

Healthy Minds Innovations, Inc.

Terms of Service for Coaching Sessions

Last Revised: October 02, 2023

Healthy Minds Innovations, Inc., a Wisconsin non-stock, nonprofit corporation (“HMI”, “we”, “us”, or “our”) provides individualized remote coaching sessions related to cultivating well-being and relief of suffering through a scientific understanding of the mind (the “Services”).

We provide you with the ability to access and use our Services, provided you comply with these Terms of Service (“Terms”). We ask that you carefully read these Terms prior to using our Services. By accessing and using the Services, you are entering into a binding agreement with HMI.

If you do not agree to comply with these Terms, you should not use the Services.

1. ELIGIBILITY

By accessing or using the Services, you affirm that you are a resident of the United States and have the right, authority, and capacity to enter into these Terms. The Services are only available to individuals who are at least 18 years of age.

2. UPDATES TO THE TERMS

We may update these Terms from time to time. We will display at <https://hminnovations.org/learning-practice-opportunities> or otherwise notify you when we materially update these Terms. Your continued use of the Services after we revise these Terms means you accept those updated Terms. Please check these Terms periodically for updates.

3. NO PROFESSIONAL ADVICE PROVIDED

The Services are for informational uses only. The coaches or other consultants who hold individualized coaching sessions are not licensed medical providers or psychologists, and nothing in the Services should be considered, or used as a substitute for, medical or psychological advice, diagnosis, or treatment. We make no representations that use of the Services will lead to any specific health benefits. The information provided in the Services should not be regarded or relied upon as a comprehensive assessment concerning your psychological well-being. Nothing in the Services represents or warrants that any particular service or product is safe, appropriate, or effective for you. Under no circumstances will we be liable for any loss or damage caused by your reliance on information obtained through the Services or your use of the Services. It is your responsibility to evaluate the accuracy, completeness or usefulness of any information or other content available through the Services. Please seek the advice of professionals for diagnosis and treatment, as appropriate, including for your specific medical and psychological needs.

4. TERMS OF SALE

a. Signing Up for Sessions and Payment. Coaching sessions are available for purchase in single sessions or packages of sessions indicated at the time of payment. Payment in full is required at the time of scheduling. If you sign up for a package of sessions, you will be charged for the package of sessions at the time of scheduling your first session. After payment is received, you may schedule any remaining prepaid sessions, if applicable.

b. Rescheduling and Cancellation by You. All prepaid sessions must take place within six months of purchase. HMI requires at least twenty-four hours’ notice for any rescheduling requests or cancellations. We cannot provide an opportunity to reschedule or an option to refund for canceling a session if you fail to provide the required notice. You may communicate with coaches directly to reschedule or cancel.

c. Rescheduling and Cancellation by Us. We reserve the right to reschedule or cancel a session in the case of a conflict with the assigned coach. We will make commercially reasonable efforts to provide at least twenty-four hours’ notice, unless there is an emergency. Coaching sessions may be provided by any coach affiliated with HMI. If the coach with whom you schedule a session is unavailable, we reserve the right to substitute another coach for a given session.

5. DATA PRIVACY

We collect certain data, including personal information when you use the Services, including in connection with your coaching session attendance. We treat that information as described in our Privacy Policy at <https://hminnovations.org/privacy-policy>. Our Privacy Policy describes our data collection, use, and sharing practices.

6. OWNERSHIP OF CONTENT

The Services may contain certain data, text, information, charts, images, graphics, videos, audio, software, software applications, and API's and incorporate certain designs, functionality, compilations, look and feel and arrangements developed by or for HMI (collectively the "Content"). HMI is the sole and exclusive owner or has the rights necessary to use such Content on the Services, including all related intellectual property rights, such as rights in copyright, trademark, patent and trade secret laws.

Except for the limited right to use the Services set forth in these Terms, all rights, title and interest in the Services and Content, in all languages, formats and media throughout the world, including all copyrights and trademarks, are and will continue to be the exclusive property of HMI and its contributors.

7. PERMITTED USE OF THE SERVICES AND CONTENT

Subject to your acceptance of and compliance with these Terms, we grant you the limited right to use the Services, including the free portions of the Services, for your noncommercial personal use. We reserve the right to suspend or terminate any of your access to the Services. We reserve any rights in the Services and Content not explicitly granted in these Terms.

8. RESTRICTIONS ON USE OF THE SERVICES

In accessing and using the Services, you may not:

- a. Record, copy, download, store, publish, transmit, transfer, sell or otherwise use the Content, or the Services in whole or part, in any form or by any means except as expressly permitted by these Terms.
- b. Store or use downloaded Content in an archival database or other searchable database.
- c. Modify, copy, distribute, transmit, translate display, perform, reproduce, publish, license, create derivative works from, decompile, reverse engineer, transfer, or sell any of the Content provided through the Services or within the Services for any purposes without our prior written consent.
- d. Use the Content or the Services for any illegal purpose, interfere with the operation of the Services, interfere with the use of the Services by others, or introduce malware into the Services.
- e. Sell, license, or distribute any Content or any of its derivatives for use by any third parties.
- f. Use the Content or the Services for any commercial purpose.

9. DISCLAIMER OF WARRANTIES AND LIMITATIONS OF LIABILITY

THE SERVICES ARE PROVIDED ON AN "AS IS" AND "AS AVAILABLE" BASIS. HMI MAKES NO WARRANTY OR REPRESENTATION WITH RESPECT TO THE QUALITY, ACCURACY OR AVAILABILITY OF THE SERVICES. HMI DISCLAIMS ALL WARRANTIES OF ANY KIND, EXPRESS OR IMPLIED, INCLUDING ANY WARRANTIES OF MERCHANTABILITY, FITNESS FOR A PARTICULAR PURPOSE, TITLE, OR NON-INFRINGEMENT.

TO THE FULLEST EXTENT PERMITTED BY LAW, IN NO EVENT WILL HMI BE LIABLE FOR ANY CLAIMS, LOSSES, OR DAMAGES OF ANY KIND ARISING OUT OF OR IN CONNECTION WITH YOUR USE OF, OR INABILITY TO USE, THE SERVICES, THE CONTENT, OR ANY LINKED SITE.

IN NO EVENT SHALL YOU BE ENTITLED TO SEEK ANY INDIRECT, INCIDENTAL, SPECIAL, CONSEQUENTIAL OR PUNITIVE DAMAGES, WHETHER OR NOT THERE IS NEGLIGENCE BY HMI OR WHETHER OR NOT HMI HAS BEEN ADVISED OF THE POSSIBILITY OF SUCH DAMAGES WITH REGARD TO THE CONTENT OR THE SERVICES.

TO THE FULLEST EXTENT PERMITTED BY LAW, IF YOU HAVE A CLAIM AGAINST HMI WHICH ARISES OUT OF OR IS OTHERWISE RELATED TO THESE TERMS OR YOUR USE OF THE SERVICES, THEN IN NO EVENT SHALL THE AGGREGATE LIABILITY OF HMI TO YOU BE MORE THAN THE LESSER OF: (A) THE AMOUNT YOU HAVE ACTUALLY PAID HMI IN THE PRECEDING TWELVE MONTHS FOR THE SERVICES OBTAINED, OR (B) \$100.

10. LIMITATION ON TIME TO FILE CLAIMS

EXCEPT AS PROHIBITED BY APPLICABLE LAW, ANY CAUSE OF ACTION OR CLAIM YOU MAY HAVE ARISING OUT OF OR RELATING TO THESE TERMS, THE CONTENT OR THE SERVICES MUST BE COMMENCED WITHIN ONE (1) YEAR AFTER THE CAUSE OF ACTION ACCRUES; OTHERWISE, SUCH CAUSE OF ACTION OR CLAIM IS PERMANENTLY BARRED.

11. INDEMNIFICATION

To the maximum extent permitted by law, you agree to defend, indemnify and hold harmless HMI and its respective officers, directors, owners, agents, employees, affiliates, licensees and licensors, from and against any and all claims, damages, costs and expenses, including attorneys' fees, arising from or related to your use of the Content or the Services in violation of any of these Terms or applicable law.

12. GOVERNING LAW; VENUE; JURISDICTION

These Terms shall be governed by the laws of the State of Wisconsin, U.S.A. without regard to its conflicts of law provisions. The parties agree that the state and federal courts sitting in Madison, Wisconsin will have exclusive jurisdiction over any claim arising out of these Terms and each party consents to the exclusive jurisdiction of such courts and waive any objection as to personal jurisdiction, venue, or *forum non conveniens*.

13. TERM AND TERMINATION

These Terms take effect the first time you access the Services. Your failure to comply with these Terms automatically revokes your authorization to use the Services and terminates all rights granted to you under these Terms. Your obligations to us, our affiliates and our respective third-party service providers relating to your use of the Services or products purchased on or through the Services prior to termination shall continue after termination.

14. VIEWPOINTS OF COACHES AND CONTRIBUTORS

HMI does not endorse any of the viewpoints contained in any coaching sessions. Those viewpoints are solely those of the coaches and contributors.

15. FORCE MAJEURE

HMI's performance under these Terms is subject to interruption and delay due to causes beyond its reasonable control, such as acts of God, acts of any government, war or other hostility, civil disorder, the elements, pandemic, endemic, power failure, equipment failure, industrial or labor dispute, inability to obtain necessary supplies, and the like.

16. COMPLIANCE WITH LAWS

When you use the Services, you are responsible for complying with all applicable laws, regulations, and policies of all relevant jurisdictions, including all applicable rules regarding online conduct.

17. MISCELLANEOUS

a. Electronic Communications. For contractual purposes, you: (a) consent to receive communications from us in an electronic form; and (b) agree that the Terms, agreements, notices, disclosures, and other communications that we provide to you electronically satisfy any legal requirement that such communications would satisfy if it were in writing. The foregoing does not affect your non-waivable rights.

b. Severability. If any provision of these Terms is found to be unenforceable, it shall be enforced to the maximum extent permissible so as to affect the intent of these Terms, and the rest of these Terms shall remain in full force and effect.

c. No Waiver. Any failure or delay on our part to exercise or enforce any right or provision of these Terms or rights under applicable law shall not constitute a waiver of any such provision or rights. Our rights under these Terms survive any transfer or termination of these Terms

d. Reservation of Rights. The Services are provided as a courtesy. We reserve the right to modify or discontinue offering access to the Services at any time.

e. Entire Agreement. These Terms of Use supersede and cancel all prior and contemporaneous understandings, agreements, representations, and warranties, both written and oral, regarding your use of the Services.

18. CONTACT US

If you have any questions or comments about these Terms or the Services, we invite you to contact us by email or telephone:

Email: operations@hminnovations.org

Phone: 608-492-4184