



**YOU SHOULD CAREFULLY READ THE FOLLOWING TERMS AND CONDITIONS BEFORE USING THE SERVICES. BY CREATING AN ACCOUNT AND USING THE SERVICES, YOU ARE CONSENTING TO BE BOUND BY AND ARE BECOMING A PARTY TO THIS AGREEMENT. IF YOU DO NOT AGREE TO ALL OF THE TERMS OF THIS AGREEMENT, DO NOT LOG ON OR USE THE APPLICATION.**

By continuing to use the Services, You agree as follows:

- Any information that We collect through Your use of the Services is subject to the DynaBliss [Privacy Policy](#), which is part of these Terms and Conditions;
- You are at least 18 years old or have been legally emancipated;
- You understand and intend that this Agreement is a legally binding agreement and the equivalent of a signed, written contract;
- You will use the Services in a manner consistent with applicable laws and regulations and these Terms and Conditions, as they may be amended by DynaBliss from time to time; and
- You understand, accept, and have received these Terms, and acknowledge and demonstrate that You can access these Terms at will [HERE](#) and can download or print a copy [HERE](#).

IF YOU DO NOT AGREE WITH AND ACCEPT THESE TERMS, **DO NOT LOG INTO THE APP AND IMMEDIATELY DELETE ALL FILES**, IF ANY, ASSOCIATED WITH THE ACCOMPANYING SERVICES AND MATERIALS FROM YOUR COMPUTER OR MOBILE DEVICE.

**ARBITRATION NOTICE:** EXCEPT IF YOU OPT-OUT AND EXCEPT FOR CERTAIN TYPES OF DISPUTES DESCRIBED IN THE ARBITRATION SECTION BELOW, YOU AGREE THAT DISPUTES BETWEEN YOU AND DYNABLISS WILL BE RESOLVED BY BINDING, INDIVIDUAL ARBITRATION. BY CONTINUING TO USE THE APPLICATION, AND UNLESS YOU OPT-OUT, YOU WAIVE YOUR RIGHT TO PARTICIPATE IN A CLASS ACTION LAWSUIT OR CLASS-WIDE ARBITRATION. YOU CAN OPT-OUT OF THE ARBITRATION AGREEMENT BY CONTACTING [privacy@dynabliss.com](mailto:privacy@dynabliss.com) WITHIN 30 DAYS OF ACCEPTING THESE TERMS.

## TERMS AND CONDITIONS

Effective 11/21/2019

Please note, **these Terms and Conditions (the "Terms") constitute a binding agreement between You ("You" or "Your") and DynaBliss, Inc. ("DynaBliss", "We", "Us", "Our")**. These Terms govern Your use of the DynaBliss website (the "Website") and AcuBliss™ application (the "Application" or "App") and the services available through the Website and App (collectively, the "Services"). By using or continuing to use the Services, You indicate that You have read, understand, and agree to these Terms and the DynaBliss [Privacy Policy](#). All capitalized terms not defined in these Terms are defined in the Privacy Policy.

IF YOU DO NOT UNDERSTAND THIS AGREEMENT OR DO NOT AGREE TO BE BOUND BY THESE TERMS, YOU MAY NOT USE THE SERVICES.

### SECTION 1: WHAT IS ACUBLISS™?

The Services allow You to track and manage Your and/or Your loved one's health by creating individual, personal health profiles where You can upload and store health data, forms, and prescriptions, coordinate and communicate with caregivers and treatment providers, and set reminders for appointments and medications. You may access and use the Services only in accordance with these Terms, and You agree to comply with all applicable laws, rules, and regulations, including any other policies incorporated into these Terms, such as the DynaBliss [Privacy Policy](#).

**By using the Services, You represent and warrant that You have legal authority to share Your Personal Information (as that term is defined in the Privacy Policy) with DynaBliss. Our use of the information You provide to DynaBliss via the Services is subject to the Privacy Policy in effect at the time we use it.**

**We do NOT provide medical advice**



DynaBliss provides the Services only to help You track and manage the information You share with us. THE SERVICES DO NOT CONTAIN OR CONSTITUTE, AND SHOULD NOT BE INTERPRETED AS, MEDICAL ADVICE OR OPINION. DynaBliss is not a medical professional service, and DynaBliss does not provide medical services or render medical advice. If You require medical advice or services, You should consult a medical professional.

If at any time You are concerned about Your care or treatment, or You believe that You or Your loved one has a serious or life-threatening condition, **call 9-1-1 immediately** in areas where that service is available, or go to the nearest open clinic or emergency room.

We may provide You with links to third parties that may provide You with additional services and functionality, including payment services and App training (See Privacy Policy for details), but Your use of those third parties is not governed by these Terms or the DynaBliss Privacy Policy. DynaBliss does not evaluate or warrant the accuracy or quality of third party services provided to You, and You are responsible for confirming the qualifications of any third party service provider You use.

## **SECTION 2: WHO IS ELIGIBLE TO USE THE SERVICES?**

By registering for an account and using the Services, **You represent and warrant:**

1. That You are at least 18 years old and are otherwise legally qualified to enter into and form contracts under applicable law;
2. Your registration data is true, accurate, current, and complete;
3. You will update Your registration data as needed to maintain its accuracy;
4. You are authorized to create an account (either for Yourself or another person);
5. You are legally authorized (via Power of Attorney or other) to share health information and all other information (either for You or another person) that You share with DynaBliss; and
6. You have installed and are maintaining and operating the Systems (defined below) necessary for You to access and use the Services, including the best commercially available encryption, antivirus, anti-spware, and internet security software and protection from malware browser extensions.

NOTE: THIS AGREEMENT IS VOID WHERE PROHIBITED BY LAW. DO NOT USE THE SERVICES WHERE PROHIBITED BY LAW. YOU UNDERSTAND THAT YOUR USE OF THE SERVICES MAY INVOLVE OR REQUIRE THE TRANSMISSION OF SIGNIFICANT AMOUNTS OF DATA. YOU ARE RESPONSIBLE FOR ALL DATA CHARGES THAT MAY BE CHARGED BY YOUR WIRELESS CARRIER OR INTERNET SERVICE PROVIDER OR THAT MAY OTHERWISE ARISE FROM YOUR USE OF THE SERVICES.

THE SERVICES ARE NOT INTENDED FOR URGENT OR EMERGENCY SITUATIONS. IN THE CASE OF AN EMERGENCY, YOU SHOULD CALL 911. IF THE SITUATION IS NOT AN EMERGENCY BUT YOU NEED A PROMPT RESPONSE FROM DYNABLISS, EITHER CALL DYNABLISS DIRECTLY AT 877-396-2254 OR EMAIL DYNABLISS AT [info@dynabliss.com](mailto:info@dynabliss.com).

## **SECTION 3: HOW WILL DYNABLISS TELL ME IF THEY CHANGE THESE TERMS?**

With the exception of the Arbitration Agreement included at the end of these Terms, DynaBliss reserves the right to change or modify these Terms at any time without prior notice to You. If we change or modify these Terms, we will let You know by (1) posting a new version to the Services; and (2) emailing you with notice of such changes.

If You continue to use the Services after we have let You know that we have made changes, You agree to be bound by the modified Terms. If You do not accept the changes, You should immediately stop using the Services and delete all files associated with the Services on Your computer and/or mobile device.

## **SECTION 4: WHO OWNS THE DYNABLISS SERVICES?**

DynaBliss owns the Services and all materials You access through the Services. Subject to Your compliance with these Terms, DynaBliss grants You a non-exclusive, non-sublicensable, revocable, non-transferable license to use the Services through the Website or by downloading and installing the Application. You may not use the Services for any other purpose than what is allowed under these Terms without DynaBliss's express written permission.



You may not use DynaBliss's name, trademarks, service marks, or logos, including for its product AcuBliss™ or those of third parties appearing on the Services in any advertising or publicity or to otherwise indicate DynaBliss's or such third party's sponsorship or affiliation with any product or service without express written permission from DynaBliss or such third party.

You own Your Personal Information and any other content You post on or through the Services. For us to provide You with the Services, You grant to DynaBliss a perpetual, non-exclusive, fully paid, royalty-free, transferable, sublicensable, worldwide license to use Your content for the purpose of providing the Services.

## **SECTION 5: WHAT AM I NOT ALLOWED TO DO WITH THE SERVICES?**

DynaBliss imposes certain restrictions on Your use of the Services. While using the Services, You shall not:

1. provide false, misleading or inaccurate information to DynaBliss or any other user;
2. impersonate, or otherwise misrepresent affiliation, connection or association with, any person or entity;
3. use or attempt to use any engine, software, tool, agent, or other device or mechanism (including without limitation browsers, spiders, robots, avatars, or intelligent agents) to harvest or otherwise collect information from the Website for any use, including without limitation use on third-party websites;
4. access content or data not intended for You, or log onto a server or account that You are not authorized to access;
5. violate any applicable law or regulation;
6. attempt to probe, scan, or test the vulnerability of the Services, the Website, the App, or any associated system or network, or breach security or authentication measures without proper authorization;
7. interfere or attempt to interfere with the use of the Website, the App or the Services by any other user, host or network, including, without limitation by means of submitting a virus, overloading, "flooding," "spamming," "mail bombing," or "crashing";
8. forge any TCP/IP packet header or any part of the header information in any e-mail or in any uploading or posting to, or transmission, display, performance or distribution by means of, the Services;
9. post or transmit any unsolicited advertising, promotional materials, "junk mail", "spam," "chain letters," "pyramid schemes" or any other form of solicitation;
10. avoid, bypass, remove, deactivate, impair, descramble or otherwise circumvent any technological measure implemented by DynaBliss, You, or any other third party (including another user) to protect the Services;
11. attempt to modify, reverse-engineer, decompile, disassemble or otherwise reduce or attempt to reduce to a human-perceivable form any of the source code used by DynaBliss in providing the Website or App. Any violation of this section may subject You to civil and/or criminal liability;
12. use the Services while distracted or preoccupied, such as when operating a motor vehicle, or disregard Your safety or the safety of others; or
13. encourage or enable any other individual to do any of the above.

DynaBliss is not obligated to and does not continually monitor Your use of the Services or information you communicate through the Services, however

- We may monitor Your use of the Services to ensure Your compliance with these Terms, and to respond to law enforcement or other government agencies if and when we are required to.
- DynaBliss is not responsible for Your conduct while using the Services or the information posted or communicated by any users of the Services. You agree to contact DynaBliss promptly to notify us of any inappropriate or illegal conduct or content You encounter on the Services.
- DynaBliss reserves the right to suspend or terminate Your use of the Services without notice to You if You partake in any of the prohibited uses described above.

## **SECTION 6: WHO PROTECTS MY LOGIN INFORMATION?**

Upon providing DynaBliss with your name, email address, phone number, company name, and billing information, You will create a username and password to use to access Your account. You are responsible for maintaining the confidentiality of Your password. You may not use the account, username, or password



of any other user at any time. You agree to notify DynaBliss immediately of any unauthorized use of Your account, username, and/or password. DYNABLISS WILL NOT BE LIABLE FOR ANY LOSS THAT YOU INCUR AS A RESULT OF SOMEONE ELSE USING YOUR PASSWORD, EITHER WITH OR WITHOUT YOUR KNOWLEDGE. You may be held liable for any losses incurred by DynaBliss, its affiliates, officers, directors, employees, consultants, agents, and/or its representatives due to someone else's use of Your account or password, regardless of whether You were aware of such use.

## **SECTION 7: HOW DOES DYNABLISS PROTECT MY PRIVACY?**

DynaBliss respects the information You provide to us. Please see our [Privacy Policy](#) for an explanation of the information that we collect from You and how we use Your information that is not subject to the Health Insurance Portability and Accountability Act ("HIPAA"), which is the primary federal law governing the privacy of health information. By clicking "I Agree", accessing or using the Website, App, or Services, or by downloading or uploading any content from or through the Services, You acknowledge and agree to the provisions of the Privacy Policy and affirm that the Privacy Policy is a part of these terms.

By using the Services and accepting these Terms, You acknowledge that DynaBliss will share Your Personal Information collected by the Services with Your healthcare provider, and it may be shared with others. DynaBliss is not responsible for nor liable to You or any third party for a healthcare provider's treatment of Personal Information, including any collection, use, disclosure, storage, loss, theft or misuse of Your Personal Information, whether or not such treatment violates applicable law or the healthcare provider's Notice of Privacy Practices.

By using the Services, You agree to allow DynaBliss to remotely access your computer or other device utilizing HIPAA-compliant remote support software (such as Zoom). If You choose not to allow DynaBliss to remotely access Your computer or device for remote software support, the level of software support that You will receive from DynaBliss will be limited.

**EU Citizens and GDPR:** Please see our [Privacy Policy](#) for specific information regarding Your rights under GDPR and DynaBliss's commitment to protecting those rights.

## **SECTION 8: COMPUTER EQUIPMENT AND INTERNET ACCESS**

You are responsible for obtaining, installing, maintaining and operating all software, hardware or other equipment (collectively, "Systems") necessary for You to access and use the Services. This includes, without limitation, obtaining internet services, using up to date web-browsers and the best commercially available encryption, antivirus, anti-spyware, and internet security software and protection for Your internet browser from malware browser extensions. BY ACCESSING THE SERVICES, YOU AFFIRM THAT YOU HAVE OBTAINED THESE SYSTEMS. You are responsible for the data security of the Systems used to access the Services and for the transmission and receipt of information using such Systems. We are not responsible for any errors or problems that arise from the malfunction or failure of the Internet or Your Systems.

THERE ARE ALWAYS CERTAIN SECURITY AND ACCESS AVAILABILITY RISKS ASSOCIATED WITH USING OPEN NETWORKS SUCH AS THE INTERNET, AND YOU EXPRESSLY ASSUME SUCH RISKS.

## **SECTION 9: HOW DO I OPT-OUT OF RECEIVING EMAILS FROM DYNABLISS?**

In providing the Services, You may receive periodic email communications regarding the Services which are part of the Services and which You cannot opt out of receiving. You may also receive periodic promotions and other offers or materials DynaBliss believes might be of interest to You. You can opt-out of receiving these promotional messages at any time by (a) following the unsubscribe instructions contained in each newsletter; or (b) emailing Us at [info@dynabliss.com](mailto:info@dynabliss.com).

## **SECTION 10: LINKS TO OUTSIDE THIRD-PARTY WEBSITES & SERVICES**

The Services may contain links to third-party websites or services that we do not own or control ("Third-Party Websites") (for example, Vimeo.com for training videos or Dymo.com to access printer drivers for an approved label printer). DynaBliss does not have control over, and we assume no responsibility for, the content and performance of Third-Party Websites. ACCORDINGLY, DYNABLISS DOES NOT REPRESENT, WARRANT OR ENDORSE ANY THIRD-PARTY WEBSITES, OR THE ACCURACY, CURRENCY, CONTENT, FITNESS, LAWFULNESS OR QUALITY OF THE INFORMATION, MATERIAL, GOODS OR SERVICES AVAILABLE THROUGH



THIRD-PARTY WEBSITES. DYNABLISS WILL NOT, UNDER ANY CIRCUMSTANCES, BE RESPONSIBLE OR LIABLE FOR ANY DAMAGES OR OTHER HARM, WHETHER TO YOU OR TO THIRD PARTIES, RESULTING FROM YOUR USE OF OR RELIANCE ON THIRD-PARTY WEBSITES.

YOU AGREE THAT, WHEN LINKING TO OR OTHERWISE ACCESSING OR USING A THIRD-PARTY WEBSITE, YOU ARE RESPONSIBLE FOR: (I) TAKING PRECAUTIONS AS NECESSARY TO PROTECT YOU AND YOUR COMPUTER SYSTEMS FROM VIRUSES, WORMS, TROJAN HORSES, MALICIOUS CODE AND OTHER HARMFUL OR DESTRUCTIVE CONTENT; (II) ANY DOWNLOADING, USE OR PURCHASE OF MATERIAL THAT IS OBSCENE, INDECENT, OFFENSIVE, OR OTHERWISE OBJECTIONABLE OR UNLAWFUL, OR THAT CONTAINS TECHNICAL INACCURACIES, TYPOGRAPHICAL MISTAKES AND OTHER ERRORS; (III) ANY DOWNLOADING, USE OR PURCHASE OF MATERIAL THAT VIOLATES THE PRIVACY OR PUBLICITY RIGHTS, OR INFRINGES THE INTELLECTUAL PROPERTY AND OTHER PROPRIETARY RIGHTS OF THIRD PARTIES, OR THAT IS SUBJECT TO ADDITIONAL TERMS AND CONDITIONS, STATED OR UNSTATED; (IV) ALL FINANCIAL CHARGES OR OTHER LIABILITIES TO THIRD PARTIES RESULTING FROM TRANSACTIONS OR OTHER ACTIVITIES; AND (V) READING AND UNDERSTANDING ANY TERMS AND CONDITIONS OR PRIVACY POLICIES THAT APPLY TO THOSE THIRD-PARTY WEBSITES.

## **SECTION 11: THIRD-PARTY CONTENT AND SERVICES WITHIN THE SERVICES**

Certain features, aspects, products and services offered through the Services (including our payment portal, Stripe) are provided, in whole or in part, by third parties ("Third-Party Services" as provided by "Third-Party Service Providers"). Use of Third-Party Services may be subject to additional terms and conditions. IF YOU DO NOT UNDERSTAND OR DO NOT AGREE TO BE BOUND BY THOSE ADDITIONAL TERMS AND CONDITIONS, YOU MAY NOT USE THE RELATED THIRD-PARTY SERVICES.

In the event of any inconsistency between the terms and conditions relating to Third-Party Services and the terms and conditions of these Terms, those additional terms and conditions will control with respect to such Third-Party Services. Third-Party Service Providers may collect and use certain information about You, as specified in the Third-Party Service Providers' privacy policies. Prior to providing information to any Third-Party Service Provider, You should review their privacy policy. IF YOU DO NOT UNDERSTAND OR DO NOT AGREE TO THE TERMS OF A THIRD-PARTY SERVICE PROVIDER'S PRIVACY POLICY OR TERMS AND CONDITIONS, YOU SHOULD NOT USE THE RELATED THIRD-PARTY SERVICES. DYNABLISS WILL NOT, UNDER ANY CIRCUMSTANCES, BE RESPONSIBLE OR LIABLE FOR ANY OF YOUR INFORMATION COLLECTED OR USED BY THIRD-PARTY SERVICE PROVIDERS.

## **SECTION 12: YOUR REPRESENTATIONS AND WARRANTIES**

You represent and warrant that Your use of the Services will be in accordance with these Terms and all applicable federal, state and local laws, regulations, rules ("Laws"), and DynaBliss policies and procedures. Specifically, You represent and warrant that You are legally authorized to share Personal Information (whether Yours or Your loved one's) with DynaBliss.

You also represent and warrant that You are solely responsible for any health-related information that You export or download from the Services.

## **SECTION 13: WARRANTY DISCLAIMERS & LIMITATION OF LIABILITY**

### **NO WARRANTIES**

THE SERVICES ARE PROVIDED "AS IS", WITHOUT WARRANTY OF ANY KIND, EXPRESS OR IMPLIED. DYNABLISS EXPLICITLY DISCLAIMS ANY WARRANTIES OF MERCHANTABILITY, FITNESS FOR A PARTICULAR PURPOSE, QUIET ENJOYMENT OR NON-INFRINGEMENT, AND ANY WARRANTIES ARISING OUT OF A COURSE OF DEALING OR USAGE OF TRADE. WE MAKE NO WARRANTY THAT THE SERVICES OR MATERIALS WILL MEET YOUR REQUIREMENTS OR BE AVAILABLE ON AN UNINTERRUPTED, SECURE, OR ERROR-FREE BASIS. WE MAKE NO WARRANTY REGARDING THE QUALITY OF ANY SERVICES OR MATERIALS PURCHASED OR OBTAINED THROUGH THE SERVICES OR THE ACCURACY, TIMELINESS, TRUTHFULNESS, COMPLETENESS OR RELIABILITY OF ANY CONTENT OBTAINED THROUGH THE SERVICES.

### **NO MEDICAL ADVICE**



YOU ACKNOWLEDGE AND AGREE THAT DYNABLISS IS IN NO WAY ACTING AS A MEDICAL PROVIDER AND IS NOT PROVIDING MEDICAL ADVICE OR HEALTHCARE SERVICES. THE INFORMATION, PRODUCTS, WORKFLOW, PROCESSES AND OTHER ITEMS REFERENCED BY DYNABLISS OR ITS SERVICES ARE NOT INTENDED AS A RECOMMENDATION OR ENDORSEMENT OF ANY COURSE OF TREATMENT, PROCEDURE, INFORMATION, PRODUCT OR MEDICATION. DYNABLISS DISCLAIMS ALL WARRANTIES, EXPRESS OR IMPLIED - AND SHALL HAVE NO LIABILITY OR RESPONSIBILITY - IN CONNECTION WITH ANY HEALTHCARE SERVICES, MEDICAL ADVICE, PRESCRIPTIONS OR MEDICATION RECOMMENDATIONS DELIVERED THROUGH THE SERVICE, AND YOU ACKNOWLEDGE THAT THE ULTIMATE RESPONSIBILITY FOR DIAGNOSING AND TREATING YOU RESTS WITH THE HEALTHCARE PROVIDERS TREATING YOU.

#### **YOUR RESPONSIBILITY FOR OUR LOSS OR DAMAGE**

YOU AGREE THAT YOUR USE OF THE SERVICES IS AT YOUR SOLE RISK. YOU WILL NOT HOLD DYNABLISS OR ITS THIRD-PARTY SERVICE PROVIDERS, LICENSORS OR SUPPLIERS, AS APPLICABLE, RESPONSIBLE FOR ANY LOSS OR DAMAGE THAT RESULTS FROM YOUR ACCESS TO OR USE OF THE SERVICES, INCLUDING WITHOUT LIMITATION ANY LOSS OR DAMAGE TO ANY OF YOUR COMPUTERS OR DATA. THE SERVICES MAY CONTAIN BUGS, ERRORS, PROBLEMS OR OTHER LIMITATIONS. YOU HEREBY ACKNOWLEDGE THAT A CATASTROPHIC SERVER FAILURE OR OTHER EVENT COULD RESULT IN THE LOSS OF ALL OF THE DATA RELATED TO YOUR ACCOUNT. TO SAFEGUARD YOUR DATA, DYNABLISS USES AUTOMATED BACKUP TOOLS TO PROVIDE BEST PRACTICE DATA DURABILITY, REDUNDANCY, AND SECURITY.

#### **LIMITATION OF LIABILITY**

NEITHER DYNABLISS, NOR ANY OTHER PERSON OR ENTITY INVOLVED IN CREATING, PRODUCING, OR DELIVERING THE SERVICES OR MATERIALS WILL BE LIABLE FOR ANY INCIDENTAL, SPECIAL, EXEMPLARY OR CONSEQUENTIAL DAMAGES, INCLUDING LOST PROFITS, LOSS OF DATA OR LOSS OF GOODWILL, SERVICE INTERRUPTION, COMPUTER DAMAGE OR SYSTEM FAILURE OR THE COST OF SUBSTITUTE PRODUCTS OR SERVICES ARISING OUT OF OR IN CONNECTION WITH THE USE OF OR INABILITY TO USE THE SERVICES OR MATERIALS, OR FROM ANY COMMUNICATIONS, INTERACTIONS, OR MEETINGS WITH OTHER USERS OF THE SERVICES OR OTHER PERSONS WITH WHOM YOU COMMUNICATE OR INTERACT AS A RESULT OF YOUR USE OF THE SERVICES WHETHER BASED ON WARRANTY, CONTRACT, TORT (INCLUDING NEGLIGENCE), PRODUCT LIABILITY OR ANY OTHER LEGAL THEORY, AND WHETHER OR NOT DYNABLISS HAS BEEN INFORMED OF THE POSSIBILITY OF SUCH DAMAGE.

IF YOU ARE NOT SATISFIED WITH THE SERVICES, YOU SHOULD DISCONTINUE USING THEM - **THIS IS YOUR ONLY REMEDY**. BECAUSE SOME STATES DO NOT ALLOW THE EXCLUSION OR LIMITATION OF LIABILITY FOR CONSEQUENTIAL OR INCIDENTAL DAMAGES, SOME OF THESE LIMITATIONS MAY NOT APPLY TO YOU. IN SUCH STATES, DYNABLISS'S LIABILITY IS LIMITED AND WARRANTIES ARE EXCLUDED TO THE GREATEST EXTENT PERMITTED BY LAW, BUT SHALL IN NO EVENT EXCEED \$100.00. YOU MUST BRING ANY CLAIM ARISING FROM THE USAGE OF THE SERVICES OR MATERIALS WITHIN ONE (1) YEAR OF THE EVENT FROM WHICH THE CLAIM AROSE.

#### **SECTION 14: INDEMNIFICATION**

You agree to indemnify, defend and hold harmless DynaBliss, and its affiliates, employees, officers, directors, agents, and representatives from any liability, loss, claim, suit, damage, and expense (including reasonable attorneys' fees and expenses) arising out of or in any way connected with Your access to or use of the Services, Your violation of this Agreement, or any negligent or wrongful conduct by You or related to Your account by You or any other person accessing the Services through Your account, regardless of whether You were aware of such use.

#### **SECTION 15: GOVERNING LAW**

These Terms are governed by the laws of the State of California without regard to its conflict of laws principles. The courts of the State of California have jurisdiction over any action arising under these Terms or Your use of the Services.

#### **SECTION 16: HOW AND WHEN CAN MY ACCOUNT BE TERMINATED?**

If You breach any of these Terms, we may suspend or disable Your account or terminate Your access to the Services without prior notice to You. There may be other instances where We may need to terminate Your



access to the Services that are not related to any of Your actions or inactions. We reserve the right to terminate Your access to and use of the Services and materials at any time, with or without cause.

If You wish to terminate Your account, please contact DynaBliss at [info@dynabliss.com](mailto:info@dynabliss.com), immediately discontinue Your use of the Services, and delete all files associated with the Services from Your computer.

## **SECTION 17: HOW DO I PROVIDE FEEDBACK AND WHO OWNS IT?**

We welcome and encourage You to provide us with feedback, comments, and suggestions for improvements to the Website, App, or Services ("Feedback"). You may submit Feedback by emailing us at [info@dynabliss.com](mailto:info@dynabliss.com). If You submit any Feedback to us, we will own all intellectual property rights in such Feedback and may use such Feedback for any lawful purpose.

## **SECTION 18: NOTICES**

All notices required or permitted to be given under these Terms must be in writing. DynaBliss shall give any notice by email sent to the most recent email address that You have provided to Us. You agree that any notice received from DynaBliss electronically satisfies any legal requirement that such notice be in writing. YOU ALONE ARE RESPONSIBLE FOR ENSURING THAT YOUR EMAIL ADDRESS ON FILE WITH DYNABLISS IS ACCURATE AND CURRENT, AND NOTICE TO YOU SHALL BE DEEMED EFFECTIVE UPON THE SENDING BY DYNABLISS OF AN EMAIL TO THE ADDRESS WE HAVE ON FILE.

You shall give any notice to DynaBliss by means of: (1) U.S. mail, postage prepaid, to DynaBliss, Inc., 2226 MacArthur Blvd, #27505, Oakland, California 94602; or (2) email to: [info@dynabliss.com](mailto:info@dynabliss.com). Notice to DynaBliss shall be effective upon receipt of notice by DynaBliss.

## **SECTION 19: GENERAL PROVISIONS**

If any provision of these Terms is determined to be invalid, illegal or unenforceable, the remaining provisions of these Terms remain in full force, provided that the essential terms and conditions remain valid, binding and enforceable and the economic and legal substance of the transactions contemplated by these Terms are materially preserved.

The United States export control laws regulate the export and re-export of technology originating in the United States. This includes the electronic transmission of information and software to foreign countries and to certain foreign nationals. You agree to abide by these laws and their regulations.

Nothing in these Terms creates an agency, partnership, or joint venture. Failure to enforce any provision will not constitute a waiver of that provision.

## **SECTION 20: DISPUTE RESOLUTION**

### **PLEASE READ THIS SECTION CAREFULLY AS IT AFFECTS YOUR RIGHTS**

Most user concerns can be resolved quickly and to Your satisfaction by emailing DynaBliss support at [info@dynabliss.com](mailto:info@dynabliss.com). In the unlikely event that our support team is unable to resolve a complaint You may have (or if DynaBliss has not been able to resolve a dispute it has with You after attempting to do so informally), including but not limited to any alleged breach of these Terms, You and DynaBliss agree to resolve the dispute through binding arbitration in the State of California before a single arbitrator, in accordance with the rules and procedures of the American Arbitration Association and governed by the laws of the State of California. Arbitration, which is often less expensive, faster, and less formal than a lawsuit in court, uses a neutral arbitrator instead of a judge or jury. Arbitrators can award the same damages and relief that a court can award, and may, but do not have to, award legal fees, arbitrator's fees and costs and other costs incurred by the party that does not win the dispute.

Any arbitration under these Terms will take place on an individual basis; class arbitrations and class actions are not permitted. Any arbitration will be strictly confidential and neither party will disclose to any person (other than necessary to carry out the arbitration) the existence of the dispute or any aspect of the dispute.



This agreement to arbitrate will not preclude You or DynaBliss from seeking provisional remedies in aid of arbitration, including without limitation orders to stay a court action, compel arbitration or confirm an arbitral award, from a court of competent jurisdiction. Furthermore, this agreement to arbitrate will not preclude You or DynaBliss from applying to a court of competent jurisdiction for a temporary restraining order, preliminary injunction, or other interim or conservatory relief, as necessary. THE PROPER VENUE FOR ANY ACTION PERMITTED UNDER THIS SUBSECTION REGARDING "EQUITABLE RELIEF" WILL BE THE FEDERAL AND STATE COURTS LOCATED IN CALIFORNIA; THE PARTIES HEREBY WAIVE ANY OBJECTION TO THE VENUE AND PERSONAL JURISDICTION OF SUCH COURTS.

## **SECTION 21: HOW DO I CONTACT DYNABLISS?**

DynaBliss is headquartered in Oakland, California, in the United States of America.

Specific questions and comments should be directed to the appropriate department via email to [info@dynabliss.com](mailto:info@dynabliss.com). While we make every effort to respond to emails within 1 week of receiving them, we cannot guarantee a response to every electronic communication.

You may also contact us via postal mail at:

**DynaBliss, Inc.**  
**2226 MacArthur Blvd, #27505**  
**Oakland, California 94602**