permission. When creating your account, you must provide accurate and complete information, and you must keep this information up to date. You are solely responsible for the activity that occurs on your account, and you must keep your account password secure. We encourage you to use “strong” passwords (passwords that use a combination of upper and lower case letters, numbers and symbols) with your account. You must notify Wellyx immediately of any breach of security or unauthorized use of your account. Wellyx will not be liable for any losses caused by any unauthorized use of your account.

You may control your User profile and how you interact with the Service by changing the settings on your Profile Settings page. By providing Wellyx with your email address and/or mobile number, you consent to our using the email address and/or mobile number to send you Service-related notices, including any notices required by law, in lieu of communication by postal mail. We may also use your email address and/or mobile number to send you other messages, such as changes to features of the Service and special offers. If you do not want to receive such email messages, you may opt out or change your preferences in your Profile Settings page. Opting out may prevent you from receiving email messages regarding updates, improvements, or offers.

3. Service Rules and Restrictions

You agree not to engage in any of the following prohibited activities: (i) copying, distributing, or disclosing any part of the Service in any medium, including without limitation by any automated or non-automated “scraping”; (ii) using any automated system, including without limitation “robots,” “spiders,” “offline readers,” etc., to access the Service in a manner that sends more request messages to Wellyx servers than a human can reasonably produce in the same period of time by using a conventional on-line web browser (except that Wellyx grants the operators of public search engines revocable permission to use spiders to copy publically available materials from wellyx.com 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); (iii) uploading, posting, hosting, or transmitting spam, chain letters, SMSs or other unsolicited email or messages; (iv) attempting to interfere with, compromise the system integrity or security or decipher any transmissions to or from the servers running the Service; (v) taking any action that imposes, or may impose at our sole discretion an unreasonable or disproportionately large load on our infrastructure; (vi) uploading invalid data, viruses, worms, or other software agents or any code of a destructive nature through the Service; (vii) collecting or harvesting any personally identifiable information, including account names, from the Service; (viii) using the Service for any commercial solicitation purposes; (ix) impersonating another person or otherwise misrepresenting your affiliation with a person or entity, conducting fraud, hiding or attempting to hide your identity; (x) interfering with the proper working of the Service; (xi) accessing any content on the Service through any technology or means other than those provided or authorized by the Service; (xii) bypassing the measures we may use to prevent or restrict access to the Service, including without limitation features that prevent or restrict use or copying of any content or enforce limitations on use of the Service or the content therein; (xiii) verbally, physically or other abuse (including threats of abuse or retribution) of any other User or any Wellyx customer, employee, member, or officer; (xiv) reproducing, duplicating, copying, selling, reselling or otherwise exploiting any portion of the Service, use of the Service, or access to the Service without the express written permission by Wellyx or (xv) modifying, adapting or hacking the Service or modifying another website so as to falsely imply that it is associated with the Service, Wellyx, or any other Wellyx service.

BY USING THE SERVICE YOU REPRESENT AND WARRANT UNDER PENALTY OF PERJURY THAT (I) YOU DO NOT WORK FOR A COMPETITOR OF THE COMPANY; AND (II) THAT YOU WILL NOT PROVIDE ANY INFORMATION GAINED FROM YOUR USE OF OR ACCESS TO THE SITE OR THE SERVICES TO A COMPETITOR OF THE COMPANY.

We may, without prior notice, change the Service; stop providing the Service or features of the Service, to you or to Users generally; or create usage limits for the Service. We may permanently or temporarily terminate or suspend your access to the Service without notice and liability for any reason, including if in our sole determination you violate any provision of this Agreement, or for any or no reason. Upon termination for any reason or no reason, you continue to be bound by this Agreement.

You are solely responsible for your interactions with other Wellyx Users. We reserve the right, but have no obligation, to monitor disputes between you and other Users. We shall have no liability for your interactions with other Users, or for any User's action or inaction.

4. User Content

Some areas of the Service allow Users to post or provide content such as profile information, images, comments, questions, and other content or information (any such materials a User submits, posts, displays, or otherwise makes available on the Service is referred to as "User Content"). We claim no ownership rights over User Content created by you. The User Content you create remains yours; however, by providing or sharing User Content through the Service, you agree to allow others to view, edit, and/or share your User Content in accordance with your settings and this Agreement. Wellyx has the right (but not the obligation) in its sole discretion to remove any User Content that is shared via the Service. The User Content may be viewed or shared with others in accordance with your profile settings and the Privacy Policy.

You agree not to post User Content that: (i) may create a risk of harm, loss, physical or mental injury, emotional distress, death, disability, disfigurement, or physical or mental illness to you, to any other person, or to any animal; (ii) may create a risk of any other loss or damage to any person or property; (iii) seeks to harm or exploit children by exposing them to inappropriate content, asking for personally identifiable details or otherwise; (iv) may constitute or contribute to a crime or tort; (v) contains any information or content that we deem to be unlawful, harmful, abusive, racially or ethnically offensive, defamatory, infringing, invasive of personal privacy or publicity rights, harassing, humiliating to other people (publicly or otherwise), libelous, threatening, profane, obscene, or otherwise objectionable; (vi) contains any information or content that is illegal (including, without limitation, the disclosure of insider information under securities law or of another party's trade secrets); (vii) contains any information or content that you do not have a right to make available under any law or under contractual or fiduciary relationships; (viii) contains any information or content that you know is not correct and current or (ix) violates any company, employer or other applicable policy.

You agree that any User Content that you post does not and will not violate third-party rights of any kind, including without limitation any Intellectual Property Rights (as defined below), rights of privacy or other rights of Wellyx or any third party.

Wellyx reserves the right, but is not obligated, to reject and/or remove any User Content that Wellyx believes, in its sole discretion, violates any of these provisions or is otherwise unlawful, offensive, threatening, libelous, defamatory, pornographic, obscene or otherwise objectionable. You understand that publishing your User Content on the Service is not a substitute for registering it with the U.S. Copyright Office, the Writer's Guild of America, or any other rights organization.

For the purposes of this Agreement, "Intellectual Property Rights" means all patent rights, copyright rights, mask work rights, moral rights, rights of publicity, trademark, trade dress and service mark rights, goodwill, trade secret rights and other intellectual property rights as may now exist or hereafter come into existence, and all applications therefore and registrations, renewals and extensions thereof, under the laws of any state, country, territory or other jurisdiction.

In connection with your User Content, you affirm, represent and warrant the following:

- a. You have the written consent of each and every identifiable natural person in the User Content, if any, to use such person's name or likeness in the manner contemplated by the Service and this Agreement, and each such person has released you from any liability that may arise in relation to such use.
- b. If applicable, you have the consent and appropriate rights in the User Content to use your employer's logos, trademarks, trade names or service marks in the manner contemplated by the Service or this Agreement.
- c. You have obtained and are solely responsible for obtaining all consents as may be required by law to post any User Content relating to third parties.
- d. Your User Content and Wellyx's use thereof as contemplated by this Agreement and the Service will not violate any law or infringe any rights of any third party, including but not limited to any Intellectual Property Rights and privacy rights.

Wellyx may exercise the rights to your User Content granted under this Agreement without liability for payment of any guild fees, residuals, payments, fees, or royalties payable under any collective bargaining agreement or otherwise.

To the best of your knowledge, all your User Content and other information that you provide to us is truthful and accurate.

Wellyx takes no responsibility and assumes no liability for any User Content that you or any other User or third-party posts, sends, or otherwise makes available over the Service. You shall be solely responsible for your User Content and the consequences of posting, publishing it, sharing it, or otherwise making it available on the Service, and you agree that we are only acting as a passive conduit for your online distribution and publication of your User Content. You understand and agree that you may be exposed to User Content that is inaccurate, objectionable, inappropriate for children, or otherwise unsuited to your purpose, and you agree that Wellyx shall not be liable for any damages you allege to incur as a result of or relating to any User Content.

By posting or otherwise making available any User Content on or through the Service, you expressly grant, and you represent and warrant that you have all rights necessary to grant, to Wellyx a royalty-free, sublicensable, transferable, perpetual, irrevocable, non-exclusive, worldwide license to use, reproduce, modify, publish, list information regarding, edit, translate, distribute, syndicate, publicly perform, publicly display, and make derivative works of all such User Content and your name, voice, and/or likeness as contained in your User Content, in whole or in part, and in any form, media or technology, whether now known or hereafter developed, for use in connection with the Service and Wellyx 's (and its successors' and affiliates') business, including without limitation for promoting and redistributing part or all of the Service (and derivative works thereof) in any media formats and through any media channels.

In addition to the foregoing, if you are an employer, as between you and Wellyx you are solely responsible for any and all User Content you provide and/or cause to be provided to the WELLYX Service, and the consequences of providing, posting or transmitting such User Content, including responsibility for compliance with breach notification laws. You agree that you will not use Wellyx to collect, store, or process bank account information, credit or debit card information, social security numbers, driver's license numbers, or health or medical information, nor will you direct your employees to provide such information to Wellyx . Wellyx has the right (but not the obligation) in its sole discretion to remove any User Content that does not comply with this Section.

5. API Terms; Third Party Software

Users may access the Services and their Wellyx account data via an API (Application Program Interface) and the Services may include access to certain third party software for which certain additional terms may apply ("Third Party Software"). Any use of the API and Third Party Software, including use of the API through a third-party product that accesses Wellyx , is bound by the terms of this Agreement, including, without limitation, the following specific terms:

- a. You expressly understand and agree that Wellyx shall not be liable for any direct, indirect, incidental, special, consequential or exemplary damages, including but not limited to, damages for loss of profits, goodwill, use, data or other intangible losses (even if Wellyx has

been advised of the possibility of such damages), resulting from your use of the API or third-party products that access data via the API or Third Party Software.

- b. You shall not, and shall not permit any third party to: (a) modify or create any derivative work of any part of the API or Third Party Software; (b) process or permit to be processed the data of any other party unless in connection with your authorized use of the API or Third Party Software; or (c) market, sell, license, sublicense, distribute, publish, display, reproduce, rent, lease, loan, assign or otherwise transfer to a third party the API, Third Party Software or any copy thereof, in whole or in part. You acknowledge and agree that you have no rights to any source code for the API or Third Party Software. You acknowledge and agree that, except to the extent permitted by law, you shall not cause or permit the disassembly, decompilation or reverse engineering of the API or Third Party Software or otherwise attempt to gain access to the source code to the API or Third Party Software (or the underlying ideas, algorithms, structure or organization of the object code in the API or Third Party Software).
- c. Abuse or excessively frequent requests to Wellyx via the API may result in the temporary or permanent suspension of your account's access to the API. Wellyx, in its sole discretion, will determine abuse or excessive usage of the API. Wellyx will make a reasonable attempt via email to warn the account owner prior to suspension but shall not be required to do so.

Wellyx reserves the right at any time to modify or discontinue, temporarily or permanently, your access to the API or Third Party Software (or any part thereof) with or without notice.

6. Mobile Software

We may make available software to access the Service via a mobile device ("Mobile Software"). To use the Mobile Software you must have a mobile device that is compatible with the Mobile Software. Wellyx does not warrant that the Mobile Software will be compatible with your mobile device. You may use mobile data in connection with the Mobile Software and may incur additional charges from your wireless provider for these services. You agree that you are solely responsible for any such charges. Wellyx hereby grants you a non-exclusive, non-transferable, revocable license to use a compiled code copy of the Mobile Software for one Wellyx account on one mobile device owned or leased solely by you, and in accordance with the features made available to you. You may not: (i) modify, disassemble, decompile or reverse engineer the Mobile Software, except to the extent that such restriction is expressly prohibited by law; (ii) rent, lease, loan, resell, sublicense, distribute or otherwise transfer the Mobile Software to any third party or use the Mobile Software to provide time sharing or similar services for any third party; (iii) make any copies of the Mobile Software; (iv) remove, circumvent, disable, damage or otherwise interfere with security-related features of the Mobile Software, features that prevent or restrict use or copying of any content accessible through the Mobile Software, or features that enforce limitations on use of the Mobile Software; or (v) delete the copyright and other proprietary rights notices on the Mobile Software. You acknowledge that Wellyx may from time to time issue upgraded versions of the Mobile Software, and may automatically electronically upgrade the version of the Mobile Software that you are using on your mobile device. You consent to such automatic upgrading on your mobile device, and agree that the terms and conditions of this Agreement will apply to all such upgrades. Any third-party code that may be incorporated in the Mobile Software is covered by the applicable open source or third-party license

EULA, if any, authorizing use of such code. The foregoing license grant is not a sale of the Mobile Software or any copy thereof, and Wellyx or its third-party partners or suppliers retain all right, title, and interest in the Mobile Software (and any copy thereof). Any attempt by you to transfer any of the rights, duties or obligations hereunder, except as expressly provided for in this Agreement, is void. Wellyx reserves all rights not expressly granted under this Agreement. If the Mobile Software is being acquired on behalf of the United States Government, then the following provision applies. The Mobile Software will be deemed to be “commercial computer software” and “commercial computer software documentation,” respectively, pursuant to DFAR Section 227.7202 and FAR Section 12.212, as applicable. Any use, reproduction, release, performance, display or disclosure of the Service and any accompanying documentation by the U.S. Government will be governed solely by these Terms of Service and is prohibited except to the extent expressly permitted by these Terms of Service.

The Mobile Software originates in the United States, and is subject to United States export laws and regulations. The Mobile Software may not be exported or re-exported to certain countries or those persons or entities prohibited from receiving exports from the United States. In addition, the Mobile Software may be subject to the import and export laws of other countries. You agree to comply with all United States and foreign laws related to use of the Mobile Software and the Service.

7. Mobile Software provided from App Store by Apple

The following applies to any Mobile Software you acquire from the App Store (“App Store-Sourced Software”): You acknowledge and agree that this Agreement is solely between you and Wellyx, not Apple, and that Apple has no responsibility for the App Store-Sourced Software or content thereof. Your use of the App Store-Sourced Software must comply with the App Store Terms of Service. You acknowledge that Apple has no obligation whatsoever to furnish any maintenance and support services with respect to the App Store-Sourced Software. In the event of any failure of the App Store-Sourced Software to conform to any applicable warranty, you may notify Apple, and Apple will refund the purchase price for the App Store-Sourced Software to you; to the maximum extent permitted by applicable law, Apple will have no other warranty obligation whatsoever with respect to the App Store-Sourced Software, and any other claims, losses, liabilities, damages, costs or expenses attributable to any failure to conform to any warranty will be solely governed by this Agreement and any law applicable to Wellyx as provider of the software. You acknowledge that Apple is not responsible for addressing any claims of you or any third party relating to the App Store-Sourced Software or your possession and/or use of the App Store-Sourced Software, including, but not limited to: (i) product liability claims; (ii) any claim that the App Store-Sourced Software fails to conform to any applicable legal or regulatory requirement; and (iii) claims arising under consumer protection or similar legislation; and all such claims are governed solely by this Agreement and any law applicable to Wellyx as provider of the software. You acknowledge that, in the event of any third-party claim that the App Store-Sourced Software or your possession and use of that App Store-Sourced Software infringes that third party’s intellectual property rights, Wellyx, not Apple, will be solely responsible for the investigation, defense, settlement and discharge of any such intellectual property infringement claim to the extent required by this Agreement. You and Wellyx acknowledge and agree that Apple, and Apple’s subsidiaries, are third-party beneficiaries of this Agreement as relates to your license of the App Store-Sourced Software, and that, upon your acceptance of the terms and conditions of this Agreement, Apple will have the right (and will be deemed to have accepted the right) to enforce this

Agreement as relates to your license of the App Store-Sourced Software against you as a third-party beneficiary thereof.

8. Mobile Software provided from Google Play Store

The following applies to any Mobile Software you acquire from the Google Play Store (“Google-Sourced Software”): (i) you acknowledge that the Agreement is between you and Wellyx only, and not with Google, Inc. (“Google”); (ii) your use of Google-Sourced Software must comply with Google’s then-current Google Play Store Terms of Service; (iii) Google is only a provider of the Google Play Store where you obtained the Google-Sourced Software; (iv) Wellyx, and not Google, is solely responsible for its Google-Sourced Software; (v) Google has no obligation or liability to you with respect to Google-Sourced Software or the Agreement; and (vi) you acknowledge and agree that Google is a third-party beneficiary to the Agreement as it relates to Wellyx’s Google-Sourced Software.

9. Proprietary Rights

Except for your User Content, the Service and all materials therein or transferred thereby, including, without limitation, software, images, text, graphics, illustrations, logos, patents, trademarks, service marks, copyrights, photographs, audio, videos, music, and User Content belonging to other Users (the “WELLYX Content”), and all Intellectual Property Rights related thereto, are the exclusive property of Wellyx and its licensors (including other Users who post User Content to the Service). Except as explicitly provided herein, nothing in this Agreement shall be deemed to create a license in or under any such Intellectual Property Rights, and you agree not to sell, license, rent, modify, distribute, copy, reproduce, transmit, publicly display, publicly perform, publish, adapt, edit or create derivative works from any WELLYX Content. Use of the WELLYX Content for any purpose not expressly permitted by this Agreement is strictly prohibited.

You may choose to, or we may invite you to, submit comments or ideas about the Service, including without limitation about how to improve the Service or our products (“Ideas”). By submitting any Idea, you agree that your disclosure is gratuitous, unsolicited and without restriction and will not place Wellyx under any fiduciary or other obligation, and that we are free to use the Idea without any additional compensation to you, and/or to disclose the Idea on a non-confidential basis or otherwise to anyone. You further acknowledge that, by acceptance of your submission, Wellyx does not waive any rights to use similar or related ideas previously known to Wellyx, or developed by its employees, or obtained from sources other than you.

10. WELLYX Property

The Service contains data, information, and other content not owned by you, such as reputational or status indicators (“WELLYX Property”). You understand and agree that regardless of terminology used, WELLYX Property represents a limited license right governed solely by the terms of this Agreement and available for distribution at Wellyx’s sole discretion. WELLYX Property is not redeemable for any sum of money or monetary value from Wellyx at any time. You acknowledge that you do not own the account you use to access the Service, nor do you possess any rights of access or rights to data stored by or on behalf of Wellyx on our servers, including without limitation any data representing or embodying any or all of your WELLYX Property. You agree that Wellyx has the absolute right to manage, regulate, control, modify and/or eliminate WELLYX Property as it sees fit in its sole discretion,

in any general or specific case, and that Wellyx will have no liability to you based on its exercise of such right. All data on Wellyx's servers are subject to deletion, alteration or transfer.

NOTWITHSTANDING ANY VALUE ATTRIBUTED TO SUCH DATA BY YOU OR ANY THIRD PARTY, YOU UNDERSTAND AND AGREE THAT ANY DATA, ACCOUNT HISTORY AND ACCOUNT CONTENT RESIDING ON OUR SERVERS, MAY BE DELETED, ALTERED, MOVED OR TRANSFERRED AT ANY TIME FOR ANY REASON IN OUR SOLE DISCRETION, WITH OR WITHOUT NOTICE AND WITH NO LIABILITY OF ANY KIND. WELLYX DOES NOT PROVIDE OR GUARANTEE, AND EXPRESSLY DISCLAIMS, ANY VALUE, CASH OR OTHERWISE, ATTRIBUTED TO ANY DATA RESIDING ON OUR SERVERS.

11. Paid Services

You agree to pay WELLYX the Subscription Fees and any other applicable fees stated on an Order Form or otherwise specified in this Agreement. All payment obligations under this Agreement are non-cancelable and all fees paid are non-refundable. Unless otherwise stated on an Order Form, fees must be paid in advance of each billing period. You will provide WELLYX with valid and updated credit card information or another form of payment acceptable to WELLYX. If you provide credit card information, you represent that you are authorized to use the card and you authorize WELLYX to charge the card for all payments hereunder. By submitting payment information, you authorize WELLYX to provide that information to third parties for purposes of facilitating payment. You agree to verify any information requested by WELLYX for purposes of acknowledging or completing any payment.

Any amounts not received by the applicable due date may accrue late interest at 1.5% of the outstanding balance per month, or the maximum interest permitted by applicable law, whichever is less, plus costs of collection. Any amount not received by WELLYX within thirty (30) days after the applicable due date will be deemed a material default under this Agreement, and WELLYX will be entitled to either suspend the Services or terminate the Agreement in accordance with Section 8.2.

Fees do not include any taxes, levies, duties or similar governmental assessments of any nature, including, for example, value-added, sales, use or withholding taxes, assessable by any jurisdiction (collectively, "Taxes"). You are responsible for paying all Taxes associated with purchases and transactions under this Agreement. If WELLYX is legally required to pay or collect any Taxes on your behalf, WELLYX will invoice you and you will pay the invoiced amount. For clarity, WELLYX will be solely responsible for taxes assessed on WELLYX based on its income. You acknowledge that we may make certain reports to tax authorities (e.g., 1099 forms) regarding transactions that we process and merchants to which we provide Payment Processing Services.

Upon notice to you, WELLYX may increase any fees specified in an Order Form, provided the increase will not become effective until the expiration of the current Subscription Term. WELLYX may increase any fees that are not specified in an Order Form at any time, with or without notice to you. WELLYX may also convert any free, trial or beta Service into a Service subject to a Subscription Fee upon notice to you, and your rights to such Service will be suspended if you do not pay the Subscription Fee.

12. Cancellation and Termination

Unless otherwise specified in an Order Form, the term of this Agreement will be month to month ("Subscription Term"). The Subscription Term commences on the Effective Date and will automatically renew on a monthly basis until either Party terminates in accordance with this Agreement. Either Party may terminate the Agreement and/or any subscription at any time, for any reason or no reason, by

providing notice to the other Party at least thirty (30) days before the end of the relevant Subscription Term. Unless otherwise specified in an Order Form, Subscription Fees during any automatic renewal term will revert to the current pricing in effect at the time such renewal term commences.

We may terminate this Agreement and/or any subscription, effective immediately upon notice to you, if you or an Affiliate are in material breach of this Agreement. In the event of a termination pursuant to this section, in addition to other amounts you may owe Wellyx, you must immediately pay any unpaid Subscription Fees associated with the remainder of the Subscription Term. In no event will any termination relieve you of your obligation to pay any fees payable to WELLYX for the period prior to the effective date of termination.

Upon termination or expiration of this Agreement (a) all Order Forms will automatically terminate and be of no force or effect; (b) you will have no rights to continue use of the Services and will cease accessing and/or using the Services; and (c) except as specified in the following paragraph, WELLYX will have no obligation to maintain your Services account or to retain or forward any data to you or any third party, except as required by applicable law.

For a period of no greater than thirty (30) days following a notice of termination, WELLYX will make Your Data available to you through WELLYX's standard web services. Upon request by you within thirty (30) days following the termination date of this Agreement, and provided that you have paid WELLYX all amounts owed under this Agreement, WELLYX will make Your Data in its possession or control available to you through WELLYX's data export service. After such thirty (30) day period, WELLYX will have no obligation to retain or provide Your Data, except as required by applicable law. If at any time during the Subscription Term you require WELLYX's assistance in retrieving Your Data, additional fees may apply.

We may suspend or terminate your access to and use of the Services (or any portion thereof) at any time without notice if we believe (a) that any activity or use of Services in connection with your account violates this Agreement, the intellectual property rights of a third party or applicable laws, or is otherwise disruptive or harmful to WELLYX or any third party, (b) that we are required to do so by law, or (c) where the Parties do not agree on the use of a sub-processor.

13. Trademarks and Site Name Squatting

We reserve the right to reclaim site names or subdomains on behalf of businesses or individuals that hold legal claim or trademark on those names, or otherwise have an interest in such names. Accounts using business names and/or logos that that we determine, in our sole discretion, mislead or could mislead others will be subject to suspension at our discretion.

You may not engage in site name squatting. Accounts that are inactive for more than thirty (30) days may also be removed at Wellyx's discretion and without further notice.

14. No Professional Advice

If the Service provides professional information (for example, medical, legal, or financial), such information is for informational purposes only and should not be construed as professional advice. No action should be taken based upon any information contained in the Service. You should seek independent professional advice from a person who is licensed and/or qualified in the applicable area.

15. Text Messaging and Consent

Wellyx makes it easy for you to add employees to your Wellyx account so that you can manage your schedule and exchange messages with each other. YOU REPRESENT AND WARRANT TO US THAT EACH PERSON YOU ADD TO YOUR WELLYX ACCOUNT HAS CONSENTED TO BE ADDED TO THE ACCOUNT AND TO RECEIVE ADMINISTRATIVE MESSAGES FROM WELLYX AND TEXT MESSAGES FROM YOU AND ANYONE ELSE ASSOCIATED WITH THE ACCOUNT.

You represent and warrant that all communications you cause to be sent through the Service shall at all times comply with all applicable state and federal laws and regulations, including, but not limited to, the Telephone Consumer Protection Act, the Telemarketing Sales Rule, the CAN-SPAM Act, and all other laws and regulations concerning privacy, telemarketing, and the sending of SMS text messages.

As part of the Service, Wellyx sometimes causes administrative messages to be sent to users, including both employers and employees. For example, upon adding a new employee to an employer's Wellyx account, the new employee will receive a welcome message, instructions on how to register for the Service, and a link with more information about the service. Wellyx may send other administrative messages as well. BY SIGNING UP FOR WELLYX, YOU AGREE TO RECEIVE TEXT MESSAGES FROM US.

16. Security

Wellyx utilizes physical, managerial, and technical safeguards to preserve the integrity and security of your personal information and implement your privacy settings. However, we cannot guarantee that unauthorized third parties will never be able to defeat our security measures or use your personal information for improper purposes. You acknowledge that you provide your personal information at your own risk.

17. Indemnity

You agree to defend, indemnify and hold harmless Wellyx and its subsidiaries, agents, licensors, managers, and other affiliated companies, and their employees, contractors, agents, officers and directors, from and against any and all claims, damages, obligations, losses, liabilities, costs or debt, and expenses (including but not limited to attorney's fees) arising from: (i) your use of and access to the Service, including any data or content transmitted or received by you; (ii) your violation of any term of this Agreement, including without limitation your breach of any of the representations and warranties above; (iii) your violation of any third-party right, including without limitation any right of privacy or Intellectual Property Rights; (iv) your violation of any applicable law, rule or regulation; (v) User Content or any content that is submitted via your account including without limitation misleading, false, or inaccurate information; (vi) your gross negligence or willful misconduct; or (vii) any other party's access and use of the Service (or access and use of any third-party service via the Service) with your unique username, password or other appropriate security code.

18. No Warranty

THE SERVICE IS PROVIDED ON AN "AS IS" AND "AS AVAILABLE" BASIS. USE OF THE SERVICE IS AT YOUR OWN RISK. TO THE MAXIMUM EXTENT PERMITTED BY APPLICABLE LAW, THE SERVICE IS PROVIDED WITHOUT WARRANTIES OF ANY KIND, WHETHER EXPRESS OR IMPLIED, INCLUDING, BUT NOT LIMITED TO, IMPLIED WARRANTIES OF MERCHANTABILITY, FITNESS FOR A PARTICULAR PURPOSE, OR NON-INFRINGEMENT. NO ADVICE OR INFORMATION, WHETHER ORAL OR WRITTEN, OBTAINED BY YOU FROM WELLYX OR THROUGH THE SERVICE WILL CREATE ANY WARRANTY NOT EXPRESSLY STATED HEREIN. WITHOUT LIMITING THE FOREGOING, WELLYX, ITS SUBSIDIARIES, ITS AFFILIATES, AND ITS

LICENSORS DO NOT WARRANT THAT THE CONTENT IS ACCURATE, RELIABLE OR CORRECT; THAT THE SERVICE WILL MEET YOUR REQUIREMENTS; THAT THE SERVICE WILL BE AVAILABLE AT ANY PARTICULAR TIME OR LOCATION, UNINTERRUPTED OR SECURE; THAT ANY DEFECTS OR ERRORS WILL BE CORRECTED; OR THAT THE SERVICE IS FREE OF VIRUSES OR OTHER HARMFUL COMPONENTS. ANY CONTENT DOWNLOADED OR OTHERWISE OBTAINED THROUGH THE USE OF THE SERVICE IS DOWNLOADED AT YOUR OWN RISK AND YOU WILL BE SOLELY RESPONSIBLE FOR ANY DAMAGE TO YOUR COMPUTER SYSTEM OR MOBILE DEVICE OR LOSS OF DATA THAT RESULTS FROM SUCH DOWNLOAD OR YOUR USE OF THE SERVICE.

WELLYX DOES NOT WARRANT, ENDORSE, GUARANTEE, OR ASSUME RESPONSIBILITY FOR ANY PRODUCT OR SERVICE ADVERTISED OR OFFERED BY A THIRD PARTY THROUGH THE SERVICE OR ANY HYPERLINKED WEBSITE OR SERVICE, AND WELLYX WILL NOT BE A PARTY TO OR IN ANY WAY MONITOR ANY TRANSACTION BETWEEN YOU AND THIRD-PARTY PROVIDERS OF PRODUCTS OR SERVICES.

FEDERAL LAW, SOME STATES, PROVINCES AND OTHER JURISDICTIONS DO NOT ALLOW THE EXCLUSION AND LIMITATIONS OF CERTAIN IMPLIED WARRANTIES, SO THE ABOVE EXCLUSIONS MAY NOT APPLY TO YOU. THIS AGREEMENT GIVES YOU SPECIFIC LEGAL RIGHTS, AND YOU MAY ALSO HAVE OTHER RIGHTS WHICH VARY FROM STATE TO STATE. THE DISCLAIMERS AND EXCLUSIONS UNDER THIS AGREEMENT WILL NOT APPLY TO THE EXTENT PROHIBITED BY APPLICABLE LAW.

19. Limitation of Liability

TO THE MAXIMUM EXTENT PERMITTED BY APPLICABLE LAW, IN NO EVENT SHALL WELLYX, ITS AFFILIATES, AGENTS, DIRECTORS, EMPLOYEES, SUPPLIERS OR LICENSORS BE LIABLE FOR ANY INDIRECT, PUNITIVE, INCIDENTAL, SPECIAL, CONSEQUENTIAL OR EXEMPLARY DAMAGES, INCLUDING WITHOUT LIMITATION DAMAGES FOR LOSS OF PROFITS, GOODWILL, USE, DATA OR OTHER INTANGIBLE LOSSES, ARISING OUT OF OR RELATING TO THE USE OF, OR INABILITY TO USE, THIS SERVICE. UNDER NO CIRCUMSTANCES WILL WELLYX BE RESPONSIBLE FOR ANY DAMAGE, LOSS OR INJURY RESULTING FROM HACKING, TAMPERING OR OTHER UNAUTHORIZED ACCESS OR USE OF THE SERVICE OR YOUR ACCOUNT OR THE INFORMATION CONTAINED THEREIN.

TO THE MAXIMUM EXTENT PERMITTED BY APPLICABLE LAW, WELLYX ASSUMES NO LIABILITY OR RESPONSIBILITY FOR ANY (I) ERRORS, MISTAKES, OR INACCURACIES OF CONTENT OR THE SERVICE; (II) PERSONAL INJURY OR PROPERTY DAMAGE, OF ANY NATURE WHATSOEVER, RESULTING FROM YOUR ACCESS TO OR USE OF OUR SERVICE; (III) ANY UNAUTHORIZED ACCESS TO OR USE OF OUR SECURE SERVERS AND/OR ANY AND ALL PERSONAL INFORMATION STORED THEREIN; (IV) ANY INTERRUPTION OR CESSATION OF TRANSMISSION TO OR FROM THE SERVICE; (V) ANY BUGS, VIRUSES, TROJAN HORSES, OR THE LIKE THAT MAY BE TRANSMITTED TO OR THROUGH OUR SERVICE BY ANY THIRD PARTY; (VI) ANY ERRORS OR OMISSIONS IN ANY CONTENT OR FOR ANY LOSS OR DAMAGE INCURRED AS A RESULT OF THE USE OF ANY CONTENT POSTED, EMAILED, TRANSMITTED, OR OTHERWISE MADE AVAILABLE THROUGH THE SERVICE; AND/OR (VII) USER CONTENT OR THE DEFAMATORY, OFFENSIVE, OR ILLEGAL CONDUCT OF ANY THIRD PARTY. IN NO EVENT SHALL WELLYX, ITS AFFILIATES, AGENTS, DIRECTORS, EMPLOYEES, SUPPLIERS, OR LICENSORS BE LIABLE TO YOU FOR ANY CLAIMS, PROCEEDINGS, LIABILITIES, OBLIGATIONS, DAMAGES, LOSSES OR COSTS IN AN AMOUNT EXCEEDING THE AMOUNT YOU PAID TO WELLYX HEREUNDER.

THIS LIMITATION OF LIABILITY SECTION APPLIES WHETHER THE ALLEGED LIABILITY IS BASED ON CONTRACT, TORT, NEGLIGENCE, STRICT LIABILITY, OR ANY OTHER BASIS, EVEN IF WELLYX HAS BEEN ADVISED OF THE POSSIBILITY OF SUCH DAMAGE. THE FOREGOING LIMITATION OF LIABILITY SHALL APPLY TO THE FULLEST EXTENT PERMITTED BY LAW IN THE APPLICABLE JURISDICTION.

SOME STATES DO NOT ALLOW THE EXCLUSION OR LIMITATION OF INCIDENTAL OR CONSEQUENTIAL DAMAGES, SO THE ABOVE LIMITATIONS OR EXCLUSIONS MAY NOT APPLY TO YOU. THIS AGREEMENT GIVES YOU SPECIFIC LEGAL RIGHTS, AND YOU MAY ALSO HAVE OTHER RIGHTS WHICH VARY FROM STATE TO STATE. THE DISCLAIMERS, EXCLUSIONS, AND LIMITATIONS OF LIABILITY UNDER THIS AGREEMENT WILL NOT APPLY TO THE EXTENT PROHIBITED BY APPLICABLE LAW.

The Service is controlled and operated from facilities in the United States. Wellyx makes no representations that the Service is appropriate or available for use in other locations. Those who access or use the Service from other jurisdictions do so at their own volition and are entirely responsible for compliance with all applicable United States and local laws and regulations, including but not limited to export and import regulations. You may not use the Service if you are a resident of a country embargoed by the United States, or are a foreign person or entity blocked or denied by the United States government. Unless otherwise explicitly stated, all materials found on the Service are solely directed to individuals, companies, or other entities located in the United States.

20. Assignment

This Agreement, and any rights and licenses granted hereunder, may not be transferred or assigned by you, but may be assigned by Wellyx without restriction. Any attempted transfer or assignment in violation hereof shall be null and void.

21. Entire Agreement/Severability

This Agreement, together with any amendments and any additional agreements you may enter into with Wellyx in connection with the Service, shall constitute the entire agreement between you and Wellyx concerning the Service. If any provision of this Agreement is deemed invalid by a court of competent jurisdiction, the invalidity of such provision shall not affect the validity of the remaining provisions of this Agreement, which shall remain in full force and effect, except that in the event of unenforceability of the universal Class Action/Jury Trial Waiver, the entire arbitration agreement shall be unenforceable.

22. No Waiver

No waiver of any term of this Agreement shall be deemed a further or continuing waiver of such term or any other term, and Wellyx's failure to assert any right or provision under this Agreement shall not constitute a waiver of such right or provision.