

The Soul Medic Terms of Service

Welcome to The Soul Medic, Inc., (for the purposes herein together and collectively "The Soul Medic," "we," "us," or "our"). These Terms of Service (these "Terms" or this "Agreement") govern your access to and use of The Soul Medic; including without limitation our website and online or mobile services, and software provided on or in connection with those services (collectively, the "Service(s)").

When you use the Services, these Terms constitute a binding agreement between The Soul Medic, you, and any company that you represent or with which you are affiliated ("you," or "your,"). BY COMPLETING THE ACCOUNT REGISTRATION PROCESS OR OTHERWISE USING OUR SERVICES, YOU AGREE TO BE BOUND BY THESE TERMS AND ALL OF THE TERMS ARE INCORPORATED HEREIN BY REFERENCE. YOU MUST BE BOTH: (A) AT LEAST SIXTEEN (16) YEARS OF AGE; AND (B) OF THE AGE OF MAJORITY UNDER THE LAWS OF YOUR JURISDICTION TO ENTER INTO THIS AGREEMENT. If you do not meet these qualifications or agree to these Terms, you may not access or use the Services.

The Soul Medic may modify these Terms from time to time, and modified Terms will take effect immediately upon posting to The Soul Medic Platform (as defined herein). Your continued use of the Services after modified Terms have been posted will constitute your acceptance of such modified Terms.

If you wish to receive electronic communications from The Soul Medic, you may opt-in to The Soul Medic e-mail newsletter mailing list by submitting your information to TheSoulMedic.com.

Our Services Do Not Provide Medical Advice

The information provided on and by our Services is for educational purposes only and is not intended to diagnose, treat, cure, or prevent any medical condition or disease. The content on the Services should not be used as a substitute for professional medical advice, diagnosis, or treatment. Always seek the advice of your physician or other qualified healthcare provider with any question you may have regarding a medical condition. The owners, authors, and contributors of the Services do not assume any responsibility for any personal injury or damage resulting from the use or misuse of the information provided on the Services. By using the Services, accept full responsibility for your own actions and decisions related to the use of any information provided on the Services. If you think you may have a medical emergency, call your doctor or 911 immediately.

1. Definitions

- i. "The Soul Medic Channels" means any social media channels through which The Soul Medic decides, in its sole discretion, to communicate with you.
- ii. "The Soul Medic Platform" means the The Soul Medic website, The Soul Medic mobile application and website, and The Soul Medic Channels.

2. Access to Services

The Soul Medic grants you a limited, non-exclusive, non-transferable, and revocable right to access and use the Services in accordance with these Terms. Use of The Soul Medic is offered on a monthly or yearly subscription period basis ("Subscription(s)" or "Subscription Period") which you will choose prior to making your purchase and using the Services. Both monthly and annual subscribers are entitled to full use of the Services for the length of the Subscription Period chosen. To use the Services, you must create a user account ("Account") and password using a valid

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email address. Additionally, The Soul Medic grants you the non-exclusive, non-transferable, and revocable right to access and participate in communications via The Soul Medic Channels.

3. Access from Third Party Sites

The Soul Medic may integrate with third-party software to provide you the Services. The Soul Medic has no control over third-party software we may integrate with, or over the information you have entered into or have stored on that software. The Soul Medic also does not have control over the application programming interface (“API”) for third-party software or data-sharing protocols, and you acknowledge and agree that The Soul Medic is not responsible for any lost data, errors in data or in data transmission, downtime, unavailability, or any other loss or damage that might occur from using that software or the links on or connections to that software. We recommend you review the privacy policy governing any third-party software before using it.

4. Important Financial Information; Payments; Billing; Renewal

You agree to pay The Soul Medic all charges applicable for the Services at the time such Services are ordered by you and on an on-going basis, as applicable. The Soul Medic may offer promotional free or reduced-cost trial period Subscriptions (“Trial Period(s)”) from time to time. These Terms shall apply to such Trial Periods in the same manner as the Terms apply to any Subscription Period. Any unused portion of a Trial Period will be forfeited when you purchase a Subscription to The Soul Medic, and your Subscription Period will begin at the date of such purchase. Payment for the Services will be charged to your iTunes Account when you confirm your Subscription choice and payment information. You will be charged \$14.99 per month for a monthly Subscription or a single annual fee of \$139.00 for an annual Subscription. Your Subscription Period will renew automatically within twenty-four (24) hours prior to the end of your current Subscription Period at the then-current cost, at which time your Account will be charged. If you do not wish to renew your Subscription, you must manually disable the auto-renew function no less than twenty-four (24) hours prior to the end of the current Subscription Period. The current Subscription renewal cost will be identified at the time of renewal. You may manage your Subscription by logging into your Account and accessing your “Account Settings” after your purchase after your purchase is confirmed. You are responsible for providing The Soul Medic with up-to-date information including without limitation, valid credit card numbers and contact information, at the time you order Services and within a reasonable period of time in the event such information changes. In the event that any amounts due for Services remain unpaid, or in the event that any check, ACH payment, credit card charge or online payment service is denied, returned, or refused: (i) you agree to pay, in addition to the principal amount and any applicable interest thereon, all of the bank and payment provider charges assessed against you and The Soul Medic in addition to The Soul Medic 's costs of collecting or attempting to collect, including without limitation reasonable attorney fees and expenses; and (ii) The Soul Medic may charge such remaining payment and any incidental charges against any other form of payment you have ever added to your The Soul Medic account. All transactions originating from your account are your responsibility.

The Soul Medic may change billing procedures, prices, promotions, or policies at any time without advance notice. All such changes will be posted via The Soul Medic Platform. Continued use of The Soul Medic Platform or Services constitutes your affirmation that you have read and understood such notices and agree to the terms contained therein.

5. Authority

You represent either that: (i) you are an individual entering this Agreement for your personal use and you are over 16 years of age; or (ii) you are the authorized representative of a company or

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legal entity, duly organized, validly existing, and in good standing under the laws of the jurisdiction of its organization, and that you are duly authorized to accept and execute this Agreement.

6. User Conduct; Termination

You will use the Services solely in accordance with these Terms. By accessing or using The Soul Medic Platform or the Services, you agree that you will comply with all applicable laws and regulations. The Soul Medic reserves the right at all times to disclose any information as necessary to satisfy any applicable law, regulation, legal process or governmental request. Without limitation, you will not use the Services to:

- abuse, harass, threaten, or intimidate other users or customer support personnel;
- submit or transmit any content whatsoever that is obscene or otherwise violates any law or right of any third party, that is hateful or discriminatory, or that incites violence or criminal conduct;
- attempt to impersonate another user or person;
- conduct any unlawful activity;
- solicit or obtain password, account, or private information from any user;
- conduct or promote unauthorized advertising, solicitations, or “spam;”
- use, reproduce, perform, display, distribute, reverse engineer, or prepare derivative works of any content, without authorization, that belongs to or is licensed to The Soul Medic, or that originates from the Services, or that belongs to another The Soul Medic user or to a third party, or that violates or infringes any third-party intellectual property rights; or
- upload, post, transmit, or make available any content or other material that contains software viruses, or any other malicious computer code designed to interrupt or limit the functionality of the Services.

By agreeing to these Terms or accessing The Soul Medic Platform, you assume full liability for any content that is in violation of the Terms set forth herein. In addition, The Soul Medic reserves the right to suspend, terminate, or cancel your Account and any access to all information on The Soul Medic Platform, or any other means of communication used by The Soul Medic, including without limitation, The Soul Medic Channels, for violation of these Terms, in The Soul Medic’s sole discretion.

Upon such termination, you agree to immediately pay The Soul Medic any accrued and unpaid amounts related to Services. Any accrued rights, remedies, obligations, or liabilities will not be affected including without limitation The Soul Medic 's right to claim damages in respect of any breach of these Terms or The Soul Medic 's right to indemnification by you under these Terms. In addition, any provisions of these Terms that expressly, or by implication, have effect after termination will continue in full force and effect.

The Soul Medic retains the right to retain your information following termination of your Account as required by applicable regulations and The Soul Medic 's internal policies in order to comply with our legal and reporting obligations, resolve disputes, enforce our agreements, complete any outstanding transactions, and for the detection and prevention of fraud.

7. Trademarks and Copyrights

The name “The Soul Medic” and all other The Soul Medic marks, logos, taglines, custom graphics, and button icons (collectively, “Marks”) appearing on The Soul Medic Platform or the Services are service marks, trademarks, or trade dress of The Soul Medic. You may not use such marks without the prior written consent of The Soul Medic. All other trademarks, product names, company names, and logos used on The Soul Medic Platform or Services, if any, are the property of their respective owners.

All software, audiovisual content, and audible-only content on the Services, the selection and arrangement thereof, and the compilation of all content on the Services (collectively, "The Soul Medic Content") and together with Marks, "The Soul Medic Proprietary Information") are the exclusive intellectual property of The Soul Medic and are protected by U.S. and international copyright laws.

If you are a copyright owner or an agent thereof and believe that any content on the Services infringes upon your copyrights, you may submit a notification to The Soul Medic pursuant to the Digital Millennium Copyright Act in accordance with our takedown policy recited in Section 1515 herein.

8. Proprietary Rights; Limited License

As between you and The Soul Medic, The Soul Medic exclusively owns all right, title, and interest in and to the Services, The Soul Medic Platform, and The Soul Medic Proprietary Information, including the intellectual property rights contained therein. The Soul Medic will have a royalty-free, worldwide, transferable, sublicensable, irrevocable, perpetual license to use or incorporate into the Services any suggestions, enhancement requests, recommendations, or other feedback provided by you, relating to the operation of the Services. Your use of the Platform does not grant you ownership of any content, code, data, or materials you may access on or through The Soul Medic Platform. You may access and view the content on The Soul Medic Platform, and you may use such content for your personal use only. Unless otherwise noted herein or on The Soul Medic Platform, use of The Soul Medic Platform is strictly for your personal, non-commercial use.

9. Privacy Policy; Cookies

The Soul Medic cares about and respects your privacy. Take the time to read The Soul Medic's privacy policy ("Privacy Policy") found here: <https://TheSoulMedic.com/PrivacyPolicy> so you can see how we use any information we receive. You acknowledge that when you download, install, or use The Soul Medic Platform, The Soul Medic may use automatic means (including, for example, cookies and web beacons) to collect information about your device and about your use of The Soul Medic Platform. You also may be required to provide certain information about yourself as a condition to downloading, installing, or using The Soul Medic Platform or certain of its features or functionality, and The Soul Medic Platform may provide you with opportunities to share information about yourself with others. The Soul Medic will employ commercially reasonable measures to protect such personally identifiable information you enter into the Services. If you object to your information being transferred or used in this way, then you must not use The Soul Medic Platform. By downloading, installing, using, and providing information to or through The Soul Medic Platform, you consent to all actions taken by us with respect to your information in compliance with the Privacy Policy.

10. Using Your Account

Each registered user must register for their own Account and may not have more than one Account. You will provide accurate information when you sign up to use the Services and will keep your account information up to date. You will also use your real name, or the legal name of the entity you represent, use your own email address, or one that you have permission to use, and you will not let anyone else use your account. You are solely responsible for all activity on your account and agree that you will take reasonable care to safeguard your passwords and access to your account from unauthorized users. Neither the Terms nor your use of the Services create any agency, partnership, joint venture, employment, or franchisee relationship between you and The Soul Medic. The Soul Medic retains the right to close or suspend your account in whole or in part, and to terminate your use of its Services at its discretion and without notice. You

may terminate your account with The Soul Medic at your discretion. Any outstanding amounts due to The Soul Medic related to your account after termination will be due at the time of termination.

11. Posting to The Soul Medic Channels

When you post communications to The Soul Medic Channels, you represent and warrant that you are in accordance with the terms of service of each third-party provider, and well as the terms listed herein. The Soul Medic reserves the right to terminate your access to the Services and The Soul Medic Platform, in its sole discretion, if you are found to be in violation of the terms set forth herein.

12. Indemnification; Class Action Waiver

To the fullest extent permitted by applicable law, you agree to indemnify, defend, and hold harmless The Soul Medic, its employees, officers, directors, contractors, consultants, agents, representatives, affiliates, successors, and assigns from and against all actual or alleged third-party claims, damages, awards, judgments, losses, liabilities, obligations, penalties, interest, fees, costs, and expenses including without limitation reasonable attorney's fees, accruing to The Soul Medic as a result of your misuse of The Soul Medic Platform, including without limitation the Services provided under these Terms . You further agree to indemnify, defend, and hold harmless The Soul Medic from and against all actual and alleged damages to property or personal injury, that are caused by, arise out of or are related to (a) your use or misuse of the Services, (b) your violation of these Terms, and (c) your violation of the rights of a third party, including without limitation another user. You agree to promptly notify The Soul Medic of any third-party claims and cooperate with The Soul Medic and its employees, officers, directors, contractors, consultants, agents, representatives, affiliates, successors, and assigns in defending such claims. You further agree that The Soul Medic shall have control of the defense or settlement of any third-party claims, in its sole discretion.

In exchange for The Soul Medic's provision of the Services and your payment for those Services, you hereby waive the right to bring or participate in any class action lawsuit against The Soul Medic and its affiliates (which will include any party controlling, controlled by or in common control with The Soul Medic, or any of The Soul Medic's employees, directors or officers).

13. Disclaimer of Warranty

You will have sole responsibility for conducting your use of the Services responsibly and legally. Your use of the Services and any information obtained through or from The Soul Medic will be at your own risk. The Services, and the content contained therein, are provided on an "AS IS" and "AS AVAILABLE" basis without warranties or conditions of any kind, either express or implied. You acknowledge and agree that The Soul Medic exercises no control over, and accepts no responsibility for content other than such content as described herein and owned wholly by The Soul Medic. THE SOUL MEDIC MAKES NO WARRANTIES OF ANY KIND, EITHER EXPRESS OR IMPLIED, INCLUDING WITHOUT LIMITATION WARRANTIES OF TITLE, NON-INFRINGEMENT, MERCHANTABILITY, OR FITNESS FOR A PARTICULAR PURPOSE, NOR ANY WARRANTIES IMPLIED BY A COURSE OF PERFORMANCE, COURSE OF DEALING, OR USAGE OF TRADE. The Soul Medic may exercise no editorial control over content posted to the Services. Additionally, The Soul Medic will not monitor any content that is uploaded to The Soul Medic Channels, but reserves the right to employ automated processes that will screen for and remove such content uploaded to The Soul Medic Channels that is in direct violation of these Terms set forth herein. The Soul Medic will not be liable for any loss of any kind from any action taken or taken in reliance on material or information, contained on the Services. The Soul Medic

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cannot and does not represent or warrant that the Services, content, or our servers are free of viruses or other harmful components. We cannot guarantee the security of any data that you disclose online. You accept the inherent security risks of providing information and dealing online over the internet and will not hold The Soul Medic responsible for any breach of security unless it is due to our gross negligence. The Soul Medic makes no warranties that the Services will be uninterrupted or error-free or that any results obtained from the use of Services will be accurate or reliable. The Soul Medic expressly disclaims any liability arising in connection with any content posted to the Services. No oral or written information given by The Soul Medic will create any warranty, nor may you rely on such information or advice.

14. Limitation of Liability

To the fullest extent permitted by law, neither The Soul Medic, nor its officers, directors, employees, shareholders, or agents will be liable for any consequential, indirect, incidental, special, or punitive damages, or loss of profits, revenue, data, or use by you or any third party, whether in an action in contract, tort, strict liability, or other legal theory. The Soul Medic will not be liable to you or any third party for any loss or damages that result or are alleged to have resulted from the use of or inability to use the Services, or that result from mistakes, omissions, interruptions, deletion of files, loss of data, errors, viruses, defects, delays in operations or transmission, or any failure of performance, whether or not limited to acts of nature, communications failure, theft, destruction, or unauthorized access to The Soul Medic's records, programs, equipment, or services, or any other condition whatsoever.

Notwithstanding anything to the contrary in these Terms, The Soul Medic's maximum liability under these Terms for all damages, losses, costs, and causes of actions from any and all claims will not exceed the actual dollar amount paid by you for the portion of Services that gave rise to such claims during the three (3) month period prior to the date the damage or loss occurred or the cause of action arose.

The Services may contain links to third-party websites not under The Soul Medic's control or ownership, or you may elect to use a third party's services or product in order to use the Services. Your access to all third-party services will be at your own risk.

15. Copyright, Content, and DMCA Takedown Policy

You may not submit any content that infringes or violates the personal, copyright, or intellectual property rights (including without limitation privacy and publicity) of any person or entity. Pursuant to Title 17, United States Code, Section 512(c)(2) or for any other claim of copyright infringement, you hereby agree that notifications of claimed copyright infringement be sent by certified mail to:

The Soul Medic, Inc.
3463 Pine Ridge Road #101 Naples, FL 34109
Attention: Copyright Agent

For copyright infringement notices, your notice must meet all requirements of the Digital Millennium Copyright Act ("DMCA") (described below). We will only remove content in response to DMCA notices that contain all of the following:

- a. a statement that you have identified content on the Services that infringes your copyright or the copyright of a third party on whose behalf you are entitled to act;
- b. a description of the copyright work(s) that you claim have been infringed;
- c. a description of the content that you claim is infringing and the service URL(s) where such content can be located;

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- d. your full name, address, telephone number, and a valid email address through which you can be contacted, and your username if you have one;
- e. a statement by you that you have a good faith belief that the disputed use of the material is not authorized by the copyright owner, its agent, or the law; and
- f. a statement by you that the information in your notice is accurate and that you are authorized to act on behalf of the owner of the exclusive right that is allegedly infringed.

In addition, if you wish for your notice to be a notice of alleged copyright infringement pursuant to the United States Digital Millennium Copyright Act 17 U.S.C. s. 512(c), please also include the following information:

- a. with respect to the statement that you are authorized to act on behalf of the owner of the exclusive right that is allegedly infringed, confirmation that such statement is made under penalty of perjury; and
- b. your electronic or physical signature (which may be a scanned copy).

The Soul Medic will process any notice of alleged infringement which it receives and will take appropriate action as required by the Digital Millennium Copyright Act, 17 U.S.C. 512(c)(3) or other applicable copyright law. U.S. law provides significant penalties for submitting such a statement falsely.

In The Soul Medic's sole discretion, persons who repeatedly submit infringing or unlawful material will be prohibited from accessing the Services. If you discover any content that you believe to be in violation of your trademark or other intellectual property rights, please report this to The Soul Medic by mail to the physical address above or at Support@TheSoulMedic.com. In all other cases, if you discover content that infringes any or violates any of your other rights, which you believe is defamatory, pornographic, obscene, racist, or otherwise liable to cause widespread offense, or which constitutes impersonation, harassment, spam, or otherwise violates these Terms or applicable law, please report this to The Soul Medic by mail to the physical address above or by email at Support@TheSoulMedic.com.

16. Governing Law; Arbitration.

This Agreement will be governed by the laws of the State of Florida, without regard to choice of laws provisions, no matter where in the world you live. In the event of a dispute arising out of this Agreement, the Parties will attempt to resolve any dispute by negotiation between the parties, in The Soul Medic's sole discretion. If they are unable to resolve the dispute, The Soul Medic may commence mediation or binding arbitration through the American Arbitration Association, or other forum mutually agreed to by the Parties. Judgment on the award rendered by the arbitrator may be entered into in any court having jurisdiction thereof. Any other disputes hereunder will be resolved before the courts of competent jurisdiction seated in or proximal to Collier County, Florida. All remedies available hereunder will be cumulative and not in lieu of any others.

17. Assignment

You do not have the right to assign this Agreement without the prior written consent of The Soul Medic. The Soul Medic may assign this Agreement without notice to you. This Agreement will be binding on the parties and their successors and permitted assigns.

18. Entire Agreement; Severability; Survival

This Agreement represents the entire agreement between the parties, and supersedes all previous and contemporaneous representations, understandings, and agreements, if any, express or implied, whether written or oral. If any provision of this Agreement is held by a court of

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competent jurisdiction to be invalid, unenforceable, or void, the remainder of this Agreement will remain in full force and effect. Sections hereof that by their nature should survive termination hereof will so survive.

By accepting these Terms, you are also accepting the The Soul Medic Privacy Policy and Data Processing Addendum, which is included by reference in these Terms of Service. The Data Processing Addendum defines The Soul Medic's specific legal obligations under the data protection laws of the European Union and your agreement with respect to the terms governing the processing of your personal data.

For customers located in the European Union, your acceptance of the Terms of Service, Privacy Policy and the Data Processing Addendum will be by separate acknowledgement. You may also request an acknowledgement or separate PDF copy of the Terms of Use, Privacy Policy and the Data Processing Agreement by contacting our customer support via chat, email, or phone, as available.