



## Terms of Use (Psychologist)

### Session Sync Terms of Use

You are electing to join Session Sync to access a communication platform for delivery of psychotherapy/psychological services as a licensed psychologist via videoconference over the Internet.

Please read the following important terms and conditions (“Terms”) carefully. These Terms govern your access to and use of the communication platform offered by Session Sync, Inc. for psychotherapy/psychological services (“Services), and constitute a binding legal agreement between you, as a user of the Services, and Session Sync Inc. (“Session Sync,” “we”, “us” or “our”).

**IMPORTANT:** Treatment Providers at Session Sync are exclusively licensed psychologists (“Psychologists”) who have an active license in the state(s) listed on their profile. Psychologists listed on Session Sync set their own fees for services and have no financial interest in Session Sync.

### Applicability of These Terms

Your access to and use of the Services is conditioned on your compliance with these Terms. By becoming a registered user and/or accessing and/or using the Services, the Site, or any portion of the Services or the Site, you agree to be bound by these Terms and all applicable laws and regulations governing the Services. If you do not agree with these Terms, you are not authorized to access or use the Services for any purpose. Additional terms and conditions applicable to specific areas of the Site or to particular transactions are also posted in particular areas of the Site and, together with these general Terms, govern your use of those areas. If you do not agree with any of these additional terms and conditions, you are not authorized to access or use those areas of the Site.

### Our Services

Session Sync includes, without limitation, the following services:

- (a) the facilitation of video and text communications between patients and Psychologists,
- (b) the provision of appointment scheduling and reminders, and other services related to telepsychology including psychotherapy/psychological services for patients and Psychologists, and
- (c) the provision of customizable documentation templates and other e-documents
- (d) the provision of independent fee setting and patient payment before a session begins
- (e) the provision of a customizable landing page to market your services

(f) the provision of other information about Session Sync and our products and services through our website, <https://www.SessionSync.com> (the “Site”).

THE SERVICES DO NOT INCLUDE THE PROVISION OF MEDICAL CARE, MENTAL HEALTH SERVICES, OR OTHER LICENSED PROFESSIONAL SERVICES BY SESSION SYNC. Rather, Session Sync is a technology provider that facilitates access to, and the billing and payment of, psychotherapy/psychological services (provided by independent licensed psychologists) through the Session Sync platform. While the founders of Session Sync will broadly market the Site, Session Sync is not a matching service and does not guarantee caseload or patient flow. Marketing efforts and caseload management is the sole responsibility of each user.

PSYCHOLOGISTS USING THE SESSION SYNC PLATFORM TO PROVIDE SERVICES ARE NOT THE EMPLOYEES OR AGENTS OF SESSION SYNC. Each Psychologist is responsible for obtaining patient informed consent for any mental health service(s) including but not limited to treatment, assessment and/or evaluation, including without limitation, consent to use telepsychology in the course of any consultation conducted through the Services, to the extent such consent is required by applicable state law.

A webcam-enabled device (e.g., computer, laptop, tablet, cell phone, etc.) and secure Internet connection are required to provide Services.

You agree, confirm and acknowledge that you are aware of the fact that in some cases, the care offered through the Service may not be a full and complete substitute for a face-to-face session.

#### **Eligibility Requirements to Access Member Portions of the Site**

Access to certain portions of the Site and/or certain Content is restricted to registered users of our Services and their authorized representations.

#### **Payment Policies**

ALL FEES ARE ESTABLISHED INDEPENDENTLY BY EACH LICENSED PSYCHOLOGIST, NOT BY SESSION SYNC. Patients agree to pay all fees for Services, and they authorize automatic deduction of applicable fees from the payment account they designate in their Session Sync user profile.

The full fee of the scheduled service is charged 24 hours before the time of the scheduled appointment. The video session will not begin until payment has been processed. If a patient fails to cancel or reschedule an appointment at least 24 hours in advance they will be charged a missed appointment fee equal to the fee the patient would have paid for the scheduled service. If a psychologist cancels an appointment less than 24 hours before the time of the scheduled appointment, a full refund of the amount paid by the patient will be refunded to the patient.

A portion of each charge is provided to Session Sync Inc. as payment for its technological services, overhead, administrative support and other corporate costs and fees, including transaction fees for credit card usage which increase both in cost and exposure to Session Sync as Psychologist session fees charged to patients increase.

The session fee minus the above-referenced payment to Session Sync is direct deposited into the Psychologist’s bank account.

There are no upfront costs for Psychologists to use Session Sync, however, a webcam-enabled device (e.g., computer, laptop, tablet, cell phone, etc.) and Internet connection are required to provide Services.

Regardless of insurance reimbursement, payment for Service is required at the time of each appointment.

### **Registered User Accounts**

In order to access the member-only portions of the Services, you must provide us with your first and last name, your license number(s) and state(s) of licensure, an official form of photo identification for identity verification purposes such as a driver's license, state identification card or passport, and a current, valid email address so that we may contact you. By creating an Account, you agree to keep your email address updated.

There is no guarantee that you will be accepted or maintained as a registered user. Session Sync may elect to verify your license status. While there are no productivity requirements with Session Sync, complete inactivity for more than 30 days may result in an alert to Session Sync management and continued inactivity may result in termination of Site access.

When you register, you will be asked to choose a password. You are responsible for safeguarding and maintaining the confidentiality of your password and you agree not to disclose your password to any third party. You will be solely responsible for any activities or actions taken under your Account, whether or not you have authorized such activities or actions. You agree to notify us immediately if you know or suspect that any unauthorized person is using your password or your Account (for example, your password has been lost or stolen, someone has attempted to use the Services through your account without your consent or your Account has been accessed without your permission). We strongly recommend that you take reasonable measures to protect the security of your account, such as by choosing a strong password.

You agree that the information that you provide to us, including during registration and in any information you upload to your Session Sync online profile maintained by or through the Services, will be true, accurate, current, and complete. This information includes, but is not limited to, name, license(s), address, phone number(s), email addresses, payment information, and account numbers. Changes can be made in your user profile and you are solely responsible for the accuracy and completeness of your information. By creating an Account, you expressly consent to the use of: (a) electronic means to complete these Terms and to provide you with any notices given pursuant to these Terms; and (b) electronic records to store information related to these Terms or your use of the Services. Session Sync cannot and will not be liable for any loss or damage arising from your failure to comply with the above requirements.

### **Psychologist Profiles**

As part of Session Sync's telepsychology platform, Session Sync provides profile pages (i.e., a landing page) for Psychologists to enable them to post relevant information about their education, training, experience, and areas of focus/specialization. You agree to provide accurate and complete information for your Session Sync profile, to periodically review such information, and to update information that you provide as needed. Please refer to our Privacy Policy for more information.

Psychologists are solely and exclusively responsible for the content of their respective profiles, and Session Sync expressly disclaims any and all liability for the content of the Psychologist profiles, including, without limitation, the accuracy or reliability of any information contained therein. You agree that Session Sync is not responsible for assessing the validity or accuracy of any of the information you, the user, posts.

Psychologists may add electronic progress notes to their Session Sync account or personal records after consultations with patients.

### **Patient Profile**

Registered patients also create Session Sync profiles that are established and maintained by the registered user. This allows the Psychologist(s) to communicate securely with patients about their care. Correspondence via secure messaging may include appointment dates and times, history, symptoms, current conditions, medications, etc.. All of the information contained in a Session Sync profile will be maintained in accordance with our Terms and our Privacy Policy. Patients agree to provide accurate and complete information for their Session Sync profile, to periodically review such information, and to update information as needed. Please refer to our Privacy Policy for more information.

It is the patient's responsibility to confirm the accuracy of any third party information uploaded to their Session Sync profile.

IT IS THE OBLIGATION OF THE PSYCHOLOGIST AND SESSION SYNC TO USE AND DISCLOSE ANY INFORMATION INCLUDED IN A PATIENT'S SESSION SYNC PROFILE IN ACCORDANCE WITH APPLICABLE STATE AND FEDERAL LAWS, INCLUDING, WITHOUT LIMITATION, OBTAINING ANY CONSENTS OR AUTHORIZATIONS THAT MAY BE REQUIRED FOR INFORMATION TO BE SHARED WITH THIRD PARTIES.

PSYCHOTHERAPY/PSYCHOLOGICAL SESSIONS ARE NOT AUDIO/VIDEO RECORDED UNLESS EXPRESSLY DISCUSSED WITH THE PATIENT AND WRITTEN AUTHORIZATION TO RECORD IS COLLECTED. ALL OTHER COMMUNICATIONS TRANSMITTED THROUGH THE SERVICES, INCLUDING WITHOUT LIMITATION SESSION SYNC'S SECURE MESSAGING PLATFORM, MAY BE ACCESSED FOR TECHNICAL ASSISTANCE OR TRAINING PURPOSES UPON USER REQUEST OR AS NEEDED. SIMILARLY, ALL MESSAGES TRANSMITTED THROUGH SESSION SYNC'S SECURE MESSAGING PLATFORM ARE SAVED AND BECOME PART OF THE SESSION SYNC PROFILE.

### **Responsibility for Your Care; Verifying Credentials of Psychologists**

Mental health care is solely the responsibility of the patient and their Psychologist. Under the Services, mental health advice and services are provided exclusively by Psychologists. Session Sync supports Psychologists by providing them with a limited license to our Session Sync intellectual property rights, including our patent pending inventions, trade secrets, copyrights, trademarks, service marks, trade dress and proprietary and confidential information, access to Session Sync's technology platform, and administrative services. However, under the Services, exclusive control and responsibility for the delivery of mental health services is reserved to Psychologists.

All Psychologists using Session Sync represent that they are qualified and lawfully able to provide professional services. However, Session Sync is not responsible for credentialing Psychologists, makes no representation regarding the accuracy of Psychologists' credentials, and expressly disclaims any liability for fraudulent credentials or claims by Psychologists. In addition, changes in a Psychologists's

professional status could occur between the time we perform an initial credential check and the time a patient selects a Psychologist. We recommend that patients separately confirm that their Psychologist is in good standing with his or her respective licensing board(s).

### **Use of the Services by Children or Dependent Persons**

The provision of telepsychology psychotherapy/psychological services by Psychologists through Session Sync may be available for use by children or dependent persons, but the registered user for all patients under the age of 18 or deemed legally dependent, must be the patient's parent or legal guardian. If someone registers as the parent or legal guardian on behalf of a minor or dependent person, they agree to be fully responsible for complying with all Terms and our Privacy Policy.

### **Privacy**

When you use the Services, Session Sync will collect certain personally identifiable information from you as set forth in more detail in our Privacy Policy. When you use the Services, Session Sync has access to your usage of the Services as you send and receive Content (as defined below), however Session Sync may only access this content for technical assistance or training purposes upon user request or as needed. A Business Associate Agreement (BAA) is available on SessionSync.com for download. As part of providing you the Services, we may need to provide you with certain communications, such as appointment reminders, service announcements and administrative messages. These communications are considered part of the Services and your Account, which you may not be able to opt out from receiving.

Secure electronic messaging directly on the SessionSync.com website is preferred to standard email, but under specific circumstances, email communication may take place between you and Session Sync (e.g., appointment reminders, account set-up instructions, etc.). When corresponding with patients, you may receive email notifications of new messages that require you to log in to Session Sync's secure website to read message content.

You should consider that standard email might not be a secure means of communication. There is some risk that any PHI contained in email may be disclosed to, or intercepted, printed, or stored by, unauthorized third parties. Session Sync cannot ensure the security or confidentiality of messages sent by email.

Please note that where psychologists are required to maintain patient records, each psychologist using Session Sync is responsible for the proper storage and maintenance of their patients' records. PROPER STORAGE AND MAINTENANCE OF PROTECTED HEALTH INFORMATION (PHI), INCLUDING CLINICAL NOTES AND RECORDS, IS THE RESPONSIBILITY OF THE PSYCHOLOGIST USING SESSION SYNC ACCORDING TO HIS OR HER RESPECTIVE LICENSING BOARD(S).

Phone contact may be used to pre-screen patients, to cancel, schedule or reschedule appointments or for other reasons deemed appropriate by the Psychologist User. Registered patients who have provided their contact information have agreed to these Terms of Service, and give consent to the Session Sync Psychologist to leave voice messages at the phone number(s) provided.

## **User Supplied Material**

If you supply any comments, information, or material via the Site, you represent and warrant to us that you have the legal right to supply such material and that it will not violate any law or the rights of any person or entity. Except for any individually identifiable health information you submit to us, all information or material you supply to us through the Site shall be deemed and shall remain our property, and you hereby assign to Session Sync all right, title, and interest in and to any such information or material, without any restriction or obligation to you.

## **Restrictions on Conduct**

The Services may be used and accessed for lawful purposes only. You agree to abide by all applicable local, state, national and foreign laws, treaties and regulations in connection with your use of the Services.

You agree to refrain from abusive language and behavior which could be regarded as inappropriate, or conduct that is unlawful or illegal, when communicating with patients through the Site.

In addition, without limitation, you agree that you will not do any of the following while using or accessing the Services:

- (a) upload, post, email or otherwise transmit any Content to which you do not have the lawful right to copy, transmit and display (including any Content that would violate any confidentiality or fiduciary obligations that you might have with respect to the Content);
- (b) upload, post, email or otherwise transmit any Content that infringes the intellectual property rights or violates the privacy rights of any third party (including without limitation copyright, trademark, patent, trade secret, or other intellectual property right, or moral right or right of publicity);
- (c) use the Services to collect or store personal data about other users without their express permission;
- (d) knowingly include or use any false or inaccurate information in any profile;
- (e) upload, post, email or otherwise transmit any unsolicited or unauthorized advertising, promotional materials, junk mail, spam, chain letters, "pyramid schemes" or any other form of solicitation, as well as viruses or other computer code that may interrupt, destroy, limit the functionality of the Services, or interfere with the access of any other user to the Services;
- (f) circumvent, disable, or otherwise interfere with security-related features of the Services or features that prevent or restrict use or copying of any Content;
- (g) use any meta tags or other hidden text or metadata utilizing a Session Sync name, trademark, URL or product name;
- (h) attempt to probe, scan or test the vulnerability of any Session Sync system or network or breach or impair or circumvent any security or authentication measures protecting the Services;
- (i) attempt to decipher, decompile, disassemble, reverse engineer, or otherwise attempt to discover or determine the source code of any software or any proprietary algorithm used to provide the Services;

(j) use the Services in any way that competes with Session Sync, including, without limitation, misrepresenting one's identity or posing as a current or prospective patient in order to solicit or recruit Psychologists, directly or indirectly; or

(k) encourage or instruct any other person or entity to do any of the foregoing.

### **Termination; Cancellation**

We may change our Services, our website, the Content we offer, and the products or services you may access at any time. We may discontinue offering our Services or website and we may suspend or terminate your right to use our Services or website at any time, in the event that you breach these Terms, for any reason, or for no reason at all, in our sole discretion, and without prior notice to you. After such termination, Session Sync will have no further obligation to provide the Services. It your responsibility as a Psychologist using Session Sync to provide your patient(s) with continuing care under their applicable legal, ethical and professional obligations.

Upon termination of your right to use our Services or website or our termination of the Services or website, all licenses and other rights granted to you by these Terms will immediately terminate. Session Sync reserves the right to maintain, delete or destroy communications and materials posted or uploaded to the Site pursuant to its internal record retention and/or content destruction policies.

Please note that psychologists are required to maintain patient records after the professional relationship with the patient ends. Maintenance requirements (i.e., duration) of electronic patient records are the same as maintenance requirements (i.e., duration) of paper patient records. The amount of time that records must be maintained depends on relevant state laws and regulations. **Each psychologist at Session Sync is responsible for the proper storage and maintenance of their patients' records, which includes your express agreement to extract/export all patient records prior to terminating your use of the Session Sync services. You agree that Session Sync has no obligation to retain your records, or the records of your patients/clients, following the conclusion of the Session Sync services. An interruption of services shall be deemed to be the same as a termination/conclusion of services.**

IT IS THE OBLIGATION OF PSYCHOLOGISTS USING SESSION SYNC TO MAINTAIN AND STORE RECORDS.

You may terminate your Account at any time and for any reason by emailing Session Sync at [support@sessionsync.com](mailto:support@sessionsync.com) or by deactivating your account through your Profile. Upon any termination by you, your Account will no longer be accessible. Any termination request will be handled within 30 days of receipt of such a request by Session Sync.

Any suspension, termination, or cancellation will not affect your obligations to Session Sync under these Terms which by their nature are intended to survive such suspension, termination, or cancellation. For example, but not by way of limitation, upon any such suspension, termination, or cancellation the provisions of *Ownership of Intellectual Property Rights, Third Party Websites; Disclaimer of Warranties, Indemnification, Limitation of Liability, General Terms, Arbitration and Governing Law and Forum for Disputes* shall survive and remain in full force and effect, but the provisions of *Your License to Use the Services* shall be suspended, terminated or cancelled, as the case may be.

## **Ownership of Intellectual Property Rights**

The Services, the Site, and all information and/or content that you see, hear, or otherwise experience on the Site (collectively, “**Content**”) are protected by U.S. and international copyright, trademark, and other laws. We own or have the license to use all of the intellectual property rights relating to Session Sync, the Services, the Site, and the Content, including, without limitation, all intellectual property rights protected as patent pending or patented inventions, trade secrets, copyrights, trademarks, service marks, trade dress, or proprietary or confidential information, and whether or not they happened to be registered. You will not acquire any intellectual property rights in Session Sync by your use of the Services or the Site.

## **Your License to Use the Services**

When you use our Services or Site you may access intellectual property rights that we or our licensors own or license. Subject to your compliance with the terms and conditions of these Terms, Session Sync grants you a limited, non-exclusive, non-transferable and revocable license, without the right to sublicense, to access and use the Services and to download and print any Content provided by Session Sync solely for your personal and non-commercial purposes with the exception of protected health information (PHI) which requires authorization for disclosure of protected health information. You may not use, copy, adapt, modify, prepare derivative works based upon, distribute, license, sell, transfer, publicly display, publicly perform, transmit, stream, broadcast or otherwise exploit the Services or Content, except as expressly permitted in these Terms, without Session Sync’s express prior written consent. No licenses or rights are granted to you by implication or otherwise under any intellectual property rights owned or controlled by Session Sync or its licensors, except for the licenses and rights expressly granted in these Terms. Unless otherwise expressly agreed in writing by Session Sync, the Services are only permitted to be used within the United States of America.

## **Third-Party Websites; Advertisements**

We may make available, on our Site and as part of our Services, links to third-party websites or resources from third parties on the Site.

Session Sync is not responsible or liable for the availability or accuracy of, and Session Sync does not endorse, sponsor, or recommend such websites or resources, or the content, products, or services on or available from such websites or resources. When we make available such third-party links or resources on the Site or through the Services, you must look solely to the third party with respect to the content, products, or services they provide. We do not endorse and are not responsible for any of the content, products, or services provided by others.

YOUR USE OF THE WEBSITES OR RESOURCES OF THIRD PARTIES IS AT YOUR OWN RISK. YOU AGREE THAT SESSION SYNC AND ITS AFFILIATES WILL NOT BE LIABLE FOR ANY OF YOUR LOSSES ARISING OUT OF OR RELATING TO THE WEBSITES OR RESOURCES OF THIRD PARTIES.

## **Disclaimer of Warranties**

Your use of the Services and Content is at your sole discretion and risk. The Services and Content, and all materials, information, products and services included therein, are provided on an “AS IS” and “AS AVAILABLE” basis without warranties of any kind.

SESSION SYNC AND ITS LICENSORS AND AFFILIATES EXPRESSLY DISCLAIM ALL WARRANTIES OF ANY KIND, EXPRESS, IMPLIED, OR STATUTORY, RELATING TO THE SERVICES AND CONTENT, INCLUDING WITHOUT LIMITATION THE WARRANTIES OF TITLE, MERCHANTABILITY, FITNESS FOR A PARTICULAR PURPOSE, NON-INFRINGEMENT OF PROPRIETARY RIGHTS, COURSE OF DEALING, OR COURSE OF PERFORMANCE.

IN ADDITION, SESSION SYNC AND ITS LICENSORS AND AFFILIATES DISCLAIM ANY WARRANTIES REGARDING SECURITY, ACCURACY, RELIABILITY TIMELINESS AND PERFORMANCE OF THE SERVICES OR THAT THE SERVICES WILL BE ERROR FREE OR THAT ANY ERRORS WILL BE CORRECTED. NO ADVICE OR INFORMATION PROVIDED TO YOU BY SESSION SYNC WILL CREATE ANY WARRANTY THAT IS NOT EXPRESSLY STATED IN THESE TERMS OF SERVICE.

WE MAKE NO REPRESENTATIONS CONCERNING, AND DO NOT GUARANTEE, THE ACCURACY OF THE SERVICES, INCLUDING, BUT NOT LIMITED TO, ANY INFORMATION PROVIDED THROUGH THE SERVICES OR THEIR APPLICABILITY TO YOUR INDIVIDUAL CIRCUMSTANCES. OUR SERVICES AND SITE CONTENT ARE DEVELOPED FOR USE IN THE UNITED STATES AND SESSION SYNC AND ITS LICENSORS AND AFFILIATES MAKE NO REPRESENTATION OR WARRANTY CONCERNING THE SERVICES OR SITE CONTENT WHEN THEY ARE USED IN ANY OTHER COUNTRY.

SOME JURISDICTIONS DO NOT PERMIT US TO EXCLUDE WARRANTIES IN THESE WAYS, SO IT IS POSSIBLE THAT THESE EXCLUSIONS WILL NOT APPLY TO OUR AGREEMENT WITH YOU. IN SUCH EVENT THE EXCLUSIONS SHALL APPLY TO THE FULLEST EXTENT PERMITTED UNDER APPLICABLE LAW.

### **Indemnification**

You will indemnify, defend, and hold harmless Session Sync, Session Sync's licensors and affiliates and our respective directors, officers, employees, contractors, agents and representatives, from and against any and all claims, causes of action, demands, liabilities, losses, costs or expenses (including, but not limited to, reasonable attorneys' fees and expenses) arising out of or relating to any of the following matters:

- (a) your access to or use of the Services, the Site, or the Content;
- (b) your violation of any of the provisions of these Terms of Service;
- (c) any activity related to your Account by you or any other person accessing the Site or Services through your account, including, without limitation, negligent or wrongful conduct; or
- (d) your violation of any third party right, including ,without limitation, any intellectual property right, publicity, confidentiality, property or privacy right.

Session Sync reserves the right, at our own expense, to assume the exclusive defense and control of any matter otherwise subject to indemnification by you, in which event you will cooperate with us in asserting any available defenses.

### **Limitation of Liability**

IN NO EVENT WILL SESSION SYNC OR SESSION SYNC'S LICENSORS OR AFFILIATES BE LIABLE TO YOU FOR ANY DAMAGES WHATSOEVER, INCLUDING WITHOUT LIMITATION, INDIRECT, INCIDENTAL, SPECIAL,

PUNITIVE OR CONSEQUENTIAL DAMAGES, OR LOST PROFITS, ARISING OUT OF OR IN CONNECTION WITH YOUR USE OF THE SERVICES, THE SITE, OR THE CONTENT, WHETHER THE DAMAGES ARE FORESEEABLE AND WHETHER OR NOT SESSION SYNC HAS BEEN ADVISED OF THE POSSIBILITY OF SUCH DAMAGES IN ADVANCE. YOU AGREE THAT IF YOU ARE DISSATISFIED WITH THE SERVICES, THE SITE OR THE CONTENT, OR THE TERMS, YOUR SOLE AND EXCLUSIVE REMEDY IS TO DISCONTINUE USING THE SITE.

NOTHING HEREIN SHALL LIMIT THE POTENTIAL PROFESSIONAL LIABILITY OF PSYCHOLOGISTS USING SESSION SYNC ARISING FROM OR RELATED TO MEDICAL OR MENTAL HEALTH ADVICE, DIAGNOSIS, OR TREATMENT THEY PROVIDE TO YOU, EXCEPT AS PROVIDED UNDER APPLICABLE STATE LAWS. IN MANY JURISDICTIONS, TREATMENT PROVIDERS ARE REQUIRED TO REPORT CONFIDENTIAL INFORMATION IF THEY HAVE REASON TO BELIEVE THAT A PATIENT IS LIKELY TO HARM OTHERS OR HIMSELF/HERSELF. IN NO EVENT SHALL SESSION SYNC BE LIABLE FOR THE DISCLOSURE OF YOUR CONFIDENTIAL INFORMATION BY A PSYCHOLOGIST FROM WHOM YOU RECEIVE MENTAL HEALTH SERVICES. SESSION SYNC IS NOT LIABLE TO ANY PERSON OR USER FOR ANY HARM CAUSED BY THE NEGLIGENCE OR MISCONDUCT OF A PSYCHOLOGIST PROVIDING MENTAL HEALTH SERVICES. IN NO EVENT WILL THE CUMULATIVE LIABILITY OF SESSION SYNC OR SESSION SYNC'S LICENSORS OR AFFILIATES TO YOU, WHETHER IN CONTRACT, TORT, OR OTHERWISE, EXCEED \$200.

EXCEPT AS OTHERWISE REQUIRED BY APPLICABLE LAW, ANY CLAIM OR CAUSE OF ACTION ARISING OUT OF OR RELATING TO YOUR USE OF THE SERVICES, THE SITE OR THE CONTENT OR OUR RELATIONSHIP WITH YOU, REGARDLESS OF THEORY, MUST BE BROUGHT WITHIN ONE (1) YEAR AFTER THE OCCURRENCE OF THE EVENT GIVING RISE TO THE CLAIM OR CAUSE OF ACTION OR BE VOLUNTARILY WAIVED BY YOU.

SOME JURISDICTIONS DO NOT PERMIT US TO LIMIT OUR LIABILITY IN THESE WAYS, SO IT IS POSSIBLE THAT THESE LIMITATIONS WILL NOT APPLY TO OUR AGREEMENT WITH YOU. IN SUCH EVENT THE LIMITATIONS SHALL APPLY TO THE FULLEST EXTENT PERMITTED UNDER APPLICABLE LAW.

### **Errors and Inaccuracies**

The information on the Site including, without limitation, information regarding pricing, may contain typographical errors or other errors or inaccuracies, and may not be complete or current. Session Sync reserves the right to correct any errors, inaccuracies, or omissions and to change or update information at any time without prior notice to you. Session Sync will not, however, guarantee that any such errors, inaccuracies, or omissions will be corrected. Session Sync reserves the right to refuse to fill any orders or provide Services that are based on inaccurate or erroneous information on the Site, including, without limitation, incorrect or out-of-date information regarding pricing, payment terms, or for any other lawful reason as determined by Session Sync.

### **General Terms**

These Terms of Service constitute the entire agreement between you and us relating to our Services, the Site, and the Content. Only the executive officers of Session Sync have the authority to sign a separate signed written agreement between you and us.

Our licensors may be entitled to enforce this agreement as third-party beneficiaries. There are no other third-party beneficiaries to this agreement.

The failure by you or us to enforce any provision of the Terms will not constitute a waiver. If any court of law, having the jurisdiction to decide the matter, rules that any provision of the Terms is invalid or unenforceable, then the invalid or unenforceable provision shall be removed from the Terms

or reformed by the court and given effect so as to best accomplish the essential purpose of the invalid or unenforceable provision, and all of the other provisions of the Terms shall continue to be valid and enforceable. Nothing contained in these Terms of Service shall limit the ability of a party to seek an injunction or other equitable relief without posting any bond. The titles of the Sections of the Terms are for convenience only and shall have no legal or contractual effect.

### **Arbitration**

Any dispute or claim relating in any way to your use of the Services will be resolved by binding confidential arbitration, rather than in court. The Federal Arbitration Act and federal arbitration law apply to these Terms.

There is no judge or jury in arbitration, and court review of an arbitration award is limited. However, an arbitrator can award on an individual basis the same damages and relief as a court (including injunctive and declaratory relief or statutory damages), and must recognize these Terms as a court would.

It is agreed that any dispute resolution proceedings will be conducted only on an individual basis and not in a class, consolidated or representative action. If for any reason a claim proceeds in court rather than in arbitration Session Sync and you each waive any right to a jury trial. It is further agreed that you may not bring suit in court to enjoin infringement or other misuse of intellectual property rights.

### **Governing Law and Forum for Disputes**

These Terms are governed by the laws of the State of California, without regard to any conflict of laws rules or principles. You agree to submit to the venue and jurisdiction of the California courts. Session Sync's failure to enforce any right or provision of these Terms will not be considered a waiver of those rights. If any provision of these Terms is held to be invalid or unenforceable by a court, the remaining provisions of these Terms will remain in effect.

### **Changes to These Terms**

We reserve the right to change our Terms at any time. Any changes that we make will become a part of our agreement with you when they are posted to our Site. Your continued use of our Services or the Site will constitute your agreement to the changes we have made. The last date these Terms were revised is set forth at the end of this document.

### **Contacting Us**

We encourage you to contact us at [support@sessionsync.com](mailto:support@sessionsync.com) if you have any questions concerning our Terms. Please note that email communications will not necessarily be secure; accordingly, you should not include credit card information or other sensitive information in your email correspondence with us.

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