

REFRAME

TERMS OF USE

Acceptance of the Terms of Use

These terms of use are entered into by and between You and REFRAME.com, LLC. (“REFRAME”, “Company,” “we,” or “us”). The following terms and conditions, together with any documents they expressly incorporate by reference (collectively, “Terms of Use”), govern your access to and use of the website REFRAME.com (our “Website”) or when you download, install, access, or use the REFRAME App (our “App”), including any content, functionality, and services offered on or through the same and regardless as to which device may be used to access the same (collectively, the “REFRAME Service”).

Please read the Terms of Use carefully before you start to use the REFRAME Service. By using the REFRAME Service, you accept and agree to be bound and abide by these Terms of Use and our **Privacy Policy**, found at [_____](#), incorporated herein by reference. If you do not agree to these Terms of Use or the Privacy Policy, you must not access or use the REFRAME Service.

The REFRAME Service is offered and available to users who are 18 years of age or older. By using the REFRAME Service, you represent and warrant that you are of legal age to form a binding contract with the Company and meet all of the foregoing eligibility requirements. If you do not meet all of these requirements, you must not access or use the REFRAME Service.

THE REFRAME SERVICES ARE NOT A MEDICAL DEVICE AND YOU EXPRESSLY AGREE THAT THE REFRAME SERVICES DO NOT INVOLVE THE PROVISION OF MEDICAL ADVICE BY REFRAME. THE REFRAME SERVICES ARE NOT INTENDED TO DIAGNOSE, TREAT, CURE, OR PREVENT ANY DISEASE OR MEDICAL CONDITION. THE REFRAME SERVICES ARE FOR INFORMATIONAL PURPOSES ONLY AND CANNOT REPLACE THE REFRAME SERVICES OF PHYSICIANS OR MEDICAL PROFESSIONALS.

THE REFRAME SERVICES, INCLUDING ALL INFORMATION, TEXT, PHOTOGRAPHS, IMAGES, ILLUSTRATIONS, GRAPHICS, AUDIO, VIDEO, AND AUDIO-VIDEO CLIPS, AND OTHER MATERIALS, WHETHER PROVIDED BY US OR THIRD PARTIES, IS NOT INTENDED TO BE AND SHOULD NOT BE USED IN PLACE OF (a) THE ADVICE OF YOUR PHYSICIAN OR OTHER MEDICAL PROFESSIONALS, (b) A VISIT, CALL, OR CONSULTATION WITH YOUR PHYSICIAN OR OTHER MEDICAL PROFESSIONALS, OR (c) INFORMATION CONTAINED ON OR IN ANY PRODUCT PACKAGING OR LABEL.

SHOULD YOU HAVE ANY HEALTH-RELATED QUESTIONS, PLEASE CALL OR SEE YOUR PHYSICIAN OR OTHER MEDICAL PROVIDER PROMPTLY. SHOULD YOU HAVE AN EMERGENCY, CALL YOUR PHYSICIAN OR 911 IMMEDIATELY. YOU SHOULD NEVER DISREGARD MEDICAL ADVICE OR DELAY IN SEEKING MEDICAL ADVICE BECAUSE OF ANY INFORMATION PRESENTED ON THE SERVICES, AND YOU SHOULD NOT USE THE REFRAME SERVICES OR ANY INFORMATION PROVIDED IN THE REFRAME SERVICES FOR DIAGNOSING OR TREATING A HEALTH PROBLEM. THE TRANSMISSION AND RECEIPT OF REFRAME SERVICES, IN WHOLE OR IN PART,

OR COMMUNICATION VIA THE INTERNET, EMAIL, OR OTHER MEANS DOES NOT CONSTITUTE OR CREATE A DOCTOR-PATIENT, THERAPIST-PATIENT, OR OTHER HEALTHCARE PROFESSIONAL RELATIONSHIP BETWEEN YOU AND REFRAME.

REFRAME is not responsible for any health problems that may result from information you learn about through the REFRAME Services.

You acknowledge that learning to use and market REFRAME Services correctly and legally is your responsibility, and that REFRAME is not responsible for your ability/inability to master the necessary skills to utilize or market REFRAME Services. You agree to not market REFRAME Services for any off-label use or purposes and use REFRAME products only as set forth by REFRAME.

Changes to the Terms of Use

We may revise and update these Terms of Use from time to time in our sole discretion. All changes are effective immediately when we post them, and apply to all access to and use of the REFRAME Service thereafter. Your continued use of the REFRAME Service following the posting of revised Terms of Use means that you accept and agree to the changes. You are expected to check this page from time to time so you are aware of any changes, as they are binding on you.

Accessing the REFRAME Service and Account Security

We reserve the right to withdraw or amend the REFRAME Service, and any service or material we provide on the REFRAME Service, in our sole discretion without notice. We will not be liable if for any reason all or any part of the REFRAME Service is unavailable at any time or for any period. From time to time, we may restrict access to some parts of the REFRAME Service, or the entire REFRAME Service, to users, including registered users.

You are responsible for both:

- Making all arrangements necessary for you to have access to the REFRAME Service; and
- Ensuring that all persons who access the REFRAME Service through your internet connection are aware of these Terms of Use and comply with them.

To access the REFRAME Service or some of the resources it offers, you may be asked to provide certain registration details or other information. It is a condition of your use of the REFRAME Service that all the information you provide on the REFRAME Service is correct, current, and complete. You agree that all information you provide to register with the REFRAME Service or otherwise, including, but not limited to, through the use of any interactive features on the REFRAME Service, is governed by our Privacy Policy, found at [_____](#), and you consent to all actions we take with respect to your information consistent with our Privacy Policy.

We have the right to disable any username, password, or other identifier, whether chosen by you or provided by us, at any time in our sole discretion for any or no reason, including if, in our opinion, you have violated any provision of these Terms of Use.

Intellectual Property Rights

The REFRAME Service and its entire contents, features, and functionality (including but not limited to all information, software, text, displays, images, video, and audio, and the design,

selection, and arrangement thereof) are owned by the Company, its licensors, or other owners and providers of such material and are protected by United States and international copyright, trademark, patent, trade secret, and other intellectual property or proprietary rights laws.

These Terms of Use permit you to use the REFRAME Service only as permitted by all applicable law. You must not reproduce, distribute, modify, create derivative works of, publicly display, publicly perform, republish, download, store, or transmit any of the material on our REFRAME Service. If you wish to make any use of material on the REFRAME Service other than that set out in this section, please address your request to: support@REFRAME.com.

All rights not expressly granted are reserved by the Company. Any use of the REFRAME Service not expressly permitted by these Terms of Use is a breach of these Terms of Use and may violate copyright, trademark, and other laws.

Trademarks

The Company name, certain terms reflected on the REFRAME Service, the Company logo, and all related names, logos, product and service names, designs, and slogans are trademarks of the Company or its affiliates or licensors. You must not use such marks without the prior written permission of the Company. All other names, logos, product and service names, designs, and slogans on the REFRAME Service are the trademarks of their respective owners.

Prohibited Uses

You may use the REFRAME Service only for lawful purposes and in accordance with these Terms of Use. You agree not to use the REFRAME Service:

- In any way that violates any applicable federal, state, local, or international law or regulation (including, without limitation, any laws regarding the export of data or software to and from the US or other countries).
- For the purpose of exploiting, harming, or attempting to exploit or harm minors in any way by exposing them to inappropriate content or otherwise.
- To send, knowingly receive, upload, download, use, or re-use any material that does not comply with the Content Standards set out in these Terms of Use.
- To transmit, or procure the sending of, any advertising or promotional material, including any “junk mail,” “chain letter,” “spam,” or any other similar solicitation.
- To impersonate or attempt to impersonate the Company, a Company employee, another user, or any other person or entity (including, without limitation, by using email addresses or screen names associated with any of the foregoing).
- To engage in any other conduct that restricts or inhibits anyone’s use or enjoyment of the REFRAME Service, or which, as determined by us, may harm the Company or users of the REFRAME Service, or expose them to liability.

Additionally, you agree not to:

- Use the REFRAME Service in any manner that could disable, overburden, damage, or impair the site or interfere with any other party’s use of the REFRAME Service, including their ability to engage in real time activities through the REFRAME Service.

- Use any device, software, or routine that interferes with the proper working of the REFRAME Service.
- Introduce any viruses, Trojan horses, worms, logic bombs, or other material that is malicious or technologically harmful.
- Attempt to gain unauthorized access to, interfere with, damage, or disrupt any parts of the REFRAME Service, the server on which the REFRAME Service is stored, or any server, computer, or database connected to the REFRAME Service.
- Attack the REFRAME Service via a denial-of-service attack or a distributed denial-of-service attack.
- Reverse engineer, decompile, or disassemble the REFRAME Service.
- Otherwise attempt to interfere with the proper working of the REFRAME Service.

Monitoring and Enforcement; Termination

We have the right to:

- Take appropriate legal action, including without limitation, referral to law enforcement, for any illegal or unauthorized use of the REFRAME Service.
- Terminate or suspend your access to all or part of the REFRAME Service for any or no reason, including without limitation, any violation of these Terms of Use.

Without limiting the foregoing, we have the right to cooperate fully with any law enforcement authorities or court order requesting or directing us to disclose the identity or other information of anyone posting any materials on or through the REFRAME Service. YOU WAIVE AND HOLD HARMLESS THE COMPANY AND ITS AFFILIATES, LICENSEES, AND SERVICE PROVIDERS FROM ANY CLAIMS RESULTING FROM ANY ACTION TAKEN BY THE COMPANY DURING, OR TAKEN AS A CONSEQUENCE OF, INVESTIGATIONS BY EITHER THE COMPANY OR LAW ENFORCEMENT AUTHORITIES.

Reliance on Information Posted

The information presented on or through the REFRAME Service is made available solely for general information purposes. We do not warrant the accuracy, completeness, or usefulness of this information. Any reliance you place on such information is strictly at your own risk. We disclaim all liability and responsibility arising from any reliance placed on such materials by you or any other visitor to the REFRAME Service, or by anyone who may be informed of any of its contents.

We may update the content on the REFRAME Service from time to time, but its content is not necessarily complete or up-to-date. Any of the material on the REFRAME Service may be out of date at any given time, and we are under no obligation to update such material.

Information About You and Your Visits to the REFRAME Service

All information we collect on the REFRAME Service is subject to our Privacy Policy, which is found at [_____](#). By using the REFRAME Service, you consent to all actions taken by us with respect to your information in compliance with such privacy policy.

Links from the REFRAME Service

If the REFRAME Service contains links to other sites and resources provided by third parties, these links are provided for your convenience only. This includes links contained in advertisements, including banner advertisements and sponsored links. We have no control over the contents of those sites or resources, and accept no responsibility for them or for any loss or damage that may arise from your use of them. If you decide to access any of the third-party websites linked to the REFRAME Service, you do so entirely at your own risk and subject to the terms and conditions of use, privacy policies, and other rules governing the use of such websites.

Geographic Restrictions

The owner of the REFRAME Service is based in the State of Utah in the United States. We make no claims that the REFRAME Service or any of its content is accessible or appropriate outside of the United States. Access to the REFRAME Service may not be legal by certain persons or in certain countries. If you access the REFRAME Service from outside the United States, you do so on your own initiative and are responsible for compliance with local laws.

Monthly Subscription Fee

You agree to the monthly subscription fee indicated on your purchase receipt. Sales tax is included in the monthly subscription fee for Utah residents. We do not collect sales taxes in other jurisdictions or other taxes such as VAT. You are responsible for paying VAT or other taxes related to your subscription purchase. This monthly subscription fee will be automatically renewed each month on approximately the purchase anniversary date unless REFRAME is notified prior to the end of the previous subscription period. You agree to provide REFRAME a credit or debit card to be processed each month. You further agree to maintain updated and valid credit card information with us through the period of this Agreement. If a monthly subscription charge is declined by your bank card provider, we may immediately disable access to the REFRAME Service.

Changes to Subscription Plans and Monthly Fee

You understand that we may change subscription plans and monthly subscription fee from time to time; however, any changes to subscription plans or monthly subscription fee will apply no earlier than 30 days following notice to you.

Disclaimer of Warranties

YOUR USE OF THE REFRAME SERVICE, ITS CONTENT, AND ANY SERVICES OR ITEMS OBTAINED THROUGH THE REFRAME SERVICE IS AT YOUR OWN RISK. THE REFRAME SERVICE, ITS CONTENT, AND ANY SERVICES OR ITEMS OBTAINED THROUGH THE REFRAME SERVICE ARE PROVIDED ON AN “AS IS” AND “AS AVAILABLE” BASIS, WITHOUT ANY WARRANTIES OF ANY KIND, EITHER EXPRESS OR IMPLIED. NEITHER THE COMPANY NOR ANY PERSON ASSOCIATED WITH THE COMPANY MAKES ANY WARRANTY OR REPRESENTATION WITH RESPECT TO THE COMPLETENESS, SECURITY, RELIABILITY, QUALITY, ACCURACY, OR AVAILABILITY OF THE REFRAME SERVICE. WITHOUT LIMITING THE FOREGOING, NEITHER THE COMPANY NOR ANYONE ASSOCIATED WITH THE COMPANY REPRESENTS OR WARRANTS THAT THE REFRAME SERVICE, ITS CONTENT, OR ANY

SERVICES OR ITEMS OBTAINED THROUGH THE REFRAME SERVICE WILL BE ACCURATE, RELIABLE, ERROR-FREE, OR UNINTERRUPTED, THAT DEFECTS WILL BE CORRECTED, THAT OUR SITE OR THE SERVER THAT MAKES IT AVAILABLE ARE FREE OF VIRUSES OR OTHER HARMFUL COMPONENTS, OR THAT THE REFRAME SERVICE OR ANY SERVICES OR ITEMS OBTAINED THROUGH THE REFRAME SERVICE WILL OTHERWISE MEET YOUR NEEDS OR EXPECTATIONS.

TO THE FULLEST EXTENT PROVIDED BY LAW, THE COMPANY HEREBY DISCLAIMS ALL WARRANTIES OF ANY KIND, WHETHER EXPRESS OR IMPLIED, STATUTORY, OR OTHERWISE, INCLUDING BUT NOT LIMITED TO ANY WARRANTIES OF MERCHANTABILITY, NON-INFRINGEMENT, AND FITNESS FOR PARTICULAR PURPOSE.

THE FOREGOING DOES NOT AFFECT ANY WARRANTIES THAT CANNOT BE EXCLUDED OR LIMITED UNDER APPLICABLE LAW.

You understand that we cannot and do not guarantee or warrant that the REFRAME Service will be free of viruses or other destructive code. You are responsible for implementing sufficient procedures and checkpoints to satisfy your particular requirements for anti-virus protection and accuracy of data input and output, and for maintaining a means external to our site for any reconstruction of any lost data.

Limitation on Liability

TO THE FULLEST EXTENT PROVIDED BY LAW, IN NO EVENT WILL THE COMPANY, ITS AFFILIATES, OR THEIR LICENSORS, SERVICE PROVIDERS, EMPLOYEES, AGENTS, OFFICERS, OR DIRECTORS BE LIABLE FOR DAMAGES OF ANY KIND, UNDER ANY LEGAL THEORY, ARISING OUT OF OR IN CONNECTION WITH YOUR USE, OR INABILITY TO USE, THE REFRAME SERVICE, ANY WEBSITES LINKED TO IT, ANY CONTENT ON THE REFRAME SERVICE OR SUCH OTHER REFRAME SERVICES, INCLUDING ANY DIRECT, INDIRECT, SPECIAL, INCIDENTAL, CONSEQUENTIAL, OR PUNITIVE DAMAGES, INCLUDING BUT NOT LIMITED TO, PERSONAL INJURY, PAIN AND SUFFERING, EMOTIONAL DISTRESS, LOSS OF REVENUE, LOSS OF PROFITS, LOSS OF BUSINESS OR ANTICIPATED SAVINGS, LOSS OF USE, LOSS OF GOODWILL, LOSS OF DATA, AND WHETHER CAUSED BY TORT (INCLUDING NEGLIGENCE), BREACH OF CONTRACT, OR OTHERWISE, EVEN IF FORESEEABLE.

THE FOREGOING DOES NOT AFFECT ANY LIABILITY THAT CANNOT BE EXCLUDED OR LIMITED UNDER APPLICABLE LAW.

Indemnification

You agree to defend, indemnify, and hold harmless the Company, its affiliates, licensors, and service providers, and its and their respective officers, directors, employees, contractors, agents, licensors, suppliers, successors, and assigns from and against any claims, liabilities, damages, judgments, awards, losses, costs, expenses, or fees (including reasonable attorneys' fees) arising out of or relating to your violation of these Terms of Use or your use of the REFRAME Service, including, but not limited to, your User Contributions, any use of the REFRAME Service's content, services, and products other than as expressly authorized in these Terms of Use, or your use of any information obtained from the REFRAME Service.

Governing Law and Jurisdiction

All matters relating to the REFRAME Service and these Terms of Use, and any dispute or claim arising therefrom or related thereto (in each case, including non-contractual disputes or claims), shall be governed by and construed in accordance with the laws of the State of Utah in the United States of America without giving effect to any choice or conflict of law provision or rule (whether of the State of Utah or any other jurisdiction).

You agree to resolve any disputes or claims arising out of or related to these Terms of Use or the REFRAME Services through final and binding arbitration by a single arbitrator consistent with the Federal Arbitration Act and the contractual limitations set forth herein. There shall be no authority for any claims to be litigated or arbitrated on a class or representative basis. The prevailing party in any dispute regarding this Agreement, or otherwise between the parties, agrees to pay all reasonable costs and fees, including attorney's fees and all arbiter's fees, associated with any dispute regarding this Agreement. This includes disputes arising out of or relating to interpretation or application of this mandatory arbitration provision, including its enforceability, revocability, or validity. An award of arbitration may be confirmed in a court of competent jurisdiction.

Notwithstanding the foregoing, either party may bring a lawsuit solely for injunctive relief to stop unauthorized use or abuse of the REFRAME Services, or violation of any intellectual property.

Subject to the mandatory arbitration provision, the parties irrevocably consent to bring any action to resolve or enforce claims arising under or relating to this Agreement in the federal or state courts in Salt Lake City, Utah, and each party irrevocably submits to the exclusive jurisdiction of such courts in any such suit, action, or proceeding.

You also agree to waive any right to assert any claims against REFRAME as a representative or member in any class or representative action, except where such waiver is prohibited by law or deemed by a court of law to be against public policy, and you agree to waive all rights to such class or representative proceedings. No judge or arbitrator may consolidate or join the claims of other persons or parties who may be similarly situated.

No Refunds

All sales are final. Payments are nonrefundable and there are no refunds or credits for partially used periods. Following any cancellation, however, you will continue to have access to the REFRAME Service through the end of the current billing period.

Collection Fees

Should collection become necessary, you hereby expressly agree to pay all actual costs of collection plus an additional collection of 35% of the amount outstanding, whether or not the account is turned to an outside collection agency. You further agree to pay all court costs and attorney's fees should legal action become necessary.

Limitations on Installation

REFRAME grants you only one (1) installation. You may install the REFRAME Service on no more than two (2) devices at any time, and you agree that you will use the REFRAME Service on only one (1) device at any given time.

Limitation on Time to File Claims

ANY CAUSE OF ACTION OR CLAIM YOU MAY HAVE ARISING OUT OF OR RELATING TO THESE TERMS OF USE OR THE REFRAME SERVICE MUST BE COMMENCED WITHIN ONE (1) YEAR AFTER THE CAUSE OF ACTION ACCRUES; OTHERWISE, SUCH CAUSE OF ACTION OR CLAIM IS PERMANENTLY BARRED.

Waiver and Severability

No waiver by the Company of any term or condition set out in these Terms of Use shall be deemed a further or continuing waiver of such term or condition or a waiver of any other term or condition, and any failure of the Company to assert a right or provision under these Terms of Use shall not constitute a waiver of such right or provision.

If any provision of these Terms of Use is held by a court or other tribunal of competent jurisdiction to be invalid, illegal, or unenforceable for any reason, such provision shall be eliminated or limited to the minimum extent such that the remaining provisions of the Terms of Use will continue in full force and effect.

Entire Agreement

The Terms of Use and our Privacy Policy constitute the sole and entire agreement between you and REFRAME regarding the REFRAME Service and supersede all prior and contemporaneous understandings, agreements, representations, and warranties, both written and oral, regarding the REFRAME Service. There are no third-party beneficiaries of these Terms of Use.

Your Comments and Concerns

The REFRAME Service is operated by REFRAME.com, LLC, 1064 S. North County Blvd., Ste. 330, Pleasant Grove, UT 84062.

All other feedback, comments, requests for support, and other communications relating to the REFRAME Service should be directed to: support@REFRAME.com.