

Updated as of September 25, 2023

Her Competitive Advantage, Inc. Terms of Service

Introduction

Thank you for choosing Her Competitive Advantage, Inc. (“Company”) for your business. The Company provides the first ever and only membership based platform (“PaaS”) for Universities (“University” or “Universities” in the plural) current and former collegiate female athletes on an individual basis (“Student-Athletes”) with the mission of connecting Student-Athletes with companies and recruiters that value their unique skill set (“Employer(s)”) and also provides speaking engagements and experiential learning conferences through Universities (“Speaking Engagement(s)”), pursuant to the terms of Annexes 1-3 attached hereto.

These Terms of Service and the Annexes 1-3 attached hereto (“Agreement”) apply to: (1) any and all visitors (“Visitors”) to our websites located at www.joinher.com and related website at <https://portal.hercompetitiveadvantage.com> (collectively, the “Website”); (2) to those who have Student-Athlete profiles; (3) to all Universities that hold a membership on the PaaS; and (3) any individual entity or person (the “Host”) that/who requests a Speaking Engagement. Visitors, Universities, Student-Athletes, Hosts, Employers, and any agents or employees of the same, are herein collectively referred to as “you” in this Terms of Service. For reference, Annex 1 is the Student Athlete Licensing Agreement for Universities enrolling Student-Athletes in the PaaS, and any individual Student-Athlete who enrolls individually in the PaaS; Annex 2 is the Speaking Agreement for Hosts; and Annex 3 is the Platform Licensing Agreement for Employers (the “Annexes” collectively).

When you use our Services, Website, and/or PaaS, whether as a Visitor, University, Student-Athlete, Host, or Employer, you are agreeing to our terms, so please carefully read the: (1) Terms of Service, the Annexes, and (2) the Privacy Policy, incorporated fully by reference herein, as these documents contain important information regarding your legal rights and obligations.

THIS DOCUMENT, THE TERMS OF SERVICE AND THE ANNEXES ATTACHED HERETO, IS A LEGAL AGREEMENT BETWEEN THE COMPANY AND YOU WHICH GOVERNS YOUR USE OF THE SERVICES AND USE OF THE WEBSITE AND PAAS. YOUR USE OF THE SERVICES, PAAS, AND THE WEBSITE CONSTITUTES YOUR ACCEPTANCE OF AND AGREEMENT TO ALL OF THE TERMS AND CONDITIONS IN THESE TERMS OF SERVICE, THE ANNEXES ATTACHED HERETO, AS RELEVANT TO UNIVERSITIES, STUDENT-ATHLETES, HOSTS, AND EMPLOYERS, AND THE PRIVACY POLICY INCORPORATED HEREIN; AND YOUR REPRESENTATION THAT YOU ARE AT LEAST 16 YEARS OF AGE OR OLDER. IF YOU OBJECT TO ANYTHING IN THESE TERMS OF SERVICE, YOU ARE NOT PERMITTED TO USE THE SERVICES. If you accept these Terms of Service and use the Services on behalf of a company, organization, or other legal entity, you represent and warrant to the Company that you have full power and authority to do so.

Effective Date. This Agreement is effective (“Effective Date”) on the date you first access or use the Services, PaaS, and/or the Website, whichever is earlier.

End User License Agreement for Student-Athletes in Particular. For clarity, the following provisions govern your use of the Company's PaaS (the "PaaS"), as a Student-Athlete.

By continuing to use the PaaS, you agree as follows:

- You understand and intend that this Agreement is a legally binding agreement and the equivalent of a signed, written contract;
- You will use the PaaS in a manner consistent with applicable laws and regulations and in accordance with the terms and conditions in this Agreement as it may be amended by the Company from time to time; and
- You understand, accept, and have received this Agreement and its terms and conditions, and acknowledge and demonstrate that you can access this Agreement.

If you do not agree with the terms and conditions in this Agreement, please discontinue all further use of the PaaS.

- *The Company's License to You.* The Company grants you a single, non-exclusive, non-transferable and limited personal license to access and use the PaaS. This license is conditioned on your continued compliance with the terms and conditions in this Agreement. You may not rent, lease, lend, sell, transfer, redistribute, or sublicense the PaaS and, if you sell or otherwise transfer a device on which the application is installed to a third party, you must remove the PaaS from such device before doing so. You may not copy, decompile, reverse-engineer, disassemble, attempt to derive the source code of, modify, or create derivative works of the PaaS, any updates, or any part thereof (except as and only to the extent that any foregoing restriction is prohibited by applicable law or to the extent as may be permitted by the licensing terms governing use of any open-sourced components included with the PaaS).
- *Your License to the Company.* Any communications or material of any kind that you email, post, or otherwise transmit to the Company using the PaaS, including data, questions, comments, or suggestions (your "Communications") will become the property of the Company. You hereby grant a license to the Company to use any ideas, concepts, know-how, or techniques contained in your Communications for any purpose including, but not limited to, developing and marketing products using such information.
- *Electronic Signatures.* You agree to be bound by any affirmation, assent, or agreement you transmit to the Company using the PaaS, including but not limited to any consent you give to receive communications from the Company solely through electronic transmission. You agree that, when in the future you click on an "I agree," "I consent" or other similarly worded "button" or entry field in the PaaS, your agreement or consent will be legally binding and enforceable and the legal equivalent of your handwritten signature. Furthermore, you hereby waive any rights or requirements under any laws or regulations in any jurisdiction that require an original (non-electronic) signature or delivery or retention of non-electronic records, to the extent permitted under applicable law.
- *Use of the Company Services.* In addition to all provisions set forth elsewhere in the Terms of Service, the following requirements apply to your use of the PaaS:

- You will not collect or store personal data about other users of the PaaS absent a legitimate business use case such as recruiting through our PaaS/Website.
- You will not use the PaaS for any commercial purpose not expressly approved by the Company in writing.
- You will not upload, post, email, or otherwise transmit any material that contains viruses or any other computer code, files, or programs which might interrupt, limit, or interfere with the functionality of any computer software or hardware or telecommunications equipment.
- You will not use the PaaS when you are driving a motor vehicle, even if doing so is legally permitted in your location.

· *Security of Data Transmission and Storage.* Electronic communications using the PaaS may not always be encrypted. You acknowledge that there is a risk that data, including email, electronic communications, and personal data, may be accessed by unauthorized third parties when communicated between you and the Company or between you and other parties. Company and its affiliates, and agents are permitted, but not obligated, to review or retain your Communications. The Company may monitor your Communications to evaluate the quality of service you receive, your compliance with the Agreement, the security of the PaaS, or for other reasons. You agree that such monitoring activities will not entitle you to any cause of action or other right with respect to the manner in which the Company or its affiliates or agents monitor your Communications and enforces or fails to enforce the terms of the Agreement. In no event will the Company or any of its affiliates or agents be liable for any costs, damages, expenses, or any other liabilities incurred by you as a result of monitoring activities by the Company or its affiliates or agents.

· *Hyperlinks.* The PaaS may contain links to other third-party sites unaffiliated with the Company ("Sites"). The Company does not control such other Sites, and the Company and its affiliates and agents make no representations whatsoever concerning the content, accuracy, security or privacy of those Sites. The fact that the Company has provided a link to a Site is not an endorsement, authorization, sponsorship, or affiliation with respect to such Site, its owners or its providers. There are risks in using any information, software, or products found on the Internet, and the Company cautions you to make sure you understand these risks before retrieving, using, relying upon, or purchasing anything via the Internet. You agree that under no circumstances will you hold the Company or its affiliates or agents liable for any loss or damage caused by use of or reliance on any content, goods, or services available on other Sites.

· *Trademarks and Copyrights.* The Website and PaaS is owned by the Company or its affiliates or agents, and is protected by United States copyright laws and international treaty provisions. All content, trademarks, services marks, trade names, logos, and icons are proprietary to the Company or its affiliates or agents. Nothing contained in the PaaS or on the Website should be construed as granting, by implication, estoppel, or otherwise, any license or right to use any trademark displayed in the PaaS or on the Website without the written permission of the Company or such third party that may own the trademarks displayed in the PaaS or on the Website. Your use of the trademarks displayed in the PaaS or on the Website, or any other content in the PaaS or on the Website, except as provided herein, is strictly prohibited. Images displayed through the PaaS or on the Website are either the property of, or used with permission by the Company or its affiliates or agents. You are prohibited from using or authorizing the use

of these images unless specifically permitted under this End User Licensing Agreement. Any unauthorized use of the images may violate copyright laws, trademark laws, the laws of privacy and publicity, or other regulations and statutes.

Fees. Upon notice to you, the Company may increase any fees specified in connection with its Services. 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.

You may pay by credit card by way of the Company's third-party payment processor, Clover Connect. You agree not to file a credit or debit card chargeback with regard to any amount of fees charged in connection with the Services. Instead, you agree to abide by the dispute resolution procedures outlined herein, below.

Student-Athlete Account. By creating an online account with the Company on its Website or PaaS ("Account"), you are granted a right to use the Services provided by the Company subject to the restrictions set forth in these Terms of Service and the Privacy Policy, incorporated by reference herein. You are a "Customer" as that term is defined in the Platform Membership Agreement attached as Annex 2, which document you agree to expressly herein when you create an Account. At such time, you will be assigned an account code that is to be used by all Student-Athletes under such the University.

Our Account registration process will ask you for information including your name, email and or physical address, phone number, university, sport played, major, prior work experience etc. (hereinafter, collectively referred to as "Personal Information," as previously defined in our Privacy Policy). By registering for an Account, you warrant you are over the age of 16, and further agree to provide true, accurate, current and complete information about yourself as prompted by the registration process. You further agree that you will not knowingly omit or misrepresent any material facts or information, and that you will promptly enter corrected or updated information in your Account, or notify us in writing regarding your corrected or updated information.

We may verify your provided information, as required for your use of and access to the Services. You agree to maintain your Account solely for your own use. You agree that you will not allow another person to use your Account. We reserve the right to suspend or terminate the Account of any User who provides inaccurate, untrue, or incomplete information, or who fails to comply with the account registration requirements.

You are solely and entirely responsible for maintaining the confidentiality of your Account, and for any charges, damages, liabilities or losses incurred or suffered as a result of your failure to do so. Furthermore, you are solely and entirely responsible for any and all activities that occur under your Account, including any charges incurred relating to the Services.

The Company is not liable for any harm caused by or related to the theft of your Account, your disclosure of your Account, or your authorization to allow another person to access or use the Services using your Account. You agree to immediately notify us of any unauthorized use of your Account or any other breach of security known to you. You acknowledge that the complete

privacy of your data and messages transmitted while using the Services and/or the Website cannot be guaranteed in the event of breach.

We strive to ensure the accuracy of each Student-Athlete Account. When creating an Account on our Website/PaaS, each Student-Athlete receives a Company-generated code. If you believe another Student-Athlete is incorrectly or fraudulently registered under your Student-Athlete code or otherwise impersonating you, please provide immediate written notice to the Company. The Company will undertake reasonable due diligence measures to have the offending Student-Athlete's profile removed from the PaaS if the allegation of impersonation is verified.

Links to Third-Party Accounts. As part of the functionality of the Services, and pursuant to our Privacy Policy, which is incorporated herein, we offer you the option to link your Account with online accounts you may have with third parties such as Facebook, Google, etc. (collectively, "Third Party Accounts") by either: (i) providing your Third Party Account login information through the Services; or (ii) allowing the Company to access your Third Party Account, as is permitted under the applicable terms and conditions that govern your use of each Third Party Account.

You represent that you own and are entitled to disclose your Third Party Account login information to the Company and/or grant the Company access to your Third Party Account (including, but not limited to, for use for the purposes described herein), without breach by you of any of the terms and conditions that govern your use of the applicable Third Party Account. The Company will not pay any fees or be subject to any usage limitations imposed by such third party service providers.

By granting the Company access to any Third Party Accounts, you understand that (i) the Company may access, make available and store (if applicable) any content that you have provided to and stored in your Third Party Account (the "SNS Content") so that it is available on and through the Services via your Account, including without limitation any friend lists, and (ii) the Company may submit and receive additional information to your Third Party Account to the extent you are notified when you link your Account with the Third Party Account. Please note that if a Third Party Account or associated service becomes unavailable or the Company's access to such Third Party Account is terminated by the third party service provider, then SNS Content may no longer be available on and through the Services.

Depending on the Third Party Accounts you choose to link with the Website, and subject to the privacy settings that you have set in the Third Party Accounts, personally identifiable information that you post to your Third Party Accounts may be available on and through your Account on the Website. Depending on your privacy settings, the Company may access your contacts associated with a Third Party Account, solely for the purposes of identifying and informing you of those contacts who have also registered to use the Services and/or Website, unless you expressly tell us not to do so in writing.

Finally, you will have the ability to disable the connection between your Account and your Third Party Accounts at any time. PLEASE NOTE THAT YOUR RELATIONSHIP WITH THE THIRD PARTY SERVICE PROVIDERS ASSOCIATED WITH YOUR THIRD PARTY ACCOUNTS IS GOVERNED SOLELY BY YOUR AGREEMENT(S) WITH SUCH THIRD PARTY SERVICE PROVIDERS. The Company makes no effort to review SNS Content by any Third Party

Accounts for any purpose, including but not limited to, for accuracy, legality or non-infringement, and the Company is not responsible for any SNS Content by Third Party Accounts.

Prohibited Uses. You may use the Services and/or Website only for lawful purposes and in accordance with these Terms of Services. You agree not to use the Services and/or Website:

- Access or use the content in order to build a similar or competitive service or product.
- In any way that violates any applicable federal, state, local, or international law or regulation (including, without limitation, any laws regarding the export of data or software to and from the US or other countries).
- To engage in any other conduct that restricts or inhibits anyone's use or enjoyment of the Services and/or Website, or which, as determined by us, may harm the Company or users of the Services and/or Website, or expose them to liability.
- Use the Services and/or Website in any manner that could disable, overburden, damage, or impair the site or interfere with any other party's use of the Website, including their ability to engage in real time activities through the Website.
- Use any robot, spider, or other automatic device, process, or means to access the Services and/or Website for any purpose, including monitoring or copying any of the material on the Website.
- Use any manual process to monitor or copy any of the material on the Services and/or Website, or for any other purpose not expressly authorized in these Terms of Services, without our prior written consent.
- Use any device, software, or routine that interferes with the proper working of the Services and/or Website.
- Introduce any viruses, Trojan horses, worms, logic bombs, or other material that is malicious or technologically harmful.
- Attempt to gain unauthorized access to, interfere with, damage, or disrupt any parts of the Website, the server on which the Website is stored, or any server, computer, or database connected to the Services and/or Website.
- Attack the Services and/or Website via a denial-of-service attack or a distributed denial-of-service attack.
- Otherwise attempt to interfere with the proper working of the Website.

Termination. The Company reserves the right, in its sole discretion, to terminate your Account if you violate these Terms of Service or for any reason or no reason at any time. We may also suspend your access to the Services and/or Website, and your Account if you: (a) have violated the terms of these Terms of Service, any other agreement you have with the Company; (b) pose an unacceptable credit or fraud risk to us or Users; (c) provide any false, incomplete, inaccurate, or misleading information or otherwise engage in fraudulent or illegal conduct; or (d) for any other reason in the Company's sole discretion.

If your Account is terminated or suspended for any reason or no reason, you agree: (a) to continue to be bound by these Terms of Service; (b) to immediately stop using the Services, (c) that any licenses granted to you under these Terms of Service shall end; (d) that we reserve the right (but have no obligation) to hide or delete all of your information and account data stored on our servers, in accordance with the Privacy Policy; and (e) that the Company shall not be liable to you or any third party for termination or suspension of access to the Services or for deletion or hiding of your information or account data. You agree that the Company may retain and use

your information and account data as needed to comply with investigations and applicable law, and as indicated in the Company's Privacy Policy.

However, we will not be liable to you for compensation, reimbursement, or damages in connection with your use of the Services, or in connection with any termination or suspension of the Services. Any termination of these Terms of Service does not relieve you of any obligations to pay any Fees or costs accrued prior to the termination and any other amounts owed by you to us, as provided in these Terms of Service.

Fees/Payment Processing. Users of the Website, PaaS, and/or Services will be required to provide their credit card or bank account details to the Company or its designated third-party payment processor, Clover Connect, ("Third-Party Payment Processor") to process payment(s). The Company collects, analyzes and relays information to allow the Third-Party Payment Processor to process these payment(s).

You authorize us to process payment(s) for the Services, using the payment information you have supplied. Specifically, you will be required to provide your credit card or bank account details to the Company and/or the Third-Party Payment Processor, and/or register with the Third-Party Payment Processor to process payment(s) for the Services. You agree to provide the Company and/or the Third-Party Payment Processor with accurate and complete information about you and/or your business; and you authorize the Company to share it and any transaction information related to your use of the Services, PaaS, and/or Website with the Third-Party Payment Processor for the purpose of processing payment(s), including but not limited to the service fees owed to Company for the use of the Services, Website, and/or PaaS.

The Company reserves the right, in its sole discretion (but not the obligation), to: (i) place on hold any payment and out of pocket expenses; and/or (ii) refund, provide credits or arrange for the Third-Party Payment Processor to do so, as necessary.

If you believe a payment has been processed in error, you must provide written notice to the Company and the Third-Party Payment Processor, Clover Connect, within thirty (30) days after the date of payment specifying the nature of the error and the amount in dispute. If notice is not received by the Company and the Third-Party Payment Processor, Clover Connect, within such a thirty (30) day period, the payment will be deemed final and valid.

The Company is not liable for any losses relating to chargebacks, fraudulent charges, or other actions by any User that are deceptive, fraudulent or otherwise invalid. By using the Services, you hereby release the Company from any liability arising from fraudulent actions. You will also use best efforts to promptly notify the Company of any fraudulent actions which may affect the Services. The Company reserves the right, in its sole discretion, to terminate the account of any User that engages in, or enables any other User to engage in, fraudulent actions.

While the Company takes what it believes to be reasonable efforts to ensure secure transmission of your information to the Third-Party Payment Processor that assesses and processes payment(s), the Company is not responsible for any fees or charges assessed by third party service providers, or any errors in the processing of payment(s) by third party service providers, including any errors that result from third-party negligence, improper transmission of payment information, your mistaken submission of payment information, or your submission of erroneous payment information. Your sole recourse is with the Third-Party Payment Processor which processed the payment(s).

You herein agree that you have read and agreed to the Terms of Service and Privacy Policy of our Third-Party Payment Processor, Clover Connect, located at <https://www.clover.com/privacy-policy> and <https://www.clover.com/terms>.

Links to Other Websites. As described in the Privacy Policy, incorporated herein, the Website and/or PaaS may contain links to third-party websites that are not owned or controlled by the Company. The Company has no control over, and assumes no responsibility for, the content, privacy policies, or practices of any third-party websites. In addition, the Company will not and cannot censor or edit the content of any third-party Site. By using the Services, you expressly relieve the Company from any and all liability arising from your use of any third-party Site that is referenced or linked on our Website.

Links to this Website. We grant you a limited, non-exclusive, revocable, non-assignable, personal, and non-transferable license to create hyperlinks to the PaaS, Website and/or Services, so long as: (a) the links only incorporate text, and do not use any trademarks, (b) the links and the content on your website do not suggest any affiliation with the Company or cause any other confusion, and (c) the links and the content on your website do not portray the Company or its products or Services in a false, misleading, derogatory, or otherwise offensive matter, and do not contain content that is unlawful, offensive, obscene, lewd, lascivious, filthy, violent, threatening, harassing, or abusive, or that violate any right of any third party or are otherwise objectionable to the Company. The Company reserves the right to suspend or prohibit linking to the Website, PaaS, and/or Services for any reason, in its sole discretion, without advance notice or any liability of any kind to you or any third party.

Intellectual Property Rights. As discussed in the Company's Privacy Policy, incorporated herein, the Company owns all right, title and interest in and to the Services, the Company data and Aggregated Data, including, without limitation, all intellectual property rights therein. Subject to the limited rights expressly granted to you under this Agreement and the Privacy Policy, the Company reserves all rights, title and interest in and to the Services, the Company data and Aggregated Data, including, without limitation, all related intellectual property rights. The Company's service marks, logos and product and service names are owned by the Company. You agree not to display or use any of the Company marks in any manner without the Company's express prior written permission.

In addition, any trademarks, service marks and logos associated with a third party offering may be the property of the third-party provider, and you should consult with their trademark guidelines before using any of their marks.

Any information and data that you submit to the Website or in connection with the Services must not violate the intellectual property rights of third parties.

Finally, as specified in the Company's Privacy Policy, you grant us a license to use your customer feedback in connection with providing the Services and for general marketing purposes, unless you notify us otherwise in writing.

No Submission of Unsolicited Ideas and/or Materials. In your communications with the Company, please keep in mind that we do not seek any unsolicited ideas or materials for products or services, or even suggested improvements to products or services, including,

without limitation, ideas, concepts, inventions, or designs for music, websites, apps, books, scripts, screenplays, motion pictures, television shows, theatrical productions, software or otherwise (collectively, "Unsolicited Ideas and Materials"). Any Unsolicited Ideas and Materials you post on or send to us via the Website are deemed User Content and licensed to us as set forth below. In addition, the Company retains all of the rights held by members of the general public with regard to your Unsolicited Ideas and Materials. The Company's receipt of your Unsolicited Ideas and Materials is not an admission by the Company of their novelty, priority, or originality, and it does not impair the Company's right to contest existing or future intellectual property rights relating to your Unsolicited Ideas and Materials.

Public Forum on our Website. As indicated in our Privacy Policy, incorporated herein, our Website/PaaS offers publicly accessible message boards on your membership site to which you or other Users may contribute. Our publicly accessible message boards allows you and other Users to guest blog and post content such as videos, photos, and advertisements with respect to the Services. Posted information on our blog/public platform may be collected and used by others.

You agree not to post on our Website/PaaS any 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; (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, 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; or (viii) contains any information or content that you know is not correct and current. 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 or rights of privacy.

The Company reserves the right, but is not obligated, to reject and/or remove any User content on the blog/public forum that the Company believes, in its sole discretion, violates these provisions. We also reserve the right to block or remove any content we deem inappropriate, obscene, lewd, lascivious, filthy, violent, harassing, defamatory, libelous, tortious, illegal, threatening, or otherwise objectionable, regardless of whether it was intended to be private or public. Since we do not review all content on our Website, we cannot guarantee that we will be able to take protective measures in the event that any User posts content that violates the terms of this provision. However, when we become aware of content that we consider violates this provision (*i.e.*, is offensive or could compromise the privacy of your personal or confidential information or that of another person), we will make a good-faith, reasonable effort to block or remove such content.

The Company takes no responsibility and assumes no liability for any User content that you or any other User or third party posts or sends over the Website, or any action you take in reliance on any User content posted by another User. You shall be solely responsible for your User content and the consequences of posting or publishing it, and you agree that we are only acting as a passive conduit for your online distribution and publication of your User content.

Furthermore, you understand and agree that you may be exposed to other people's User content that may be inaccurate, objectionable, inappropriate for children, or otherwise unsuited to your purpose, and you agree that the Company shall not be liable for any damages you allege to incur as a result of exposure to such User content.

You may self-edit and/or remove the content you posted on our Website/PaaS by logging into your account. Or, to request removal of any content that you believe violates this provision or that you previously posted on our blog/community forum, please contact us at Stephanie@joinher.com. In some cases, we may not be able to remove your content, especially if it was already re-posted by another User. If this is the case, we will let you know if we are unable to do so and why in response to your request.

DMCA Notice. The Company will respond appropriately to notices of alleged copyright infringement that comply with the U.S. Digital Millennium Copyright Act ("DMCA"), as set forth below. If you own a copyright in a work (or represent such a copyright owner) and believe that your (or such owner's) copyright in that work has been infringed by an improper posting or distribution of it via the Service, then you may send us a written notice that includes all of the following:

- (i) a legend or subject line that says: "DMCA Copyright Infringement Notice";
- (ii) a description of the copyrighted work that you claim has been infringed or, if multiple copyrighted works are covered by a single notification, a representative list of such works;
- (iii) a description of where the material that you claim is infringing or is the subject of infringing activity is located that is reasonably sufficient to permit us to locate the material (please include the URL of the Website on which the material appears);
- (iv) your full name, address, telephone number, and e-mail address;
- (v) a statement by you that you have 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;
- (vi) a statement by you, made under penalty of perjury, that all the information in your notice is accurate, and that you are the copyright owner (or, if you are not the copyright owner, then your statement must indicate that you are authorized to act on the behalf of the owner of an exclusive right that is allegedly infringed); and
- (vii) your electronic or physical signature.

The Company will only respond to DMCA Notices that it receives by mail, e-mail, or facsimile at the addresses set forth in the "Notice" section of this Agreement.

It is often difficult to determine if your copyright has been infringed. The Company may elect to not respond to DMCA Notices that do not substantially comply with all of the foregoing requirements, and the Company may elect to remove allegedly infringing material that comes to its attention via notices that do not substantially comply with the DMCA.

Please note that the DMCA provides that any person who knowingly materially misrepresents that material or activity is infringing may be subject to liability.

We may send the information that you provide in your notice to the person who provided the allegedly infringing work. That person may elect to send us a DMCA Counter-Notification. Without limiting the Company's other rights, the Company may, in appropriate circumstances, terminate a repeat infringer's access to the Services, Website, and/or any other website owned or operated by the Company.

Counter-Notification. If access on the Website to a work that you submitted to the Company is disabled or the work is removed as a result of a DMCA Notice, and if you believe that the disabled access or removal is the result of mistake or misidentification, then you may send us a DMCA Counter-Notification to the addresses above. Your DMCA Counter-Notification should contain the following information:

(i) a legend or subject line that says: "DMCA Counter-Notification";

(ii) a description of the material that has been removed or to which access has been disabled and the location at which the material appeared before it was removed or access to it was disabled (please include the URL of the Website from which the material was removed or access to it disabled);

(iii) a statement under penalty of perjury that you have a good faith belief that the material was removed or disabled as a result of mistake or misidentification of the material to be removed or disabled;

(iv) your full name, address, telephone number, e-mail address, and the username of your account;

(v) a statement that you consent to the jurisdiction of the Federal District Court for the judicial district in which your address is located (or, if the address is located outside the U.S.A., to the jurisdiction of the United States District Court for the Central District of California), and that you will accept service of process from the person who provided DMCA notification to us or an agent of such person; and

(vi) your electronic or physical signature.

Please note that the DMCA provides that any person who knowingly materially misrepresents that material or activity was removed or disabled by mistake or misidentification may be subject to liability.

If we receive a DMCA Counter-Notification, then we may replace the material that we removed (or stop disabling access to it) in not less than ten (10) and not more than fourteen (14) business days following receipt of the DMCA Counter-Notification. However, we will not do this if we first receive notice at the addresses above that the party who sent us the DMCA Copyright Infringement Notice has filed a lawsuit asking a court for an order restraining the person who provided the material from engaging in infringing activity relating to the material on the Service. You should also be aware that we may forward the Counter-Notification to the party who sent us the DMCA Copyright Infringement Notice.

Data Ownership and Usage. As specified in the Company's Privacy Policy, incorporated herein, we will own all data and information generated by HCA related to the operation of the PaaS and Website that is used by HCA in an aggregate and anonymized manner, including to improve the PaaS and compile statistical and performance information related to the provision and operation of the PaaS ("Aggregated Data"), and the Privacy Policy will govern how we collect and use Personal Information that is submitted through the Services. By accessing or using the Services, Website, and/or PaaS, you agree that you have read and accept our Privacy Policy.

As explained in our Privacy Policy, we have controls in place to prevent outside parties from stealing or accessing your data and Personal Information, but they are not foolproof. Please exercise caution when disclosing any Personal Information while using our Website. We will notify one another if either of us becomes aware that your data and/or Personal Information has been compromised.

You are solely responsible for resolving disputes regarding ownership or access to your data, including those involving any current or former owners, co-owners, employees or contractors of your business. You acknowledge and agree that the Company has no obligation whatsoever to resolve or intervene in such disputes.

Personal Information. As outlined in the Company's Privacy Policy, incorporated herein, we will protect your Personal Information and disclose it only in a limited number of circumstances. We have implemented measures designed to secure your Personal Information from accidental loss and from unauthorized access, use, alteration, or disclosure. However, we cannot guarantee that unauthorized third parties will never be able to thwart those measures, or use your Personal Information for improper purposes. You acknowledge that you provide your Personal Information at your own risk.

HIPAA. Health Insurance Portability and Accountability Act ("HIPAA") imposes rules to protect certain personal health information. You should not share any protected health information, or any information that relates to the past, present or future physical or mental health or condition of an individual; the provision of health care to an individual; or the past, present or future payment for the provision of health care to an individual. The Services, PaaS, and this Website are not intended to be used to communicate protected health information, nor comply with HIPAA. If you do share any protected health information, you do so at your own risk.

Disclaimer/No Warranties. TO THE MAXIMUM EXTENT PERMITTED BY APPLICABLE LAW, THE COMPANY MAKES NO REPRESENTATIONS OR WARRANTIES OF ANY KIND, WHETHER EXPRESS, IMPLIED, STATUTORY OR OTHERWISE, AND SPECIFICALLY DISCLAIMS ALL IMPLIED WARRANTIES, INCLUDING WITHOUT LIMITATION ANY WARRANTIES OF TITLE, NON-INFRINGEMENT, MERCHANTABILITY OR FITNESS FOR A PARTICULAR PURPOSE WITH RESPECT TO THE SERVICES, PAAS, AND/OR THIS WEBSITE.

THE COMPANY DOES NOT WARRANT THAT YOUR USE OF THE SERVICES, PAAS, AND/OR THIS WEBSITE WILL BE SECURE, TIMELY, ERROR-FREE OR UNINTERRUPTED, OR THAT THE SERVICES ARE OR WILL REMAIN UPDATED, COMPLETE OR CORRECT, OR THAT THE SERVICES AND/OR WEBSITE WILL MEET YOUR REQUIREMENTS OR THAT THE SYSTEMS THAT MAKE THE SERVICES AVAILABLE (INCLUDING WITHOUT LIMITATION THE INTERNET, OTHER TRANSMISSION NETWORKS, AND YOUR LOCAL

NETWORK AND EQUIPMENT) WILL BE UNINTERRUPTED OR FREE FROM VIRUSES OR OTHER HARMFUL COMPONENTS.

THE COMPANY DOES NOT WARRANT THAT USE OF ITS SERVICES WILL RESULT IN THE EMPLOYMENT OF ANY INDIVIDUAL.

THE SERVICES, PAAS, AND WEBSITE, AND ANY PRODUCTS AND THIRD PARTY MATERIALS AFFILIATED WITH THE SAME, ARE PROVIDED ON AN "AS IS" AND "AS AVAILABLE" BASIS AND SOLELY FOR YOUR USE IN ACCORDANCE WITH THIS AGREEMENT.

ALL DISCLAIMERS OF ANY KIND (INCLUDING IN THIS SECTION AND ELSEWHERE IN THIS AGREEMENT) ARE MADE ON BEHALF OF BOTH THE COMPANY AND ITS AFFILIATES AND THEIR RESPECTIVE SHAREHOLDERS, DIRECTORS, OFFICERS, EMPLOYEES, AFFILIATES, AGENTS, REPRESENTATIVES, CONTRACTORS, LICENSORS, SUPPLIERS AND SERVICE PROVIDERS (COLLECTIVELY, THE "COMPANY PARTIES").

Indemnification. You agree to indemnify, defend, and hold harmless the Company from and against any and all third party claims alleged or asserted against any of the Company, and all related charges, damages and expenses (including, but not limited to, reasonable attorneys' fees and costs) arising from or relating to: (a) any actual or alleged breach of any provisions of this Agreement, including breach of any terms contained in the Annexes; (b) any actual or alleged violation by you, an affiliate or end user, of the intellectual property, privacy or other rights of the Company or a third party; (c) any dispute between you and another party regarding ownership of or access to your data or Personal Information submitted to the Company via its Website/PaaS; (d) and any legal action arising from a Speaking Engagement if you are a Host.

No Liability. THE COMPANY EXPRESSLY DISCLAIMS ANY AND ALL LIABILITY AND WILL NOT BE RESPONSIBLE FOR ANY DAMAGES OR LOSS CAUSED, OR ALLEGED TO BE CAUSED, BY THE TRANSMISSION OF CARDHOLDER DATA PRIOR TO ITS ENCRYPTION AND RECEIPT BY SERVER(S) OWNED OR CONTROLLED BY THE COMPANY. THE EXCLUDED DAMAGES WILL INCLUDE, WITHOUT LIMITATION, DAMAGES RESULTING FROM FRAUD, EMBEZZLEMENT, THEFT, IDENTITY THEFT, OR INVASION OF PRIVACY.

TO THE MAXIMUM EXTENT PERMITTED BY LAW, IN NO EVENT WILL THE COMPANY PARTIES' AGGREGATE LIABILITY, COLLECTIVELY, FOR ALL CLAIMS ARISING OUT OF OR RELATED TO THIS AGREEMENT, WHETHER IN CONTRACT, TORT OR OTHERWISE, EXCEED THE FEES PAID PRECEDING THE DATE OF THE INCIDENT. ALL LIMITATIONS OF LIABILITY OF ANY KIND (INCLUDING IN THIS SECTION AND ELSEWHERE IN THIS AGREEMENT) APPLY WITH RESPECT TO BOTH THE COMPANY AND THE COMPANY PARTIES.

IN NO EVENT WILL THE COMPANY HAVE ANY LIABILITY FOR ANY INDIRECT, SPECIAL, INCIDENTAL, CONSEQUENTIAL OR PUNITIVE DAMAGES, HOWEVER CAUSED, OR FOR ANY LOST PROFITS, LOSS OF USE, DATA OR OPPORTUNITIES, COST OF DATA RECONSTRUCTION, COST OR PROCUREMENT OF SUBSTITUTE GOODS OR SERVICES, WHETHER IN CONTRACT, TORT OR OTHERWISE, ARISING OUT OF, OR IN ANY WAY CONNECTED WITH THE SERVICES OR THIRD PARTY OFFERINGS, INCLUDING BUT NOT LIMITED TO THE USE OR INABILITY TO USE THE SERVICES, ANY INTERRUPTION, INACCURACY, ERROR OR OMISSION, EVEN IF THE COMPANY, ITS LICENSORS OR

SUBCONTRACTORS HAVE BEEN PREVIOUSLY ADVISED OF THE POSSIBILITY OF SUCH LOSS OR DAMAGES.

THE COMPANY EXPRESSLY DISCLAIMS ANY LIABILITY THAT MAY ARISE BETWEEN USERS RELATED TO OR ARISING FROM USE OF THE SERVICES. YOU HEREBY RELEASE AND FOREVER DISCHARGE THE COMPANY AND ITS AFFILIATES, OFFICERS, DIRECTORS, EMPLOYEES, AGENTS AND LICENSORS FROM ANY AND ALL CLAIMS, DEMANDS, DAMAGES (ACTUAL OR CONSEQUENTIAL) OF EVERY KIND AND NATURE, WHETHER KNOWN OR UNKNOWN, CONTINGENT OR LIQUIDATED, ARISING FROM OR RELATED TO ANY DISPUTE OR INTERACTIONS WITH ANY OTHER USER, WHETHER ONLINE OR IN PERSON, WHETHER RELATED TO THE PROVISION OF SERVICES OR OTHERWISE.

THE FOREGOING EXCLUSIONS OR LIMITATIONS MAY NOT APPLY TO THE EXTENT PROHIBITED BY APPLICABLE LAW.

Choice of Law. These Terms of Service and the relationship between you and the Company shall be governed by the laws of the State of Delaware without regard to its conflict of law provisions.

Dispute Resolution.

- **Informal Dispute Resolution.** We want to address your concerns without needing a formal legal case. Before filing a claim against the Company, you agree to try to resolve the dispute informally by contacting Stephanie@joinher.com. We'll try to resolve the dispute informally by contacting you through email. If a dispute is not resolved within 15 days after submission, you or the Company may bring a formal proceeding.
- **We Both Agree To Arbitrate.** You and the Company agree to resolve any disputes through final and binding arbitration, except as set forth under "Exceptions to Agreement" to Arbitrate below.
- **Opt-out of Agreement to Arbitrate.** You can decline this agreement to arbitrate by contacting Stephanie@joinher.com within 30 days of first accepting these Terms of Service and stating that you (including your first and last name) decline this arbitration agreement.
- **Arbitration Procedures:** The American Arbitration Association (AAA) will administer the arbitration under its Commercial Arbitration Rules and the Supplementary Procedures for Consumer Related Disputes. The arbitration will be held in Las Vegas, Nevada, or any other location we agree to.
- **Arbitration Fees.** The AAA rules will govern payment of all arbitration fees. The Company will pay all arbitration fees for claims less than \$75,000. The Company will not seek its attorneys' fees and costs in arbitration unless the arbitrator determines that your claim is frivolous.
- **Exceptions to Agreement to Arbitrate.** Either you or the Company may assert claims, if they qualify, in small claims court in Las Vegas, Nevada or any United States county where you live or work. Either party may bring a lawsuit solely for injunctive relief to stop unauthorized use or abuse of the Company's products or the Company Service, or infringement of intellectual property rights (for example, trademark, trade secret,

copyright, or patent rights) without first engaging in arbitration or the informal dispute-resolution process described above.

- **No Class Actions.** You may only resolve Disputes with the Company on an individual basis, and may not bring a claim as a plaintiff or a class member in a class, consolidated, or representative action. Class arbitrations, class actions, private attorney general actions, and consolidation with other arbitrations aren't allowed under this Agreement.
- **Judicial Forum for Disputes.** In the event that the agreement to arbitrate is found not to apply to you or your claim, you and the Company agree that any judicial proceeding (other than small claims actions) will be brought in the federal or state courts of Clark County, Nevada. Both you and the Company consent to venue and personal jurisdiction there. We both agree to waive our right to a jury trial.

Miscellaneous Provisions

- **Relationship of the Parties.** This Agreement does not, and will not be construed to, create any partnership, joint venture, employer-employee, agency or franchisor-franchisee relationship between you and the Company.
- **Entire Agreement.** These Terms of Service, attached Annexes and Privacy Policy referenced herein constitute the entire agreement between you and the Company concerning the subject matter herein and the use of the Services and/or Website. **They supersede any and all previous or contemporaneous agreements, written or oral, between you and the Company, including previous versions of these Terms of Service and/or Privacy Policy, with respect to the terms referenced herein. If there is a discrepancy between these Terms of Service and Privacy Policy and any offline agreements you have with the Company, the terms in the Terms of Service and Privacy Policy shall govern.**
- **Modification.** The Company reserves the right, at its sole and absolute discretion, to change, modify, add to, supplement or delete any of these Terms of Service and/or Privacy Policy, and any and all referenced and/or incorporated exhibits or policies, programs and guidelines. The Company will post the updated terms to this page and endeavor to notify you of any material changes by email, but will not be liable for any failure to do so. If any future changes to these Terms of Service and/or Privacy Policy are unacceptable to you or cause you to no longer be in compliance with these Terms of Service, you must terminate, and immediately stop using, the Services. Your continued use of the Services following any revision to these Terms of Service constitutes your complete and irrevocable acceptance of any and all such changes.
- **Assignment.** The Company may assign these Terms of Service and/or Privacy Policy in whole or part at any time. However, you may not assign, delegate or transfer this Agreement in whole or in part, without the Company's prior written consent.
- **No Waiver.** Any failure of the Company to enforce or exercise a right provided in these Terms of Service and/or the Privacy Policy is not a waiver of that right.

- **Severability.** Should any provision of these Terms of Service or attached Annexes be found invalid or unenforceable, the remaining terms shall still apply.
- **Force Majeure.** Neither Party will be liable for any failure or delay in performance under this Agreement (other than for delay in the payment of money due and payable hereunder) for causes beyond that Party's reasonable control and occurring without that Party's fault or negligence, including, but not limited to, acts of God, acts of government, flood, fire, civil unrest, acts of terror, strikes or other labor problems (other than those involving the Company's or your employees, respectively), computer attacks (by government/nation entities or otherwise) or malicious acts, such as attacks on or through the Internet, any Internet service provider, telecommunications or hosting facility. Dates by which performance obligations are scheduled to be met will be extended for a period of time equal to the time lost due to any delay so caused.
- **Electronic Communications and Signatures.** You agree to the use of electronic communication in order to enter into agreements and place orders, and to the electronic delivery of notices, policies and records of transactions initiated or completed through the Services. Furthermore, you hereby waive any rights or requirements under any laws or regulations in any jurisdiction that require an original (non-electronic) signature or delivery or retention of non-electronic records, to the extent permitted under applicable law.
- **Notices.** Any notices provided by the Company under this Agreement and/or the attached Annexes and/or the Privacy Policy may be delivered to you to the email address(es) we have on file for your Account. You hereby consent to receive notice from us through the foregoing means, and such notices will be deemed effective when sent if on a business day, and if not sent on a business day then on the next business day. Except as otherwise specified in the Agreement, any notices to the Company under this Agreement must be delivered either via email to Stephanie@joinher.com or via first class registered U.S. mail, overnight courier, to: Her Competitive Advantage, Inc., 9360 W Flamingo Road, Ste 110, Box #268, Las Vegas, Nevada.

I HEREBY ACKNOWLEDGE THAT I HAVE READ AND UNDERSTAND THE FOREGOING TERMS OF SERVICE, ANNEXES TO THE SAME, AND THE COMPANY'S PRIVACY POLICY, AND AGREE THAT MY USE OF THE SERVICES, PAAS, AND/OR WEBSITE IS AN ACKNOWLEDGMENT OF MY AGREEMENT TO BE BOUND BY THE TERMS AND CONDITIONS OF THESE TERMS OF SERVICE, ANNEXES THERETO, AND THE COMPANY'S PRIVACY POLICY, INCORPORATED HEREIN.

**Annex 1
Vendor Agreement**

**.Annex 2
Platform as a Service ("PAAS") Membership Agreement**

Annex 3