

Mentava Terms of Use

Effective date: July 20, 2023

Please read these Terms of Use ("Terms of Use" or "Terms") carefully before using any Mentava services.

By accessing or using any of our Services (as defined below) or by clicking a box that states that you accept or agree to these Terms of Use, you signify your agreement to these Terms of Use and to our collection, use, disclosure, and handling of information as described in our [Privacy Policy](#). If you do not agree to these Terms of Use and Privacy Policy, you may not use Services.

Mentava (also known within this document as "we", or "us") endeavors to provide a safe and friendly educational environment for its users. Our Services include our mobile applications, our website ("Sites"), Products and other features, content and functionality offered by us from time to time in connection with our Sites. All references to "you" or "your" mean the person who accesses, and/or uses the Services in any manner, and their heirs, successors, and assigns.

IMPORTANT NOTICE: DISPUTES ABOUT THESE TERMS ARE SUBJECT TO BINDING ARBITRATION AND A WAIVER OF CLASS ACTION RIGHTS AS DETAILED IN THE "CLASS ACTION WAIVER AND ARBITRATION" PROVISIONS BELOW IN SECTION 6.2.

1. GENERAL TERMS AND LICENSE

1.1 Governing Agreement

The Terms of Use of this agreement govern the relationship between you and Mentava, Inc. regarding your use of Mentava, Inc.'s mobile applications, educational content, games, related services, and Mentava, Inc.'s websites, including (together, "Services"). The Terms of Use also apply to any free trial of a Mentava, Inc. Premium Service.

IF YOU ARE A PARENT OR GUARDIAN AND YOU ALLOW YOUR CHILD TO USE THE SERVICES, YOU AGREE TO BE BOUND BY THESE TERMS OF USE IN RESPECT OF THEIR USE OF THE SERVICES. IF YOU ARE A SCHOOL OFFICIAL AND PROVIDE YOUR CONSENT TO A CHILD'S REGISTRATION WITH THESE SERVICES, YOU AGREE TO BE BOUND BY THESE TERMS IN RESPECT OF THEIR USE OF THE SITE, THAT YOU ARE AUTHORIZED TO DO SO, AND THAT YOU ARE IN COMPLIANCE WITH THE FAMILY EDUCATIONAL RIGHTS AND PRIVACY ACT (FERPA).

1.2 Definitions

"Account Fee" – is a fee for any Product or Service associated with a user Account including but not limited to Subscription Fees for access to Premium Services.

"Account Owner"—is a parent or guardian who has created an account on <https://www.mentava.com> and/or Mentava, Inc.'s mobile applications, which may be used by a child. Account Owners have access to varying levels of functionality and content, depending on subsequent in-app purchases made by the Account Owners.

"Activity Kit" – refers to a collection of games, toys, stickers, and other hands-on activities, purchased on a subscription basis together with access to Mentava, Inc.'s Premium Services, physically packaged together and mailed to an Account Owner on a periodic basis, according to subscription terms.

"Member"—is an Account Owner who has an active subscription to access Mentava, Inc.'s Premium Services.

"Membership"—is a membership of a Member who has subscribed to Mentava, Inc.'s Premium Services.

"Parent"—is an Account Owner that is a parent or legal guardian.

"Postings"—text, messages, ideas, concepts, suggestions, stories, screenplays, treatments, formats, artwork, photographs, drawings, videos, audiovisual works, musical compositions, sound recordings, characterizations,

your and/or other persons' names, likenesses, voices, usernames, profiles, actions, appearances, performances and/or other biographical information or material, and/or other similar materials that you submit, post, upload, embed, display, communicate or otherwise distribute through Mentava Services and/or Sites.

"Products" - tangible items, including Activity Kits, which may be purchased on Mentava, Inc.'s websites and/or mobile applications, and as available through other channels and retailers.

"Premium Services" – collectively, Mentava, Inc.'s mobile applications, educational content, Products, games, related services, and areas of Mentava, Inc.'s websites accessible only by Member Account Owners.

"Services"— collectively, Mentava, Inc.'s mobile and web applications, educational content, Products, games, related services, and Mentava, Inc.'s websites.

"Sites"— Mentava, Inc.'s mobile applications and its website.

"Subscription Fee" – is a fee for access to Premium Services available only to Members.

"You"— in reference to you as the Account Owner and your Child, whom you have granted access to the Services.

1.3 Terms of Use and Privacy Policy

By using Services (including through a free trial period) you: (1) agree to be bound by these Terms of Use; (2) agree to our privacy policy, which is located at <https://www.mentava.com/privacy> and is incorporated here by reference; and (3) agree to be bound by other policy and legal notices that may be posted on the Services from time to time. The legally binding Terms of Use set out your rights, obligations, and restrictions regarding your use of our Services. If you do not agree to the Terms of Use and Privacy Policy, do not use the Services.

In order to participate in certain Services, you may be required to download content, software, and/or required to agree to additional Terms of Use. Unless otherwise expressly set forth in any such additional Terms of Use applicable to the specific Services in which you choose to participate, those additional Terms of Use are incorporated into this Agreement. YOU MUST BE A PARENT OR LEGAL GUARDIAN TO USE OUR SERVICES; BY AGREEING TO THE TERMS OF USE AND PRIVACY POLICY, YOU AGREE TO BE BOUND BY THESE TERMS OF USE IN RESPECT OF YOUR CHILD'S USE OF THE SERVICES.

1.4 Eligibility for Use

If you are under the age of 13, you must have legal parental or guardian permission to use our Services. Account Owners may only register their own child(ren). Account Owners affirm that any child user associated with their account possesses legal parental or guardian permission to use the Services. Account Owners affirm that they have read and accepted these Terms of Use and the Privacy Policy, and are fully able and competent, and in fact do, to enter into the Terms of Use, conditions, obligations, affirmations, representations, and warranties set forth in this Agreement. If you believe that a child under 13 may have provided us personal information without adequate consent, please contact us at support@mentava.com.

1.5 Updates to the Terms of Use

Mentava, Inc. may, from time to time, modify these Terms. We, therefore, reserve the right, at our discretion, to change, modify, add, or remove portions of these Terms of Use at any time by posting the amended Terms of Use on or within the Services or other notice in our discretion or required by law. The updated Terms of Use will take effect after their posting and will apply on a going-forward basis, unless otherwise provided in a notice to you or as required by applicable law, and except as provided in the Mandatory Arbitration and Class Action Waiver Section 6.2 of these Terms of Use. You will be deemed to have accepted such changes to the Terms of Use by continuing to use any of our Services. Mentava, Inc. may also revise other policies, codes or rules at any time, and the new versions will be available at or within our Services.

If at any point you do not agree to any portion of the then-current version of our Terms of Use or Privacy Policy, or any other Mentava, Inc. policy, your license to use the Services shall immediately terminate and you must immediately stop using our Services.

To the extent the Terms of Use or Privacy Policy conflict with any other Mentava, Inc. policy, rules or codes of conduct, the terms and conditions contained in these Terms of Use and Privacy Policy shall govern.

1.6 Grant of a Limited License to Use the Services

Subject to your agreement and continuing compliance with these Terms of Use and any other relevant Mentava, Inc. policies, Mentava, Inc. grants you a non-exclusive, non-transferable, revocable limited license subject to the limitations in Section 1 to access and use the Services for your own non-commercial purposes.

1.7 Accessing the Service

You must provide all equipment and software necessary to connect to the Services, including, but not limited to, a mobile device that is suitable to connect with and use the Services, in cases where the Services offer a mobile component.

You are responsible for any fees, including Internet connection or mobile fees, that you incur when accessing the Services.

1.8 Account Information

When creating or updating an account, you may be asked to provide Mentava, Inc. with certain personal information, which will be subject to our [Privacy Policy](#). You agree that you will supply accurate and complete information to Mentava, Inc. and that you will update that information promptly after it changes. You agree you will not share your login information (including your password) with anyone else and you will notify us if you suspect there has been unauthorized access to your account.

You are solely responsible for maintaining the confidentiality of the login information, and you will be responsible for all uses of the login information and anything that happens through your account. Mentava, Inc. will not be liable for any loss, damages, liability, expenses, or attorneys' fees that you may incur because of someone else using your password or account, either with or without your knowledge and/or authorization, and regardless of whether you have or have not advised us of such unauthorized use. You will be liable for losses, liability, damages, expenses, and attorneys' fees incurred by Mentava, Inc. or a third party due to someone else using your account.

Mentava, Inc. reserves the right to remove or reclaim any usernames at any time and for any reason, including but not limited to claims by a third party that a username violates such third party's rights.

1.9 Account Fees

Mentava, Inc. may charge an Account Fee or Subscription Fee for access to certain Services. All fees are payable in accordance with payment terms in effect at the time when the fee becomes payable. Please note that we do not provide price protection or refunds in the event of a price drop or promotional offering.

1.9.1 Authorization to Charge for Use of Services

You must provide accurate and complete information for a valid payment method that you are authorized to use (such as a credit card, payment via the App Store, or other payment method accepted by us to activate and maintain an account). You authorize Mentava, Inc. to charge you through the payment method that you use when you register for access to Premium Services. You are also responsible for charges for any Products or Services ordered through your account that are offered for sale through our Sites or Services. If we do not receive payment via your payment method, you agree to pay all amounts due hereunder upon our demand and will be solely responsible for any dispute with your payment provider. If the payment method you provide is initially declined for any reason, we reserve the right to charge the payment method (credit card or other accepted mechanism) in installments, at the non-promotional/non-discounted rate that is in place at the time, for the full duration of the subscription that you have selected. You bear sole responsibility for all overdraft fees or other penalties that may be assessed by your payment provider. You are responsible for any use of your credit card or other payment instrument (e.g. PayPal).

1.9.2 Subscription Renewal

If you purchase a recurring subscription, you are subscribing to an automatically renewing subscription requiring recurring payments at the stated frequency (e.g., monthly or annual) until cancelled. You will be charged your first subscription fee and any applicable taxes on the date you purchase your subscription or after your free trial ends. Your subscription will automatically continue at the selected interval, and you will continue to be charged at the then-current price (including any applicable taxes), unless at least 24 hours

prior to the end of the current subscription period: (a) you terminate your account; (b) you cancel your subscription (as described below); (c) we decline to renew your subscription; or (d) these Terms are otherwise properly terminated as expressly permitted herein. The Subscription Fee is non-refundable except as expressly set forth in these Terms of Use or in accordance with applicable law. If any subscription fee is not paid in a timely manner, or your transaction cannot be processed, we reserve the right to suspend, disable, cancel or terminate your access to the Premium Services or cancel your Subscription. You will be responsible for paying all past due amounts.

1.9.3 App Store Subscriptions

Subscriptions purchased inside the Mentava, Inc. app—not on Mentava, Inc.'s website—are managed directly by the applicable App Store. You should consult with the appropriate App Store to determine if the price charged includes all applicable taxes and currency exchange settlements. You are solely responsible for paying such taxes or other charges. Mentava, Inc. relies on the App Store to collect subscription fees, manage the subscription, and to report on the status of subscription accounts that have been purchased from within the app. Mentava, Inc. does not have the ability to manage any aspect of an App Store subscription on your behalf, including, but not limited to, initiating, canceling, or refunding subscriptions.

1.9.4 Subscription Cancellations

When you cancel a subscription, you cancel only future charges associated with your Subscription. You may initiate your cancellation at any time, but the cancellation will become effective at the end of your current subscription period. In order to avoid future charges, you must cancel your subscription at least 24 hours prior to the end of your current subscription period. After canceling a subscription, you will continue to have access to Premium Services for the interval of time that has already been prepaid. Mentava, Inc. does not provide full or partial refunds for prepaid subscription intervals, regardless of duration. Mentava, Inc. does not accept returns of Products purchased under a subscription plan.

1.9.5 No Refunds

EXCEPT AS OTHERWISE STATED HEREIN OR REQUIRED BY APPLICABLE LAW, YOUR SUBSCRIPTION FEE IS NONREFUNDABLE and if you cancel your subscription, you will not receive any refund and you will continue to have access to the Premium Services. We reserve the right to issue refunds, credits, or discounts at our sole discretion. If we issue a refund, credit, or discount, we are under no obligation to issue the same or similar refund in the future

1.9.6 Free Trials and Promotional Rates

We may offer promotional trial subscriptions to obtain a Membership on a trial basis or access Services for free or at promotional rate, as well as referral discounts or similar free access to Member benefits when you refer a new user(s).

If your subscription includes a free trial, you will not be charged the applicable fee during your free trial. To obtain the free trial, you will be required to provide a credit card or other payment method in order to ensure uninterrupted access and continued use after the expiration of the free trial. Upon completion of your free trial, your subscription will automatically convert into a paid subscription and your payment method will be charged the applicable fee unless you have cancelled your subscription. You may cancel your subscription during your free trial to avoid being charged as described above.

If your subscription includes a promotional rate, you will be charged the promotional rate for the relevant number of billing periods and upon completion of that period, your subscription will continue to automatically renew at the full rate.

You may only be permitted to use one free trial or discounted price offer. If your subscription is ever cancelled or terminated for any reason, and you purchase an additional subscription, you may not be eligible for a free trial or to take advantage of another discounted price offer.

1.9.7 Termination

We may terminate your subscription at our sole discretion and without any notice. If we cancel your subscription, we may give you a prorated refund based on the amount of time remaining that you cannot

use; provided, however, that we will not be obligated to grant you a refund if we terminate your account or your subscription because we determine, in our sole discretion, that your actions or your use of the Services violate these Terms of Use, any applicable law, or has harmed another user.

1.9.8 Changes to the Subscription

We may change the subscription terms or Subscription Fees at any time on a going forward basis in our discretion. If the pricing for your subscription increases, we will notify you, and provide you an opportunity to change your subscription before applying those changes to your account or charging you in connection with an automatic renewal. We may choose in our sole discretion to add, modify, or remove benefits and features from a subscription. Your continued use of the Service after the changes become effective will constitute your acceptance of the changes. If you do not wish to continue subscribing with the new fees or features, you may cancel your subscription. If you accept the new subscription, its terms and conditions will apply for that renewal and all renewals going forward

1.10 License and Use Limitations

You are granted the revocable, non-transferable right and license to use the Services, including Mentava, Inc. educational content, Products, and games, for your private, non-commercial use. Any use of our Services in violation of the License Limitations defined in this Section is strictly prohibited, can result in the immediate revocation of your limited license granted by Section 1.6, and may subject you to liability for violations of law. Any attempt by you to disrupt or interfere with the Services including undermining or manipulating the legitimate operation of any Mentava, Inc. content is a violation of Mentava, Inc. policy and may be a violation of criminal and civil laws.

You agree that you will not, under any circumstances (together, “License Limitations”):

- Access the Services without permission of a parent or legal guardian, if you are under the age of 13; to the extent applicable, you shall not create an account for the Services if you under the age of 18;
- Fail to monitor your account to restrict use by minors. You accept full responsibility for unauthorized use of the Services, including by minors, in connection with your account;

Engage in any act that Mentava, Inc. deems to conflict with the spirit or intent of the Services, including but not limited to circumventing or manipulating these Terms of Use or any other Mentava, Inc. policies;

Have more than one account at any given time, or create an account using a false identity or information, or on behalf of someone other than yourself;

- Have an account or use any of the Services if you have previously been removed by Mentava, Inc. or previously been banned from accessing any of our Services;
- Create an account or use any of the Services if you are a convicted sex offender;
- Use the Services, intentionally or unintentionally, in connection with any violation of any applicable law or regulation, or do anything that promotes the violation of any applicable law or regulation;
- Post any content or information that is abusive, threatening, obscene, defamatory, libelous, or racially, sexually, religiously, or otherwise objectionable or offensive or harasses, abuses, or threatens another person or is false or misleading;
- Make available through the Services any material or information that infringes any copyright, trademark, patent, trade secret, right of privacy, right of publicity, or other right of any person or entity or impersonates any other person
- Post or do anything that could disable, overburden, or impair the proper working of the Services, including make available any material that contains any virus, malware, software lock, worm, trojan horse, trap door, or similar material.
- Without Mentava, Inc.'s express written consent, use the Services or any part thereof for any commercial purpose, such as benchmarking;

- Use your account to advertise, solicit, or transmit commercial advertisements or unauthorized communications through the Services, including junk mail, chain letters, spam, repetitive messages and any materials that promote malware, spyware and downloadable material;
- Interfere or attempt to interfere with the proper functioning of the Services or connect to or use the Service in any way not expressly permitted by these Terms of Use, such as posting or doing anything that could disable, overburden, or impair the proper working of the Services, including making available any material that contains any virus, malware, software lock, worm, trojan horse, trap door, or similar material;

Except where permitted by law or relevant open source licenses, reverse engineer, decompile, disassemble, decipher or otherwise attempt to derive the source code for any underlying software or other intellectual property used to provide the Services, or to obtain any information from the Services using any method not expressly permitted by Mentava, Inc., such as scraping, framing, or copying; or

- Copy, modify or distribute rights or content from any Services or Mentava, Inc.'s copyrights or trademarks or use any method to copy or distribute the content of the Services except as specifically allowed in these Terms of Use.

1.11. Suspension and Termination of Account and Services

Without limiting any other remedies, Mentava, Inc. may limit, suspend, terminate, modify, or delete accounts or access to the Services or portions thereof if you are, or if Mentava, Inc. suspects that you are, failing to comply with any of these Terms of Use or for any actual or suspected illegal or improper use of the Services, with or without notice to you. Without limiting our other remedies, Mentava, Inc. may limit, suspend or terminate any part of our Services and Accounts or portions thereof, prohibit access to our Sites and their content, and take technical and legal steps to prevent users from accessing our Services if we believe that they are creating risk or possible legal liabilities, infringing the intellectual property rights of third parties, or acting inconsistently with the letter or spirit of our Terms of Use or policies.

Additionally, Mentava, Inc. may, in appropriate circumstances and at our sole discretion, suspend or terminate Accounts of users who may be repeat infringers of third party intellectual property rights.

Termination of your account can include disabling your access to the Services or any part thereof including any content you submitted. You may also lose access to Products associated with your account.

1.12 Ownership

1.12.1. ACCOUNTS

Notwithstanding anything to the contrary herein, you acknowledge and agree that you shall have no ownership or other property interest in an account, and you further acknowledge and agree that all rights in and to an account are and shall forever be owned by and inure to the benefit of Mentava, Inc..

Generally, accounts created with Mentava, Inc. will be considered active until we receive an Account Owner request to deactivate or delete them; we also reserve the right to terminate any account that has not been accessed for 180 days.

1.12.2 THIRD PARTY HYPERLINKS AND THIRD PARTY CONTENT

The Services will often have hyperlinks to third party sites and may display content and other information from third party sites ("Third Party Content"). Mentava, Inc. does not verify, endorse, or take responsibility for the accuracy, currency, completeness or quality of Third Party Content. Your interactions with such third parties will be governed by the third parties' own terms of service and privacy policies, and any other similar terms. Furthermore, Mentava, Inc. is not responsible for the quality or delivery of the products or services offered, accessed, obtained by or advertised at such sites. Mentava, Inc. and its subsidiaries and affiliates are not responsible for any errors or omissions or for the results obtained from the use of such information contained in Third Party Content.

The appearance of external hyperlinks and/or postcards generated by third parties does not constitute endorsement by Mentava, Inc., its subsidiaries and affiliates of the opinions or views expressed by these third party websites.

Finally, Mentava, Inc. will under no circumstances be liable for any direct, indirect, incidental or special loss or other damage, whether arising from negligence, breach of contract, defamation, infringement of copyright or other intellectual property rights, caused by the exhibition, distribution or exploitation of any information or content contained within these third party hyperlinked sites.

2. USER CONTENT

2.1. Content Screening

Mentava, Inc. may reject, refuse to post or delete any Posting for any or no reason, including, but not limited to, Postings that in the sole judgment of Mentava, Inc. may violate these Terms of Use. By providing Postings through our Services, you are granting to Mentava, Inc. an irrevocable, world-wide, perpetual, royalty-free, non-exclusive, license to copy, distribute, publicly perform, modify, edit, reproduce, adapt, prepare derivative works or otherwise use such content, with the right to sublicense.

Please be advised that Postings do not necessarily reflect the views of Mentava, Inc.. In no event shall Mentava, Inc. assume or have any responsibility or liability for any Postings or for any claims, damages or losses resulting from their use and/or appearance on this Site. You hereby represent and warrant that you have all necessary rights in and to all Postings you provide and all information they contain and that such Postings shall not infringe any proprietary or other rights of third parties or contain any libelous, tortious, or otherwise unlawful information.

Without limiting the foregoing, Mentava, Inc. will have the right to use and change the Postings in any manner that Mentava, Inc. may determine.

Additionally, Mentava, Inc. may or may not monitor and sweep Postings periodically in its sole discretion. Mentava, Inc. does not allow Postings which contain:

- profanity or obscenities;
- personal attacks on other individuals;
- photographs, drawings, video, music, or any other content which infringes the intellectual property rights of any third party;
- slanderous, defamatory, obscene, pornographic, threatening and harassing comments; and/or other information that Mentava, Inc. deems in its sole discretion to be inappropriate for its Site.

Although Mentava, Inc. may periodically monitor the Postings, we have no legal obligation to do so and we cannot be responsible for the views or opinions expressed by third parties. Mentava, Inc. reserves the right to refuse to post, edit, or delete any Postings, including those that violate the above-referenced rules, as well as revoke the privileges of users who do not comply with such rules. By entering into these Terms of Use, you hereby provide your irrevocable consent to such monitoring.

If you believe that any content on our Services (including, without limitation, Postings) violates any of the Terms of Use (except for any notices covered by Section 3 Copyright Notices/Complaints) please send us a message about it (please refer to Section 3 Copyright Notices/Complaints for how to send us a notice regarding copyright issues). We cannot guarantee that we will respond to your message and we reserve the right to take or refrain from taking any or all steps available to us once we receive any such message.

2.2. Disclosure

Your information, and the contents of all of your online communications (including without limitation, IP addresses and your personal information), may be accessed and monitored as necessary to provide the Service, in a good faith belief that such access, preservation, or disclosure is permitted by Mentava's [Privacy Policy](#), or may be disclosed for any of these reasons: (i) when we have a good faith belief that we are required to disclose the information in response to legal process (for example, a court order, search warrant, or subpoena); (ii) to satisfy any applicable laws or regulations; (iii) where we believe that our Services are being

used in the commission of a crime, including to report such criminal activity or to exchange information with other companies and organizations for the purposes of fraud protection, spam/malware prevention, and credit risk reduction; (iv) when we have a good faith belief that there is an emergency that poses a threat to the health and/or safety of you, another person or the public generally; and (v) in order to protect the rights or property of Mentava, Inc., including to enforce these Terms of Use. Use of the Services constitutes your consent to such monitoring, access, and disclosure.

2.3 Content Provided for Promotions or Contests

From time to time, we may feature certain promotions or contests that allow you to post your child's artwork or other content on our Sites. Participating in these promotions or contests is at your sole discretion. Except as otherwise described in these Terms of Use and in our [Privacy Policy](#), you agree that your content will be treated as non-confidential and nonproprietary and will not be returned. When submitting content to us, you grant to us the non-exclusive, worldwide, irrevocable, perpetual, and cost-free right to use, copy, distribute, sell, display, transmit, publish, make derivative works of, and otherwise use your submitted content, for any purpose. You also grant us, and agree to grant us, the unconditional, perpetual, irrevocable right to make full use of and benefit from your name, persona and likeness in connection with any submitted content. Except as prohibited by law, you hereby waive any moral rights (including attribution and integrity) that you may have in any submitted content. You understand that you will not receive any payment or consideration for any of the rights granted in this Section.

3. COPYRIGHT NOTICES/COMPLAINTS

It is Mentava, Inc.'s policy to respond to notices of alleged copyright infringement that comply with the Digital Millennium Copyright Act ("DMCA").

In accordance with the [Digital Millennium Copyright Act of 1998](#), Mentava, Inc. will respond promptly to claims of copyright infringement that are reported to our Designated Copyright Agent in this form:

DMCA Notice of Alleged Infringement ("Notice")

- (1) Identify the copyrighted work that you claim has been infringed, or provide a comprehensive list of the copyrighted works that you claim have been infringed.
- (2) Identify the material that you claim is infringing (or to be the subject of infringing activity) and that is to be removed or access to which is to be disabled, and information reasonably sufficient to permit us to locate the material, including, if applicable, the URL of the link or a specific description of where the material may be found.
- (3) Provide your mailing address, telephone number, and, if available, email address.
- (4) Include both of the following statements in the body of the Notice:
 - (a) "I hereby state that I have a good faith belief that the disputed use of the copyrighted material is not authorized by the copyright owner, its agent, or the law (e.g., as a fair use)."
 - (b) "I hereby state that the information in this Notice is accurate and, under penalty of perjury, that I am the owner, or authorized to act on behalf of the owner, of the copyright or of an exclusive right under the copyright that is allegedly infringed."

- (5) Provide your full legal name and your electronic or physical signature.

Deliver this Notice, with all items completed, to Mentava, Inc.'s Designated Copyright Agent at support@mentava.com or 748 Market Street Unit 36, Tacoma WA 98402.

Mentava, Inc. reserves the right to terminate without notice any user's access to any of the Services if that user is determined by Mentava, Inc., in its sole discretion, to be a "repeat infringer." In addition, Mentava, Inc. accommodates and does not interfere with standard technical measures used by copyright owners to protect their materials.

4. UPDATES TO THE SERVICE

Mentava, Inc. may require that you accept updates to the Service and to Mentava, Inc.'s content you have installed on your computer or mobile device. You acknowledge and agree that Mentava, Inc. may update the Service with or without notifying you.

5. DISCLAIMERS AND LIMITATIONS OF LIABILITY

5.1. DISCLAIMER OF WARRANTIES

THE SITES AND ALL MATERIALS CONTAINED ON IT ARE DISTRIBUTED AND TRANSMITTED ON AN "AS IS" AND "AS AVAILABLE" BASIS, WITHOUT WARRANTIES OF ANY KIND, EITHER EXPRESS OR IMPLIED, INCLUDING, WITHOUT LIMITATION, WARRANTIES OF MERCHANTABILITY OR FITNESS FOR A PARTICULAR PURPOSE. Mentava, Inc. is not responsible or liable for functions or features that are interrupted, insecure, or contain errors. We do not warrant that defects will be corrected. We are not responsible or liable for any infections or contamination of your system, or delays, inaccuracies, errors, or omissions arising out of your use of these Sites or with respect to the information and material contained on these Sites. The entire risk as to the quality, accuracy, adequacy, completeness, correctness and validity of any material rests with you. TO THE FULLEST EXTENT PERMISSIBLE PURSUANT TO APPLICABLE LAW, Mentava, Inc., ITS AFFILIATES, AND THEIR RESPECTIVE OFFICERS, DIRECTORS, EMPLOYEES, AGENTS, LICENSORS, REPRESENTATIVES, AND THIRD PARTY PROVIDERS TO THE SITE WILL NOT BE LIABLE FOR DAMAGES OF ANY KIND INCLUDING, WITHOUT LIMITATION, COMPENSATORY, CONSEQUENTIAL, INCIDENTAL, INDIRECT, SPECIAL OR SIMILAR DAMAGES (INCLUDING, BUT NOT LIMITED TO, DAMAGES FOR LOSS OF PROFITS, LOSS OF DATA, LOSS OF USE, OR COSTS OF OBTAINING SUBSTITUTE GOODS OR SERVICES), THAT MAY RESULT FROM THE USE OF OR IN CONNECT WITH, OR THE INABILITY TO USE, THE MATERIALS, INFORMATION, OR ANY LINK PROVIDED ON THE SERVICES. Notwithstanding the foregoing, in no event shall Mentava, Inc.'s liability to you for any and all claims, damages, losses, and causes of action (whether in contract, tort or otherwise) exceed the amount paid by you, if any, for accessing the Sites.

If you are a California resident, you hereby waive California Civil Code §1542, which says: "A general release does not extend to claims that the creditor or releasing party does not know or suspect to exist in his or her favor at the time of executing the release and that, if known by him or her, would have materially affected his or her settlement with the debtor or released party." This release includes the criminal acts of others. If you are not a California resident, you waive your rights under any statute or common law principle similar to Section 1542 that governs your rights in the jurisdiction of your residence.

5.2. EXCLUSIONS AND LIMITATIONS

Some jurisdictions do not allow the exclusion of certain warranties or the limitation or exclusion of liability for incidental or consequential damages such as above in Section 5.1. Accordingly, some of the above limitations may not apply to you. If you are a New Jersey resident, or a resident of another state that permits the exclusion of these warranties and liabilities, then the limitations in Section 5.1 specifically do apply to you.

5.3. Indemnification

You agree to indemnify, defend and hold harmless, Mentava, Inc., its affiliates, and their respective officers, directors, employees, agents, licensors, representatives, and third party providers to the Sites from and against all losses, expenses, damages and costs, including reasonable attorneys' fees, resulting from any violation of these Terms of Use by you. Mentava, Inc. reserves the right to assume, at its sole expense, the exclusive defense and control of any matter subject to indemnification by you, in which event you will fully cooperate with Mentava, Inc. in asserting any available defenses.

You agree that the provisions in this paragraph will survive any termination of your account(s) or of the Service.

6. DISPUTE RESOLUTION

6.1. General

You and Mentava, Inc. agree that we will resolve any claim or controversy at law or equity that arises out of this Agreement or the Service ("Claim") in accordance with Subsection 6.2 or as Mentava, Inc. and you otherwise agree in writing. Before resorting to these alternatives, we strongly encourage you to first contact us directly.

6.2. CLASS ACTION WAIVER AND ARBITRATION

PLEASE READ THIS SECTION CAREFULLY. IT AFFECTS YOUR LEGAL RIGHTS, INCLUDING YOUR RIGHT TO FILE A LAWSUIT IN COURT.

6.2.1 Application. You and Mentava, Inc. agree that these Terms affect interstate commerce and that the Federal Arbitration Act governs the interpretation and enforcement of these arbitration provisions. This Section 6.2 is intended to be interpreted broadly and governs any and all disputes between us including but not limited to claims arising out of or relating to any aspect of the relationship between us, whether based in contract, tort, statute, fraud, misrepresentation or any other legal theory; claims that arose before these Terms or any prior agreement (including, but not limited to, claims related to product availability, purchases, and advertising); and claims that may arise after the termination of these Terms. The only disputes excluded from this broad prohibition are the litigation of certain intellectual property and small court claims, as provided below.

6.2.2. Initial Dispute Resolution. Most disputes can be resolved without resort to arbitration. In the event of a possible claim, a party must first send to the other, by certified mail, a written Notice of Dispute ("Notice") describing (a) the nature and basis of the claim or dispute; and (b) the specific relief sought ("Demand"). The Notice to Mentava, Inc. should be addressed to: Dispute Resolution Agent, Mentava, Inc., 748 Market Street Unit 36, Tacoma WA 98402, USA ("Notice Address"). Except for intellectual property and small claims court claims, the parties agree to use their best efforts to settle any dispute, claim, question, or disagreement directly through consultation with Mentava, Inc. , and good faith negotiations shall be a condition to either party initiating a lawsuit or arbitration. Failure to engage in this process could result in the award of fees against you in arbitration.

6.2.3 Binding Arbitration. If the parties do not reach an agreed-upon solution within a period of thirty (30) days from the time informal dispute resolution is initiated under the Initial Dispute Resolution provision above, then either party may initiate binding arbitration as the sole means to resolve claims, (except as provided in section ___ below) subject to the terms set forth below. Specifically, all claims arising out of or relating to these Terms (including the Terms' formation, performance, and breach), the parties' relationship with each other, and/or your use of the Services or any services provided by Mentava, Inc. shall be finally settled by binding arbitration administered by JAMS in accordance with the JAMS Streamlined Arbitration Procedure Rules for claims that do not exceed \$250,000 and the JAMS Comprehensive Arbitration Rules and Procedures for claims exceeding \$250,000 in effect at the time the arbitration is initiated, excluding any rules or procedures governing or permitting class or representative actions. If your Claim is for \$10,000 or less, we agree that you may choose whether the arbitration will be conducted solely on the basis of documents submitted to the arbitrator, by telephone, or by an in-person hearing as established by the rules of the arbitration administrator. The amount of any settlement offer made by Mentava, Inc. or you shall not be disclosed to the arbitrator until after the arbitrator determines the amount, if any, to which you or Mentava, Inc. is entitled. Any failure or other delay by either party in enforcing this Section at any time, or in connection with any particular claims, will not constitute a waiver of any rights to require arbitration at a later time or in connection with any other claims. Decisions rendered in arbitration proceedings will be final and binding on the parties. There shall be no appeal from arbitration decisions other than for arbitrator bias, fraud or misconduct and any award granted in arbitration will be enforceable by any court having jurisdiction as provided by the FAA and/or other applicable law.

6.2.4 Arbitrator's Powers. Except as explicitly set forth in this Section 6.2, the arbitrator, and not any federal, state, or local court or agency, shall have exclusive authority to resolve all disputes arising out of or relating to the interpretation, applicability, enforceability, or formation of these Terms including but not limited to any claim that all or any part of these Terms is void or voidable, whether a claim is subject to arbitration, and any

dispute regarding the payment of JAMS administrative or arbitrator fees (including the timing of such payments and remedies for nonpayment). The arbitrator shall be empowered to grant whatever relief would be available in a court under law or in equity. The parties agree that the arbitrator may allow the filing of dispositive motions if they are likely to efficiently resolve or narrow issues in dispute. The arbitrator's award shall be written and shall be binding on the parties and may be entered as a judgment in any court of competent jurisdiction. No arbitration award or decision will have any preclusive effect as to issues or claims in any dispute with anyone who is not a named party to the arbitration.

The rules governing the arbitration may be accessed at www.jamsadr.org or by calling JAMS at (800) 352-5267. If you commence arbitration in accordance with these Terms, you will be required to pay \$250 to initiate the arbitration. To the extent the filing fee for the arbitration exceeds the cost of filing a lawsuit, the arbitrator may require Mentava, Inc. to pay the additional cost. You are responsible for your own attorneys' fees unless the arbitration rules and/or applicable law provide otherwise. If the arbitrator finds the arbitration to be non-frivolous, Mentava, Inc. will pay all of the actual filing and arbitrator fees for the arbitration, provided your claim does not exceed \$75,000. For claims above \$75,000, fees and costs will be determined in accordance with applicable JAMS rules. The arbitration rules permit you to recover attorney's fees in certain cases. If, however, the arbitrator finds that either the substance of your claim or the relief sought in the demand is frivolous or brought for an improper purpose (as measured by the standards set forth in Federal Rule of Civil Procedure 11(b)), then the payment of all such fees will be governed by the rules of the arbitration administrator. In such case, you agree to reimburse us for all monies previously disbursed by us that are otherwise your obligation to pay under the rules of the arbitration administrator.

Any arbitration demand or counterclaim asserted by either party must contain sufficient information to provide fair notice to the other party of the asserting party's identity, the claims being asserted, and the factual allegations on which they are based. The arbitrator and/or JAMS may require amendment of any demand or counterclaim that does not satisfy these requirements. The arbitrator has the right to impose sanctions in accordance with JAMS Rule 24 for any claims the arbitrator determines to be frivolous or improper (under the standard set forth in Federal Rule of Civil Procedure 11).

The parties agree that JAMS has discretion to modify the amount or timing of any administrative or arbitration fees due under JAMS's Rules where it deems appropriate, provided that such modification does not increase the costs to you, and you waive any objection to such fee modification. The parties also agree that a good-faith challenge by either party to the fees imposed by JAMS does not constitute a default, waiver, or breach of this Section 14 while such challenge remains pending before JAMS, the arbitrator, and/or a court of competent jurisdiction.

The parties understand that, absent this mandatory provision, they would have the right to sue in court and have a jury trial. They further understand that, in some instances, the costs of arbitration could exceed the costs of litigation and the right to discovery may be more limited in arbitration than in court.

6.2.5 Location. If you are a resident of the United States, arbitration will take place at any reasonable location within the United States convenient for you, unless you and we both agree to another location or telephonic arbitration. You and Mentava, Inc. agree to submit to the personal jurisdiction of any federal or state court in New York, New York in order to compel arbitration, stay proceedings pending arbitration, or to confirm, modify, vacate, or enter judgment on the award entered by the arbitrator.

6.2.6 Class Action Waiver. The parties further agree that the arbitration shall be conducted in the party's respective individual capacities only and not as a class action or other representative action, and the parties expressly waive their right to file a class action or seek relief on a class basis. YOU AND MENTAVA, INC. AGREE THAT EACH MAY BRING CLAIMS AGAINST THE OTHER ONLY IN YOUR OR ITS INDIVIDUAL CAPACITY, AND NOT AS A PLAINTIFF OR CLASS MEMBER IN ANY PURPORTED CLASS OR REPRESENTATIVE PROCEEDING. If there is a final judicial determination that applicable law precludes enforcement of this paragraph's limitations as to a particular remedy, then that remedy (and only that remedy) must be severed from the arbitration and may be sought in court. The parties agree, however, that any adjudication of remedies not subject to arbitration shall be stayed pending the outcome of any arbitrable claims and remedies.

6.2.7 Exception: Litigation of Intellectual Property and Small Claims Court Claims. Notwithstanding the parties' decision to resolve all disputes through arbitration, either party may bring enforcement actions,

validity determinations or claims arising from or relating to theft, piracy or unauthorized use of intellectual property in state or federal court with jurisdiction or in the U.S. Patent and Trademark Office to protect its intellectual property rights ("intellectual property rights" means patents, copyrights, moral rights, trademarks, and trade secrets, but not privacy or publicity rights). Either party may also seek relief in a small claims court for disputes or claims within the scope of that court's jurisdiction. Either party may also seek a declaratory judgment or other equitable relief in a court of competent jurisdiction regarding whether a party's claims are time-barred or may be brought in small claims court in your state and county of residence. Seeking such relief shall not waive a party's right to arbitration under this agreement.

6.2.8 30-Day Right to Opt Out. You have the right to opt out and not be bound by the arbitration and class action waiver provisions set forth above by sending written notice of your decision to opt out to [INSERT] with the subject line, "ARBITRATION AND CLASS ACTION WAIVER OPT-OUT." The notice must be sent within thirty (30) days of (a) [Date you post these updated terms]; or (b) your first date that you used the Services that contained any versions of the Terms that included this version of the mandatory arbitration and class action waiver, whichever is later. Otherwise you shall be bound to arbitrate disputes in accordance with the terms of these paragraphs. If you opt out of these arbitration provisions, Mentava, Inc. also will not be bound by them.

6.2.9 Changes to This Section. Mentava, Inc. will provide thirty (30) days' notice of any changes affecting the substance to this section by posting on the Services. Amendments will become effective thirty (30) days after they are posted on the Services or sent to you by email. If you continue to use the site after the 30th day, you agree that any unfiled claims of which Mentava, Inc. does not have actual notice are subject to the revised clause. You may reject any such change by sending us written notice within 30 days of the change. By rejecting any future change, you are agreeing that you will arbitrate any dispute between us in accordance with the language of this Section.

6.2.10 Survival. This Mandatory Arbitration and Class Action Waiver section shall survive (i) any termination of your use of the Services or changes in, these Terms of Use other than changes to this section and any relationship between you and us; (ii) the bankruptcy of any party or any other similar proceeding; and (iii) payment in full of any debt by you or by a third party. Should any portion of this Section be deemed invalid or unenforceable, the remaining portions shall nevertheless remain in force.

Any failure or other delay by either party in enforcing this Section at any time, or in connection with any particular Claims, will not constitute a waiver of any rights to require arbitration at a later time or in connection with any other Claims. Decisions rendered in arbitration proceedings will be final and binding on the parties. There shall be no appeal from arbitration decisions other than for arbitrator bias, fraud or misconduct and any award granted in arbitration will be enforceable by any court having jurisdiction as provided by the FAA and/or other applicable law.

7. SEVERABILITY

You and Mentava, Inc. agree that if any portion of these Terms of Use is found illegal or unenforceable, in whole or in part by any court of competent jurisdiction, such provision shall, as to such jurisdiction, be ineffective solely to the extent of such determination of invalidity or unenforceability without affecting the validity or enforceability thereof in any other manner or jurisdiction and without affecting the remaining provisions of the Agreement, which shall continue to be in full force and effect.

8. GENERAL PROVISIONS

8.1 Force Majeure.

Under no circumstances shall Mentava, Inc. or its subprocessors be held liable for any delay or failure in performance resulting directly or indirectly from an event beyond its reasonable control.

8.2. Assignment

You may not assign or delegate any rights or obligations under the Terms of Use or [Privacy Policy](#) without Mentava, Inc.'s prior written consent, and any unauthorized assignment and delegation by you is void and ineffective.

8.3. Entire Agreement

These Terms of Use contain the entire understanding of you and Mentava, Inc. and supersede all prior understandings of the parties hereto relating to the subject matter hereof, whether electronic, oral or written, or whether established by custom, practice, policy or precedent, between you and us with respect to the Service.

8.4. Notices

We may notify you via postings or via e-mail. All notices given by you or required from you under these Terms of Use shall be in writing and addressed to: support@mentava.com.

Any notices that you provide without compliance with this Section on Notices shall have no legal effect.

You consent to receive notifications from Mentava, Inc. electronically and agree that all notices, disclosures, and other communications that we provide to you electronically satisfy any legal requirement that such communications be in writing or be delivered in a particular manner. You agree that you have the ability to store such electronic communications such that they remain accessible to it in an unchanged form. You agree to keep your contact information current.

8.5 Statute of Limitations.

Except for residents of New Jersey, you agree that regardless of any statute or law to the contrary, any claim or cause of action arising out of or related to the use of the Services and/or these Terms must be filed within one (1) year after such claim or cause of action arose or be forever barred.

8.6 No Waiver.

No waiver of any provision of these Terms will be binding unless in writing, no waiver of any provisions of these Terms will be deemed a further or continuing waiver of such provision or any other provision, and the failure of Mentava, Inc. to exercise or enforce any right or remedy in these Terms does not waive that right or remedy. If an arbitrator or a court of competent jurisdiction finds any provision of these Terms to be invalid, the parties agree that the court should endeavor to give effect, to the maximum extent permitted by law, to the parties' intentions as reflected in the provision, and the other provisions of these Terms will remain in full force and effect.

8.7. iOS Terms

You acknowledge and agree that (i) these Terms are binding between you and Mentava, Inc. only, and Apple is not a party hereto, and (ii) as between Mentava, Inc. and Apple, it is Mentava, Inc. that is responsible for the app and the content thereof. You must use the iOS app only on an Apple-branded product that runs iOS. Your use of the app must comply with the terms of use applicable to the Apple source from which you obtain it (including the Usage Rules set forth in the Apple App Store Terms of Service). You acknowledge that Apple has no obligation to furnish you with any maintenance and support services with respect to the app.

You acknowledge that Apple is not responsible for addressing any claims you have or any claims of any third party relating to the app or your possession and use of the app, including, but not limited to (i) product warranty or liability claims; (ii) any claim that the app fails to conform to any applicable legal or regulatory requirement; (iii) claims arising under consumer protection or similar legislation; or (iv) claims that the app infringes a third party's intellectual property rights.

In the event of any failure of the iOS version of the app to conform to any applicable warranty that has not been effectively disclaimed by these Terms, you may notify Apple, and Apple will refund the purchase price for the app (if any) to you; to the maximum extent permitted by applicable law, Apple will have no other warranty obligation whatsoever with respect to the app, and, as between Apple and Mentava, Inc., any other claims, losses, liabilities, damages, costs or expenses attributable to any failure to conform to any warranty will be Mentava, Inc.'s responsibility, but only to the extent provided by these Terms of Use. Please read the entire Terms of Use, as other sections of these Terms limit Mentava, Inc.'s liability in this regard.

9. Contact Us

If you have any questions about these Terms of Use, please contact us by email at support@mentava.com.