



ShinNa Foundation

Terms and Conditions

These ShinNa Foundation Terms and Conditions (“**Agreement**”) set forth the terms and conditions under which ShinNa Foundation (“**ShinNa Foundation**”) will provide access to its website and services, including without limitation, educational content, consulting services, online courses and webinars, whether provided through ShinNa Foundation’s website or otherwise (the “**Services**”) to you. Services will be mutually agreed upon by you and ShinNa Foundation. The Agreement sets forth the terms and conditions under which you may Use (as defined herein) the Services.

THIS AGREEMENT GOVERNS YOUR USE OF THE SERVICES MADE AVAILABLE BY SHINNA FOUNDATION. BY PURCHASING, ORDERING AND/OR OTHERWISE USING THE SERVICES, YOU AGREE TO THE TERMS OF THIS AGREEMENT AND THAT YOU ARE AN ADULT. AN “ADULT” IS A PERSON OF LEGAL AGE WHO CAN ENTER INTO A CONTRACT IN THE STATE AND COUNTRY IN WHICH YOU RESIDE. BY AGREEING TO THESE TERMS, YOU REPRESENT AND WARRANT THAT YOU ARE AN ADULT, AND THAT YOU WILL BE RESPONSIBLE FOR ENSURING THAT ANY CHILD AUTHORIZED BY YOU TO USE AND ACCESS THE SERVICES DOES SO IN ACCORDANCE WITH THESE TERMS. SHINNA FOUNDATION RESERVES THE RIGHT, AT ITS SOLE DISCRETION, TO CHANGE OR MODIFY PORTIONS OF THIS AGREEMENT AT ANY TIME. ANY SUCH CHANGES WILL BECOME EFFECTIVE NO EARLIER THAN FOURTEEN (14) DAYS AFTER THEY ARE POSTED, EXCEPT THAT CHANGES ADDRESSING NEW FUNCTIONS OF THE SERVICES OR CHANGES MADE FOR LEGAL REASONS WILL BE EFFECTIVE IMMEDIATELY. YOUR CONTINUED USE OF THE SERVICES AFTER THE DATE ANY SUCH CHANGES BECOME EFFECTIVE CONSTITUTES YOUR ACCEPTANCE OF THE NEW TERMS. IN ADDITION, WHEN USING CERTAIN SERVICES, YOU WILL BE SUBJECT TO ANY ADDITIONAL TERMS APPLICABLE TO SUCH SERVICES THAT MAY BE POSTED ON THE SERVICE FROM TIME TO TIME.

1. LICENSE GRANT; SERVICES GENERALLY

- 1.1. **License Grant.** The Services and any content viewed through your use of the Services, is solely for your personal and non-commercial use. Subject to all limitations and restrictions contained herein, ShinNa Foundation grants you a nonexclusive, non-sublicensable, and non-transferable right to use the Services as intended and set forth herein and the applicable Documentation (“**Use**”). Upon termination or expiration of this Agreement for any reason, you will cease all use of the Services. ShinNa Foundation reserves all rights in the Services not

expressly granted. You agree that your license of the Services is neither contingent on the delivery of any future functionality nor dependent on any comments made by ShinNa Foundation or its representatives regarding future functionality or features. For purposes of this Agreement, “**Documentation**” means any manuals, training materials, guides, and other materials provided by ShinNa Foundation.

- 1.2. **Company Restrictions.** Except as expressly permitted under this Agreement, you shall not transfer, license, assign, distribute, translate, reverse engineer, decompile, disassemble, or modify the Services or Confidential Information (as defined herein), duplicate the Services or Confidential Information or portions thereof, or allow any third party to do any of the foregoing. Further, you shall not: (i) directly or indirectly: sell, rent, lease, transfer, assign, or exploit the Services, other than as expressly provided herein; (ii) copy any features, functions, look and feel or graphics of the Services, unless permitted herein or in the Documentation; or (iii) interfere with the integrity or performance of the Services. ShinNa Foundation may revoke your license at any time in its sole discretion. Upon such revocation, you must promptly destroy all content downloaded or otherwise obtained through the Services, as well as copies of such materials, whether made in accordance with this Agreement or otherwise.
- 1.3. **Provision of Services.** You and ShinNa Foundation will mutually agree upon the Services to be provided. ShinNa Foundation will devote such time to the performance of the Services as it deems reasonable, in its sole discretion. The timing and manner of the delivery of the Services will be mutually agreed upon by ShinNa Foundation and you.
- 1.4. **Third Parties.** ShinNa Foundation shall have the right to use third parties (“**Subcontractors**”) in performance of its obligations and Services hereunder.
- 1.5. **Registration Obligations.** You may be required to register with ShinNa Foundation in order to access and use certain features of the Services. If you choose to register for the Services, you agree to provide and maintain true, accurate, current and complete information about yourself as prompted by the Services’ registration form. If you are under 13 years of age, you are not authorized to use the Services, with or without registering. In addition, if you are under 18 years old, you may use the Services, with or without registering, only with the approval of your parent or guardian.
- 1.6. **Modification of Services.** ShinNa Foundation reserves the right to modify or discontinue, temporarily or permanently, the Services (or any part thereof) with or without notice. You agree that ShinNa Foundation will not be liable to you or to any third party for any modification, suspension or discontinuance of the Services.
- 1.7. **Medical Disclaimer.** ShinNa Foundation does not provide medical advice. ShinNa Foundation only provides general information regarding health and wellness through its Services. You acknowledge and agree that the Services are not intended to be, and will not be used as, a substitute for medical treatment by a health care professional. You agree to consult your healthcare provider before initiating any wellness practices, and follow your provider’s advice accordingly. You also acknowledge and agree to accept the inherent risks and dangers in participating in new or strenuous health and wellness exercises. You agree that ShinNa Foundation will not be liable for any injury, loss, or damages arising from your access or practice of the Services’ health or wellness content.

2. PAYMENT

- 2.1. **Fees.** You shall pay ShinNa Foundation the applicable fees for each Service within the time frame specified by ShinNa Foundation.
- 2.2. **Fee Changes.** Fees may be unilaterally amended by ShinNa Foundation from time to time, upon thirty (30) days’ advance notice to Client.

- 2.3. **Cancellation.** With respect to Services that consist of individual sessions with ShinNa Foundation, you may reschedule such sessions with 48 hours' notice to ShinNa Foundation, with no fee. Sessions canceled with less than 48 hours' notice cannot be refunded. Classes cannot be rescheduled or refunded for missed attendance.
- 2.4. **No-Refund Policy.** You acknowledge and agree that you shall not be entitled to any reimbursement or refund of any portion of the fees paid to ShinNa Foundation.
- 2.5. **Late Fees.** If payment is not received when due, ShinNa Foundation reserves the right to, in addition to taking any other action at law or equity, to (i) charge interest on past due amounts at one and a half percent (1.5%) or the highest interest rate allowed by law, whichever is less, and to charge all expenses of recovery (including reasonable attorneys' fees), (ii) suspend your access to the Services until overdue amounts are paid in full, including any interest assessed on the overdue amounts, and (iii) terminate this Agreement and your access to the Services.
- 2.6. **Taxes.** The license, service fees, and other amounts required to be paid hereunder do not include any amount for taxes or levy (including interest and penalties). You shall reimburse ShinNa Foundation and hold ShinNa Foundation harmless for all sales, use, VAT, excise, property or other taxes or levies which ShinNa Foundation is required to collect or remit to applicable tax authorities. This provision does not apply to ShinNa Foundation's income or franchise taxes, or any taxes for which you are exempt, provided you have furnished ShinNa Foundation with a valid tax exemption certificate.

3. OWNERSHIP

- 3.1. **Reservation of Rights.** You irrevocably acknowledge that, subject to the licenses granted herein, you have no ownership interest in the Services, any online courses and webinars or educational content provided through the Services or any other ShinNa Foundation materials, including Documentation. ShinNa Foundation shall own all right, title, and interest in such Services, educational content and other ShinNa Foundation materials, subject to any limitations associated with intellectual property rights of third parties. ShinNa Foundation reserves all rights not specifically granted herein. Any result or creation derived from Use of the Services is ShinNa Foundation's property. You agree that no proprietary materials created in connection with this Agreement are "works made for hire" as that term is used in connection with the U.S. Copyright Act. To the extent that, by operation of law, you own any intellectual property rights in such proprietary materials, you hereby irrevocably assign and transfer to ShinNa Foundation all rights, title and interest in such proprietary materials. Notwithstanding any other term of this Agreement, ShinNa Foundation shall have a paid-up, royalty-free, worldwide, transferable, sublicensable, irrevocable, perpetual license to use and exploit any ideas, suggestions, enhancement requests, recommendations or feedback provided by you relating to the Services.
- 3.2. **Data.** You shall own all data that you provide to ShinNa Foundation under this Agreement, subject to the rights of third parties ("**Your Data**"). You represent and warrant you have acquired all rights and consents to disclose Your Data to ShinNa Foundation, including without limitation, for the uses set forth herein. You hereby grant to ShinNa Foundation a perpetual, non-exclusive, worldwide, sublicensable, transferable license to use Your Data for the purposes of: (i) providing the Services; (ii) improving the Services; (iii) creating new products and/or services; and (iv) ShinNa Foundation's internal business purposes. Nothing in this Agreement shall preclude ShinNa Foundation from using in any manner or for any purpose it deems necessary, the know-how, techniques, or procedures acquired or used by ShinNa Foundation in the performance of Services hereunder. ShinNa Foundation owns and shall continue to own all right, title and interest in and to all aggregate or anonymized data and any statistical information, benchmarking, comparison, and other analytics or analyses created or developed by ShinNa Foundation from performance and usage data generated through your use of the Services

(collectively, “**Aggregate Data**”). Aggregate Data will be reasonably de-identified by ShinNa Foundation.

- 3.3. **Retention Policy.** You acknowledge that ShinNa Foundation may establish general practices and limits concerning use of the Services, including without limitation the maximum period of time that data or other content will be retained by the Services. You agree that ShinNa Foundation has no responsibility or liability for the deletion or failure to store any data or other content. You further acknowledge that ShinNa Foundation reserves the right to change these general practices and limits at any time, in its sole discretion, with or without notice.
- 3.4. **Third Party Materials.** Under no circumstances will ShinNa Foundation be liable in any way for any content or materials of any third parties (including users), including, but not limited to, for any errors or omissions in any content, or for any loss or damage of any kind incurred as a result of the use of any such content. You acknowledge that ShinNa Foundation will have the right (but not the obligation) in its sole discretion to refuse or remove any content that is available via the Services. Without limiting the foregoing, ShinNa Foundation will have the right to remove any content that violates this Agreement or is deemed by ShinNa Foundation, in its sole discretion, to be otherwise objectionable. You agree that you must evaluate, and bear all risks associated with, the use of any content, including any reliance on the accuracy, completeness, or usefulness of such content.
- 3.5. **THIRD PARTY WEBSITES.** The Services may provide, or third parties may provide, links or other access to other sites and resources on the Internet. ShinNa Foundation has no control over such sites and resources and ShinNa Foundation is not responsible for and does not endorse such sites and resources. You further acknowledge and agree that ShinNa Foundation will not be responsible or liable, directly or indirectly, for any damage or loss caused or alleged to be caused by or in connection with use of or reliance on any content, events, goods or services available on or through any such site or resource. Any dealings you have with third parties found while using the Services are between you and the third party, and you agree that ShinNa Foundation is not liable for any loss or claim that you may have against any such third party.
- 3.6. **CONDITIONS OF USE.** You are solely responsible for all code, video, images, information, data, text, software, music, sound, photographs, graphics, messages or other materials (“content”) that you upload, post, publish or display (hereinafter, “upload”) or email or otherwise use via the Services. ShinNa Foundation reserves the right to investigate and take appropriate legal action against anyone who, in its sole discretion, violates this provision, including without limitation, removing the offending content from the Services, suspending or terminating the account of such violators and reporting you to the law enforcement authorities. You agree to not use the Services to:
 - 3.6.1. Email or otherwise upload any content that (i) infringes any intellectual property or other proprietary rights of any party; (ii) you do not have a right to upload under any law or under contractual or fiduciary relationships; (iii) contains software viruses or any other computer code, files or programs designed to interrupt, destroy or limit the functionality of any computer software or hardware or telecommunications equipment; (iv) poses or creates a privacy or security risk to any person; (v) constitutes unsolicited or unauthorized advertising, promotional materials, commercial activities and/or sales, “junk mail,” “spam,” “chain letters,” “pyramid schemes,” “contests,” “sweepstakes,” or any other form of solicitation; (vi) is unlawful, harmful, threatening, abusive, harassing, tortious, excessively violent, defamatory, vulgar, obscene, pornographic, libelous, invasive of another’s privacy, hateful racially, ethnically or otherwise objectionable; or (vii) in the sole judgment of ShinNa Foundation, is objectionable or which restricts or

- inhibits any other person from using or enjoying the Services, or which may expose ShinNa Foundation or its users to any harm or liability of any type;
- 3.6.2. interfere with or disrupt the Services or servers or networks connected to the Services, or disobey any requirements, procedures, policies or regulations of networks connected to the Services;
- 3.6.3. violate any applicable local, state, national or international law, or any regulations having the force of law;
- 3.6.4. impersonate any person or entity, or falsely state or otherwise misrepresent your affiliation with a person or entity; solicit personal information from anyone under the age of 18;
- 3.6.5. harvest or collect email addresses or other contact information of other users from the Services by electronic or other means for the purposes of sending unsolicited emails or other unsolicited communications;
- 3.6.6. advertise or offer to sell or buy any goods or services for any business purpose that is not specifically authorized;
- 3.6.7. further or promote any criminal activity or enterprise or provide instructional information about illegal activities; or
- 3.6.8. obtain or attempt to access or otherwise obtain any materials or information through any means not intentionally made available or provided for through the Services.
- 3.7. **DISPUTES BETWEEN USERS.** You agree that you are solely responsible for your interactions with any other user in connection with the Services and ShinNa Foundation will have no liability or responsibility with respect thereto. ShinNa Foundation reserves the right, but has no obligation, to become involved in any way with disputes between you and any other user of the Services.
- 3.8. **TERMINATION.** You may terminate this Agreement upon written notice to ShinNa Foundation. You agree that ShinNa Foundation, in its sole discretion, may suspend or terminate your account (or any part thereof) or use of the Services and remove and discard any content within the Services, for any reason, including, without limitation, for lack of use or if ShinNa Foundation believes that you have violated or acted inconsistently with the letter or spirit of this Agreement. Any suspected fraudulent, abusive or illegal activity that may be grounds for termination of your use of Services, may be referred to appropriate law enforcement authorities. ShinNa Foundation may also in its sole discretion and at any time discontinue providing the Services, or any part thereof, with or without notice. You agree that any termination of your access to the Services under any provision of this Agreement may be effected without prior notice, and acknowledge and agree that ShinNa Foundation may immediately deactivate or delete your account and all related information and files in your account and/or bar any further access to such files or the Service. Further, you agree that ShinNa Foundation will not be liable to you or any third party for any termination of your access to the Services. Termination of this Agreement shall not limit ShinNa Foundation from pursuing other remedies available to it, including injunctive relief, nor shall such termination relieve your obligation to pay all fees that have accrued or are otherwise owed by you under this Agreement.
- 3.9. **CONFIDENTIALITY**
 - 3.9.1. **Definition. “Confidential Information”** includes all confidential or proprietary information disclosed by ShinNa Foundation, and generally not publicly known, whether tangible or intangible and in whatever form or medium provided, as well as any information generated by a party that contains, reflects, or is derived from such information.
 - 3.9.2. **Confidentiality of Service.** You may use ShinNa Foundation’s Confidential Information solely in connection with the Services and pursuant to the terms of this Agreement.

3.9.3. Ownership of Confidential Information. Nothing in this Agreement shall be construed to convey any title or ownership rights to the Services or other Confidential Information to you or to any patent, copyright, trademark, or trade secret embodied therein, or to grant any other right, title, or ownership interest to the ShinNa Foundation Confidential Information. You shall take every reasonable precaution to prevent the theft, disclosure, and the unauthorized copying, reproduction or distribution of the Confidential Information.

3.9.4. Non-Disclosure. You agree at all times to keep strictly confidential all Confidential Information belonging to ShinNa Foundation.

3.9.5. Injunctive Relief. You acknowledge that any unauthorized disclosure or use of the Confidential Information would cause ShinNa Foundation imminent irreparable injury and that ShinNa Foundation shall be entitled to seek, in addition to any other remedies available at law or in equity, temporary, preliminary, and permanent injunctive relief in the event the other party does not fulfill its obligations under this Section.

3.10. REPRESENTATIONS; WARRANTY

3.10.1. Authorized Representative. You warrant that you have the right to enter into this Agreement and that the Agreement shall be executed by an authorized representative of each entity.

3.10.2. Security of Account. You may never use another's account, and you may not provide another person with the username and password to access your account. You should maintain control over all of the devices that are used to access the Services. If you fail to maintain control of a device, other users may access the Services through your account and may be able to access certain of your account information. You are fully responsible for any and all activities that occur under your password or account, and it is your responsibility to ensure that your password remains confidential and secure. You agree to (i) immediately notify ShinNa Foundation of any unauthorized use of your password or account or any other breach of security, and (ii) ensure that you exit from your account at the end of each session when accessing the Services. ShinNa Foundation will not be liable for any loss or damage arising from your failure to comply with this Section

3.11. DISCLAIMER OF WARRANTIES.

3.11.1. Not Therapy. You understand that the Services provided are not therapy or any type of medical or mental health treatment, and are not being rendered as a substitute for mental or physical health treatment or therapy if needed, and do not prevent, cure, or treat any mental disorder or medical disease. ShinNa Foundation will not diagnose or prescribe treatment plans for mental disorders (as defined by the American Psychiatric Association), or any other medical disorder, physical or otherwise. The Services are not a substitute for psychotherapy, psychoanalysis, mental health care, substance abuse treatment, or other medical or professional advice by legal, medical or other qualified professionals. You are ultimately responsible for taking the initiative regarding your own health. ShinNa Foundation will not have any liability for you implementing any of ShinNa Foundation's recommendations.

3.11.2. Client Initiative. Each Client Party is solely responsible for creating and implementing his or her own physical, mental and emotional well-being, decisions, choices, and actions, whether or not arising out of the Services rendered to Client hereunder. ShinNa Foundation is not responsible for any decision, choice or action that is made by the Client Party.

3.11.3. Existing Care. If a Client Party is currently under the care of a medical or mental health professional, it is recommended that such person consult with their medical and/or mental health professionals prior to engaging in any activities pursuant to ShinNa

Foundation's recommendations. ShinNa Foundation is not responsible to remind Client Party to consult their medical and/or mental health professionals in accordance with this Section."

- 3.11.4. Not Accredited Educational Institution.** You agree and acknowledge that ShinNa Foundation is not a licensed or accredited educational institution, and is not subject to any rules or regulations of any government or private educational institution, governing body, licensing board, or other educational regulatory mechanism.
- 3.11.5. Limited Expectation of Privacy.** You understand and agree that there is no expectation of privacy in respect to any group activity in which you engage as part of or as a result of the Services.
- 3.11.6. Informational Only.** You acknowledge and agree that you are not relying on any statement or warranty not expressly provided herein with respect to the Services. You acknowledge and agree that any information from the Services is informational only and should not be your sole basis for any actions or omissions. You are solely responsible for your use of the Services and ensuring the accuracy of Your Data.
- 3.11.7. As Is.** YOUR USE OF THE SERVICES IS AT YOUR SOLE RISK. THE SERVICES ARE PROVIDED ON AN "AS IS" AND "AS AVAILABLE" BASIS. EXCEPT AS OTHERWISE EXPRESSLY PROVIDED HEREIN, SHINNA FOUNDATION EXPRESSLY DISCLAIMS ALL WARRANTIES OF ANY KIND, WHETHER EXPRESS, IMPLIED OR STATUTORY, INCLUDING, BUT NOT LIMITED TO THE IMPLIED WARRANTIES OF MERCHANTABILITY, FITNESS FOR A PARTICULAR PURPOSE, TITLE AND NON-INFRINGEMENT.
- 3.11.8. No Warranties.** SHINNA FOUNDATION MAKES NO WARRANTY THAT (I) THE SERVICES WILL MEET YOUR REQUIREMENTS, (II) THE SERVICES WILL BE UNINTERRUPTED, TIMELY, SECURE, OR ERROR-FREE, (III) THE RESULTS THAT MAY BE OBTAINED FROM THE USE OF THE SERVICES WILL BE ACCURATE OR RELIABLE, OR (IV) THE QUALITY OF ANY PRODUCTS, SERVICES, INFORMATION, OR OTHER MATERIAL PURCHASED OR OBTAINED BY YOU THROUGH THE SERVICES WILL MEET YOUR EXPECTATIONS. SHINNA FOUNDATION IS UNDER NO OBLIGATION TO UPDATE ANY INACCURACY OR OMISSION IN THE SERVICES.
- 3.12. INDEMNITY.** To the fullest extent permitted by law, you agree to release, indemnify and hold ShinNa Foundation and its affiliates and their officers, employees, directors and agent harmless from any from any and all losses, damages, expenses, including reasonable attorneys' fees, rights, claims, actions of any kind and injury (including death) arising out of or relating to your use of the Services, your connection to the Services, your violation of this Agreement or your violation of any rights of another. If you are a California resident, you waive California Civil Code Section 1542, which says: "A general release does not extend to claims which the creditor does not know or suspect to exist in his favor at the time of executing the release, which if known by him must have materially affected his settlement with the debtor." If you are a resident of another jurisdiction, you waive any comparable statute or doctrine.
- 3.13. LIMITATION OF LIABILITY**

 - 3.13.1. Liability Cap.** IN NO EVENT SHALL SHINNA FOUNDATION BE LIABLE UNDER ANY THEORY OF LIABILITY, WHETHER IN AN EQUITABLE, LEGAL, OR COMMON LAW ACTION ARISING HEREUNDER FOR CONTRACT, STRICT LIABILITY, INDEMNITY, TORT (INCLUDING NEGLIGENCE), OR OTHERWISE, FOR DAMAGES WHICH, IN THE AGGREGATE, EXCEED \$100.
 - 3.13.2. Disclaimer of Damages.** IN NO EVENT SHALL SHINNA FOUNDATION BE LIABLE FOR ANY SPECIAL, INCIDENTAL, INDIRECT, EXEMPLARY, PUNITIVE, OR CONSEQUENTIAL DAMAGES OF ANY KIND AND HOWEVER CAUSED INCLUDING,

BUT NOT LIMITED TO, BUSINESS INTERRUPTION, LOSS OF DATA, DATA ACCURACY, OR LOSS OF PROFITS, BUSINESS OPPORTUNITIES, OR GOODWILL EVEN IF NOTIFIED OF THE POSSIBILITY OF SUCH DAMAGE, AND NOTWITHSTANDING THE FAILURE OF ESSENTIAL PURPOSE OF ANY REMEDY.

3.14. MISCELLANEOUS

- 3.14.1. No Waiver.** ShinNa Foundation's acceptance of fees with knowledge of any default by you or waiver by ShinNa Foundation of any breach of any term or condition of this Agreement shall not constitute a waiver of subsequent breaches. Failure to require compliance or to exercise any right shall not be construed as a waiver by ShinNa Foundation of said term, condition, and/or right, and shall not affect the validity or enforceability of any other provision of this Agreement.
- 3.14.2. Compliance with Laws.** You agree to comply with all applicable laws, regulations, and ordinances relating to its performance under this Agreement.
- 3.14.3. Assignment.** This Agreement may not be assigned, in whole or in part, by you to any third party without the prior written consent of ShinNa Foundation. Any such attempted assignment shall be null and void. ShinNa Foundation may freely assign this Agreement without your prior consent.
- 3.14.4. Survival.** The provisions of this Agreement which by their nature should survive termination will survive termination.
- 3.14.5. Notices.** ShinNa Foundation may give notice by means of a notification on the Services, electronic mail to your email address that ShinNa Foundation has on file, or by written communication sent by first class mail or pre-paid post to your address on file with ShinNa Foundation. You may give notice to ShinNa Foundation at any time by letter sent by e-mail to info@shinnafoundation.org. All notices shall be deemed to have been given twenty-four (24) hours after sending by e-mail or other electronic means. Any notice of material breach shall clearly define the breach including the specific contractual obligation that has been breached.
- 3.14.6. Force Majeure.** ShinNa Foundation shall not be liable to you for any delay or failure of ShinNa Foundation to perform its obligations hereunder if such delay or failure arises from any cause or causes beyond the reasonable control of ShinNa Foundation. Such causes shall include, but are not limited to, acts of God, floods, fires, loss of electricity or other utilities, or delays by you in providing required information or materials or performing any other requirements hereunder.
- 3.14.7. Non-Solicitation.** You agree not to, directly or indirectly, separately or in association with others, (i) interfere with, impair, disrupt or damage ShinNa Foundation's relationship with any third party, including without limitation, any employee or independent contractor, (ii) solicit any employee or independent contractor, or (iii) cause others to solicit or encourage any ShinNa Foundation employee or independent contractor, to discontinue their employment or service relationship with ShinNa Foundation. You agree not to, directly or indirectly, separately or in association with others, interfere with, impair, disrupt or damage ShinNa Foundation's relationship with any current, past, or prospective client. The restrictions set forth in this Section shall apply for a period of three (3) years after the termination of this Agreement.
- 3.14.8. Non-Disparagement.** You shall not make or publish to any third party, or allow or cause any other person or entity to make or publish to any third party, any untrue, derogatory or disparaging statements about ShinNa Foundation, pertaining to the relationship between the parties, including with respect to this Agreement. The foregoing shall not be violated by truthful statements in response to legal process, required governmental testimony or

filings, or administrative or arbitral proceedings (including, without limitation, depositions in connections with such proceedings).

- 3.14.9. Emergency medical care authorization.** If you are unable to be consulted about emergency medical care, you authorize ShinNa Foundation and its owners, agents, contractors and employees to obtain medical help on your behalf. This authorization includes but is not limited to permission to call 911, to authorize emergency medical care by appropriately licensed personnel and transport to and treatment by the nearest appropriate facility.
- 3.14.10. Release Of Information To Law Enforcement/Probation/Parole.** You hereby authorize and release ShinNa Foundation with respect to any disclosure of information about you to any law enforcement agency, probation and/or parole department, any other government and/or healthcare entity, to the extent ShinNa Foundation is required by law or reasonably determines that such disclosure is necessary or proper. Without limitation, the disclosure of your confidential information may be required by law if there is a reasonable suspicion of child abuse or abuse of anyone age 65 or older or dependent adult, if there is a reasonable suspicion that you present a danger of violence to others or is likely to harm yourself unless protective measures are taken, or in accordance with a legal proceeding.
- 3.14.11. No Other Relationship.** Nothing in this Agreement shall be construed to create any employment relationship, partnership or other venture between ShinNa Foundation and you. Neither party shall have the authority whatsoever to bind the other party to any agreement or other matter without the prior written approval of an authorized representative of the such party. Neither party shall become liable or have any obligation whatsoever by reason of any representation, act or omission to the contrary.
- 3.14.12. No restrictions on relationships.** ShinNa Foundation is not a therapy, medical or licensed educational provider and is not bound by any regulation or licensing related to those services, and as such does not place any restrictions on the nature or type of relationship between service provider and client, including within and outside of Services being provided. The nature of relationship between service provider and client is solely at the discretion of the parties involved. You may have any type of relationship including spiritual, friendship, student teacher, romantic or sexual, or business with anyone at ShinNa Foundation, including another client, service provider, employee or contractor and any relationship they choose to have is a private matter between them. ShinNa Foundation is not responsible for any relationship you choose to have outside of solely the Services being provided.
- 3.14.13. Further Acts.** Each party shall execute and deliver all such further instruments, documents and papers, and shall perform any and all acts necessary to give full force and effect to all of the terms and provisions of this Agreement.
- 3.14.14. Entire Agreement.** This Agreement constitutes the entire agreement between the parties regarding the subject matter hereof and supersedes all proposals and prior discussions and writings between the parties with respect thereto.
- 3.14.15. No Waiver.** No failure or delay in enforcing any right or exercising any remedy will be deemed a waiver of any right or remedy.
- 3.14.16. Severability and Reformation.** Each provision of this Agreement is a separately enforceable provision. If any provision of this Agreement is determined to be or becomes unenforceable or illegal, such provision shall be reformed to the minimum extent necessary in order for this Agreement to remain in effect in accordance with its terms as modified by such reformation.

Choice of Law; Venue. THIS AGREEMENT SHALL BE GOVERNED AND INTERPRETED BY THE LAWS OF THE STATE OF MICHIGAN WITHOUT REGARD TO THE CONFLICTS OF LAW PROVISIONS OF ANY STATE OR JURISDICTION. THE PARTIES AGREE THAT ANY LITIGATION ARISING BETWEEN THE PARTIES IN RELATION TO THIS AGREEMENT SHALL BE INITIATED AND MAINTAINED IN THE STATE OR FEDERAL COURTS HAVING JURISDICTION OVER WASHTENAW COUNTY, MICHIGAN, AND THE PARTIES HEREBY IRREVOCABLY SUBMIT TO EXCLUSIVE JURISDICTION OVER VENUE OF SUCH COURTS.

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