



TERMS AND CONDITIONS

Effective 08/29/2024

Welcome to www.acubliss.app and/or the AcuBliss Application (our "Platform"). These Terms and Conditions (the "Terms") constitute a legal agreement between you and DynaBliss, Inc. of 2226 MacArthur Blvd, #27505, Oakland, California 94602, USA governing the use of our Platform and our Services. We license use of our Platform to you on the basis of these Terms. We do not sell our Platform to you, and we remain the owner of our Platform at all times.

1.

About us

- a. We are DynaBliss, Inc. of 2226 MacArthur Blvd, #27505, Oakland, California 94602, USA ("DynaBliss", "we", "us", or "our").
- b. To contact us, please use privacy@dynabliss.com.
- c. These Terms were last updated on Thursday, August 29th, 2024, and are the current and valid version.
- d. The following additional terms apply to your use of our website and services and form part of these Terms:
 - i. our Privacy Policy
 - ii. our Cookie Policy
 - iii. our HIPAA Compliance Statement
 - iv. our GDPR Compliance Statement
 - v. our Data Processing Addendum
 - vi. our User Agreement
 - vii. our AI Statement and Disclaimer
- e. The AcuBliss logo as well as related marks, emblems and images are the copyright of DynaBliss, Inc. All Rights Reserved © 2024 DynaBliss, Inc.

2.

Terms of use

- a. The provisions set out in these Terms govern your access to and your use of our Platform and shall constitute a legally binding agreement between you and us. We may change such terms from time to time and shall notify you accordingly if we do. If you do not agree to such terms, you must not use our Platform.
- b. Subject to you agreeing to abide by these Terms, we hereby grant to you a revocable, non-exclusive and non-transferable license to use our Platform on these Terms.
- c. By registering for an Account, which involves providing us with certain mandatory and voluntary information as required for a successful registration and using our Platform, you agree and acknowledge that:
 - i. you have read the terms set out in these Terms and agree to be bound by and comply with them;
 - ii. you are at least 18 years old or have been legally emancipated; and
 - iii. you shall ensure that all Users of your Account abide by these Terms.
- d. You are responsible for maintaining the confidentiality of your Account and you are responsible for all activities that occur under your Account. You agree that all actions carried out by any person through your Account shall be deemed to be an act carried out by you, and you shall ensure that all persons who have access to and use your Account are authorized to



do so. We are not responsible for any loss, damage or liabilities arising as a result of or in connection with the wrongful, fraudulent or illegal use of your Account.

- e. We reserve the right to, without any notice, explanation or liability and in our sole discretion, refuse to allow you or suspend your access to our Platform or your Account at any time, or remove or edit content on our Platform or on any of our affiliated websites.
- f. We reserve the right to change, modify, suspend or discontinue any portion of the Services, our Platform or any other products, services, affiliated websites and/or other software provided by us in connection with any of the foregoing at any time. You agree that access to or operation of any of the foregoing may from time to time be interrupted or encounter technical difficulties.
- g. Save to the extent permitted by us in writing, you are not permitted to use, or submit any content to, our Platform or any of our affiliated websites to advertise, promote or market any products or services of any third party or yourself.
- h. The following additional terms also apply to your use of our Platform and form part of these Terms:
 - i. [Our Privacy Policy](#)
 - ii. [Our Cookie Policy](#)
 - iii. [Our HIPAA Compliance Statement](#)
 - iv. [Our GDPR Compliance Statement](#)
 - v. [Our Data Processing Addendum](#)
 - vi. [Our User Agreement](#)
 - vii. [Our PIPEDA Compliance Statement](#)

3. **Subscription**

- a. You become a subscriber to our Platform by completing the registration of an Account.
- b. Some Services may require payment of subscription fees and/or other ad-hoc or ancillary fees before you can access or use them ("Fees"). These Fees will be notified to you through our Platform.
- c. If you purchase a recurring subscription from us, the subscription period for your Account shall be renewed automatically at the expiry of each subscription period, until terminated successfully through our Platform. By purchasing the recurring subscription, you authorize us or our related corporations to automatically charge the Fees:
 - i. upon the commencement of your first subscription period, upon expiration of any applicable trial period or at a date otherwise indicated by us; and
 - ii.



on the renewal date of the subscription period thereafter, without any further action by you.

- d. Any Fees due in relation to your Account must be paid by their due date for payment, as notified to you through our Platform or otherwise. Failure to make timely payment of the Fees may result in the suspension or termination of your access to your Account and/or our Platform or any of the Services.
- e. Our Fees may be amended from time to time at our discretion. We will provide you reasonably advanced written notice of any amendment of recurring Fees. Your continued use of a recurring subscription will constitute acceptance of the amended Fees.
- f. You shall be responsible for any applicable taxes (including any goods and services tax) under these Terms.
- g. All payments shall be made by using the payment methods specified by us from time to time. You acknowledge and agree that you are subject to the applicable user agreement of any third party payment methods. We shall not be liable for any failure, disruption or error in connection with your chosen payment method. We reserve the right at any time to modify or discontinue, temporarily or permanently, any payment method without notice to you or giving any reason.
- h. We must receive payment in full no later than the day on which such payment is required to be paid in immediately available and freely transferable funds, without any restriction, condition, withholding, deduction, set-off or counterclaim whatsoever.
- i. Unless otherwise notified in writing by us, termination of your Account for any reason whatsoever shall not entitle you to any refund of the Fees. If you cancel your subscription to our Platform, you may continue to access your Account until the expiry of the subscription period in which the cancellation occurred.
- j. We may at our sole and absolute discretion, offer a refund of Fees for a particular subscription period where no actions have been taken in respect of your Account during that subscription period and you have notified us in writing of your intention to terminate your subscription within three (3) days of the due date for payment for that subscription period.

4. **Uploading Content to our Platform**

- a. You irrevocably and unconditionally represent and warrant that any of your content uploaded to our Platform complies with our Privacy Regime and any other applicable laws.
- b. You are fully responsible for your content uploaded to our Platform. We will not be responsible, or liable to any third party, for:
- c. the content or accuracy of any content or data uploaded by you, by us on your behalf, or any other user of our Platform; or
- d. the loss of any content or data provided to us by you. You should keep a record of all such content and data (including for the avoidance of doubt any insurance policies).
- e. We will only use the content uploaded by you for the purposes of carrying out the Services, carrying out our obligations in this Agreement and any other purpose expressly set out in this

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Agreement or otherwise agreed between us. We will not otherwise disclose or distribute the content uploaded by you, save for when required by law, a court of competent jurisdiction or any governmental or regulatory authority.

- f. We may use the content uploaded by you for the purpose of data analytics or to implement artificial intelligence or machine learning. Any such content shall be anonymized and used only for the purposes of improving the Services and our response to users of the Platform.
- g. We have the right to disclose your identity to any third party claiming that any content posted or uploaded by you to our Platform constitutes a violation of their rights under applicable law.
- h. We have the right to delete any content uploaded to our Platform if, in our opinion, it does not comply with the content standards set out in our Acceptable Use Policy.

5. **Acceptable Use Policy**

- a. You may use our Platform only for lawful purposes. You may not use our Platform:
 - i. in any way that breaches any applicable local or international laws or regulations;
 - ii. in any way that is unlawful or fraudulent, or has any unlawful or fraudulent purpose or effect;
 - iii. to send, knowingly receive, upload, download, use or re-use any material which does not comply with our content standards as set out in our prevailing terms and conditions as amended from time to time; and
 - iv. to knowingly transmit any data, send or upload any material that contains viruses, Trojan horses, worms, time-bombs, keystroke loggers, spyware, adware or any other harmful programs or similar computer code designed to adversely affect the operation of any computer software or hardware.
- b. You also agree:
 - i. not to reproduce, duplicate, copy or re-sell any part of our Platform in contravention of the provisions of our Terms; and
 - ii. not to access without authority, interfere with, damage or disrupt:
 - iii. any part of our Platform;
 - iv. any equipment or network on which our Platform is stored;
 - v. any software used in the provision of our Platform; or
 - vi. any equipment or network or software owned or used by any third party.
- c. Except as expressly set out in this Agreement or as permitted by any applicable law, you undertake:



- i. save for internal distribution amongst your employees and persons authorized by you for your internal business purposes, and any other purposes contemplated under these Terms or the Platform, not to reproduce, copy, modify, adapt, translate, publish, display, communicate, transmit, sell, exploit or use the whole or any part of any Service, our Platform or any of the contents therein for any commercial or other purposes;
- ii. not to disassemble, decompile, reverse-engineer or create derivative works based on the whole or any part of the source code of our Platform nor attempt to do any such thing, or to reproduce, display or otherwise provide access to the Services, our Platform or any of the contents therein, including but not limited to framing, mirroring, linking, spidering, scraping or any other technological means;
- iii. not to provide or otherwise make available our Platform in whole or in part (including but not limited to program listings, object and source program listings, object code and source code), in any form to any person without prior written consent from us;
- iv. to include our copyright notice on all entire and partial copies you make of our Platform on any medium;
- v. to comply with all applicable technology control or export laws and regulations; and
- vi. not to disrupt, disable, or otherwise impair the proper working of the Services, our Platform or our servers, such as through hacking, cyber-attacks (including but not limited to denial-of-service attacks), tampering or reprogramming.

6. **Intellectual Property Rights**

- a. You acknowledge that DynaBliss and AcuBliss are registered trademarks of DynaBliss, Inc.
- b. You acknowledge that all intellectual property rights in our Platform anywhere in the world belong to us, that rights in our Platform are licensed (not sold) to you, and that you have no rights in, or to, our Platform other than the right to use them in accordance with these Terms.
- c. Any intellectual property rights in content uploaded by you to our Platform shall continue to belong to you or their respective owners. You agree that you grant us a royalty-free and non-exclusive license to use, reproduce, publish and display such intellectual property rights for the purposes of performing the Services, promotional purposes, internal administrative purposes and any other purposes set out in these Terms, including for the purpose of improving the Services and our responses to users of the Platform.
- d. You acknowledge that you have no right to have access to our Platform in source code form.
- e. Save for internal distribution amongst your employees and persons authorized by you for your internal business purposes and any other purposes contemplated under these Terms or the Platform, you must not modify the paper or digital copies of any materials you have printed off or downloaded from our Platform in any way and you must not use any illustrations, photographs, video or audio sequences or any graphics separately from any accompanying text.
- f. You must not use any part of the content on our Platform for commercial purposes not specified on our Platform without obtaining a license to do so from us or our licensors.



- g. If you print off, copy or download any content on our Platform in breach of this Agreement, your right to use our Platform will cease immediately and you must, at our option, return or destroy any copies of the materials you have made.

7. **WARRANTIES**

- a. While we make all efforts to maintain the accuracy of the information on our Platform, we provide the Services, Platform and all Related Content on an “as is” and “as available” basis, unless otherwise specified in writing. We make no representations or warranties of any kind, express or implied, as to the operation of any of the foregoing, unless otherwise specified in writing.
- b. To the full extent permissible by law, we disclaim all warranties, express or implied, relating to our Platform or any Services, including but not limited to implied warranties of merchantability and fitness for a particular purpose. We do not warrant that the Services, our Platform, the Related Content, or electronic communications sent by us are free of viruses or other harmful components.
- c. You acknowledge and agree that DynaBliss is in no way acting as a medical provider with respect to any patient or any of your related parties and providers and is not providing medical advice or healthcare services. The information, products, workflow, processes and other items referenced by DynaBliss or its software 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 any patient rests with the healthcare providers treating such patient.
- d. 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.
- e. Certain functionality of the services allows you to generate documents including information in the software that require a signature. The services do not collect or store signatures, and you are responsible for collecting and storing your and your patients' legally binding signatures for the applicable documents.
- f. As part of the Services, you may communicate with AI and have access to AI generated content and information. Any information about AI Services is provided on an “as is” basis. We do not make any warranties, express or implied, as to the qualifications, quality, suitability, fitness for purpose, completeness or correctness of any AI generated content and information.
- g. The AI generated content and information is provided for general information purposes only and is not intended to constitute or substitute legal, financial or other professional advice of any kind whatsoever. The AI generated content and information is not intended or implied to be a substitute for professional advice. You are encouraged to confirm any information obtained from or through our AI services with other sources and review all information provided. Please do not disregard professional advice or delay seeking advice because of something you have read on our website or in the AI generated content and information.



- h. DynaBliss makes no representations about the suitability, reliability, timeliness, comprehensiveness and accuracy of the AI generated content and information, information, services and other content contained on our website.
- i. DynaBliss cannot guarantee that the AI generated content and information and content and the provision of the content of our website will always be correct or fault, error and virus free.
- j. DynaBliss does not accept liability for incorrect content or errors and omissions in AI generated content and information on our website or its content (whether of legal, typographical, technical, or other nature).
- k. To the full extent permissible by law, we disclaim all warranties, express or implied, relating to our website or any Services, including but not limited to implied warranties of merchantability and fitness for a particular purpose. We do not warrant that the Services, our website, the related content, or electronic communications sent by us are free of viruses or other harmful components.

8. **Technical requirements and responsibility**

- a. Users are responsible for ensuring that the technical requirements for access to and use of the respective services are met.
- b. This applies in particular to the hardware and operating system software used, the connection to the Internet, the firewall settings (if any) and the current browser software.
- c. The User shall carry out necessary and reasonable adjustment measures himself/herself and shall bear the costs for the Internet connection in order to be able to access the services.
- d. DynaBliss does not guarantee that the services offered can actually be used with the User's device.

9. **Third-Party Content and Services within the Services**

- a. 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.
- b. 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 of use, 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.
- c. The services make available third-party vendor lists of products sold by acupuncturists and other medical providers. Dynabliss is not responsible for the accuracy of such content, including, but not limited to, the ingredients, description of products, pricing,



contraindications, dosage, correlation to materia medica herb, and safety of such products. Dynabliss also provides an herbal resource to help practitioners build and prescribe formulas. Dynabliss is not responsible for the accuracy of herbs/formula information provided within the software; practitioners are responsible to know the ingredients and the safe dosage of each medicinal they prescribe.

10. **Limitation Of Liability**

- a. We are not liable for the completeness, accuracy or correctness of any information uploaded on our Platform and any Related Content. You expressly agree that your use of the Services and our Platform, including reliance on any Third-Party Advice, is at your sole risk.
- b. You agree not to use the Services, our Platform and the Related Content for any re-sale purposes, and we have no liability to you, whether in contract, tort (including negligence), breach of statutory duty, or otherwise, arising under or in connection with these Terms (including but not limited to the use of, or inability to use, the Services, our Platform or any other website or software) for:
 - i. loss of profits, sales, business, or revenue;
 - ii. business interruption;
 - iii. loss of anticipated savings;
 - iv. loss or corruption of data or information;
 - v. loss of business opportunity, goodwill or reputation; or
 - vi. any other indirect or consequential loss or damage.
- c. Nothing in these Terms shall limit or exclude our liability for:
 - i. death or personal injury resulting from our negligence;
 - ii. fraud; and/or
 - iii. any other matter in respect of which we are prohibited under applicable law from limiting or excluding our liability.
- d. These Terms set out the full extent of our obligations and liabilities in respect of the supply of the Services and our Platform. Except as expressly stated in these Terms, there are no conditions, warranties, representations or other terms, express or implied, that are binding on us. Any condition, warranty, representation or other term concerning the supply of the Services and our Platform which might otherwise be implied into, or incorporated in, these Terms whether by statute, common law or otherwise, is excluded to the fullest extent permitted by law.

11. **Indemnity**

- a. You agree to indemnify and hold us, our related corporations and our respective directors, officers, employees, agents and representatives, independent contractors, licensees,



successors and assigns harmless from and against all claims, losses, expenses, damages and costs (including but not limited to direct, incidental, consequential, exemplary and indirect damages), and reasonable legal fees, resulting from or arising out of your act, default or omission, whether in your use of our Platform, Services, and/or any websites or software in relation thereto or otherwise, and whether in respect of your breach of these Terms or any laws or regulations or otherwise.

12.

Class Action Waiver

- a. Each party agrees that the resolution of any dispute arising from the terms of this Agreement will be resolved by a separate arbitration proceeding and will not be consolidated with other disputes or treated as a class.
- b. Neither party will be entitled to join or consolidate disputes by or against others as a representative or member of a class, to act in any arbitration in the interests of the general public, or to act as a private attorney general. If any provision related to a class action, class arbitration, private attorney general action, other representative action, joinder, or consolidation is found to be illegal or unenforceable, the entire Arbitration Agreement will be unenforceable.

13.

Waiver Of Jury Trial

- a. Each of the parties hereto hereby irrevocably waives any and all right to trial by jury in any legal proceeding arising out of or related to this agreement or the transactions contemplated hereby.

14.

Other Important Terms

- a. We may transfer our rights and obligations under these Terms to another organization, but this will not affect your rights or obligations under these Terms.
- b. You may only transfer your rights or your obligations under these Terms to another person if we agree in writing.
- c. No joint venture, partnership or agency or employment relationship has arisen by reason of these Terms.
- d. These Terms and any document expressly referred to in it constitutes the entire agreement between us regarding their subject matter, and supersedes and extinguishes all previous agreements, promises, assurances, warranties, representations and understandings between us, whether written or oral, relating to that subject matter. You agree that you shall have no remedies in respect of any statement, representation, assurance or warranty (whether made innocently or negligently) that is not set out in these Terms or any document expressly referred to in it. You agree that you shall have no claim for innocent or negligent misrepresentation or negligent misstatement based on any statement in these Terms or any document expressly referred to in it.
- e. If we fail to insist that you perform any of your obligations under these Terms, or if we do not enforce our rights against you, or if we delay in doing so, that will not mean that we have waived our rights against you and will not mean that you do not have to comply with those obligations. If we do waive a default by you, we will only do so in writing, and that will not mean that we will automatically waive any later default by you.
- f.

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Each of the conditions of these Terms operates separately. If any court or competent authority decides that any of them are unlawful or unenforceable, the remaining conditions will remain in full force and effect.

- g. These Terms, its subject matter and its formation, and any other disputes or claims in connection therewith, are governed by the law of the State of California. In the event of any such disputes or claims in connection with these Terms, you agree to first engage in good faith discussions with us to resolve such dispute or claim. If such dispute or claim is not resolved within sixty (60) days, we both irrevocably submit to the exclusive jurisdiction of the courts of Oakland.

This Terms and Conditions was last updated on Thursday, August 29th, 2024