Terms and Conditions of Use

Updated: July 1, 2022

DO NOT USE THIS SERVICE FOR EMERGENCY MEDICAL NEEDS. IF YOU EXPERIENCE A MEDICAL EMERGENCY, CALL 911 IMMEDIATELY.
IF YOU ARE THINKING ABOUT SUICIDE OR IF YOU ARE CONSIDERING ACTIONS THAT MAY CAUSE HARM TO YOU OR OTHERS OR IF YOU FEEL THAT YOU ARE OR ANY OTHER PERSON MAY BE IN DANGER OR IF YOU HAVE A MEDICAL EMERGENCY YOU MUST IMMEDIATELY CALL 911 OR ANOTHER EMERGENCY SERVICE NUMBER. OUR SITE DISPLAYS THE SUICIDE HOTLINE IN SEVERAL LOCATIONS AND HAS AN INDEX OF RESOURCES FOR MENTAL HEALTH EMERGENCIES WHICH WE IMPLORE ALL USERS OF THIS SITE AND THE SERVICES TO USE WHEN FACED WITH AN IMMEDIATE OR EMERGENT CRISIS.

Introduction

PLEASE READ ALL OF THE FOLLOWING TERMS AND CONDITIONS OF USE ("TOU" or "Terms") BEFORE USING https://uwill.com (the "Site"), the mobile app, or our related services (collectively with the Site, the "Services"). By continuing to access, link to, or use the Services, including any information, features, and functionality located on the Services, you signify your acceptance of and agree to be legally bound by the TOU.

Uwill, Inc. ("Uwill", "us", "we", or "our") is the owner and operator of the Services, and reserves the right, in its sole discretion, to modify the TOU at any time. If we make material changes to these Terms, we will inform you as required by applicable law. Any such modifications shall be effective immediately, so you should continue to review the TOU whenever you access the Services for use. Your use of the Services, or any product or service on the Services, after the posting of modifications to the TOU will constitute your acceptance of the TOU, as modified and as indicated by the "Last Updated" date located at the beginning of the TOU. If, at any time, you do not wish to accept the TOU, you should immediately discontinue any use of the Services. Any terms and conditions proposed by you which are in addition to or which conflict with the TOU are expressly rejected by us and shall be of no force or effect.

You agree to provide "Contact Information" (your personal contact and/or a close family member/relation) to your mental health counselor or similar provider (each a, "Provider" and collective, "Providers") to act as an information source to be used in case of a mental health crisis or other emergency where knowledge of your location is crucial. You acknowledge that your ability to access and use the Services is conditioned upon the truthfulness of the information you provide regarding your age, residence and Contact Information and that the Providers you access are relying upon this certification in order to interact with you and provide the Services.

UWILL DOES NOT PROVIDE MEDICAL ADVICE OR DIAGNOSIS. ONLY LICENSED HEALTHCARE PROVIDERS MAY PROVIDE MEDICAL ADVICE. USE OF THE SERVICES DOES NOT CREATE A DOCTOR-PATIENT RELATIONSHIP. USERS ARE SOLELY RESPONSIBLE FOR THEIR DECISION TO OBTAIN TREATMENT FROM A MEDICAL PROFESSIONAL. IF YOU ARE EXPERIENCING AN EMERGENCY, YOU MUST DIAL 911 OR CONTACT A MEDICAL PROVIDER DIRECTLY.

WELLNESS ASSETS AND CLASSES ARE PROVIDED FOR GENERAL PURPOSES ONLY. CONSULT YOUR HEALTHCARE PROVIDER BEFORE PARTICIPATING. BY PARTICIPATING IN WELLNESS ACTIVITIES, YOU AGREE THAT YOU DO SO VOLUNTARILY AND ASSUME ALL RISK OF INJURY.

HEALTHCARE PROVIDERS SHOULD ONLY USE INFORMATION OBTAINED THROUGH THE SERVICES AS GUIDANCE AND ARE SOLELY AND EXCLUSIVELY RESPONSIBLE FOR THEIR PROVISION OF CLINICAL OR PROFESSIONAL MEDICAL SERVICES.

We and our licensors and suppliers of content, suppliers of equipment, agents, members, managers, officers, employees, representatives, successors, and assigns may, at their sole discretion, and at any time, discontinue the Services, in whole or in part, or may prevent or restrict your use of the Services or any product or service on the Services, in each case with or without notice to you. You agree that you do not have any rights in the Services and that we will have no liability to you if the Services are discontinued or if your ability to access the Services or any content posted on the Services is terminated.

Unauthorized access, distribution, reproduction, copying, retransmission, publication, sale, exploitation (commercial or otherwise), or any other form of transfer of any portion of the Services, including but not limited to all content, is hereby expressly prohibited.

Content and Intellectual Property Rights

All content on the Services, including but not limited to, articles, other text, photographs, directories, images, guides, audio clips, and promotional copy, as well as the emblems, trademarks, trade names, copyrights, copyrightable material, service marks, and any other form of intellectual property (collectively, "Intellectual Property") is owned by or licensed to us or third parties and are protected from unlawful use, replication, and distribution by copyright, trademark, publicity, and other laws. Nothing in the TOU is to be interpreted as transferring or licensing any Intellectual Property to you. Unless specifically permitted in writing by us, you shall not duplicate, capture, trade, upload, or otherwise exploit in whole or in part any of the Intellectual Property. Any use of the Intellectual Property other than as permitted by the TOU will constitute a violation of the TOU and may constitute copyright and/or patent infringement.

Copyrights

We respect the Intellectual Property of others and ask that our users do the same. In accordance with the Digital Millennium Copyright Act, we have designated a Copyright Agent to receive notice of claims of copyright infringement on the Services. Our Copyright Agent may be reached by emailing mlondon@uwill.com.

License and Access

Uwill grants you a limited license to access and make personal use of the Services and not to download (other than page caching) or modify it, or any portion of it, except with express written consent of Uwill. This license does not include any resale or commercial use of the Services or its contents; any derivative use of the Services or its contents; any downloading or copying of account information; or any use of data mining, robots, or similar data gathering and extraction tools. Unless otherwise specified by Uwill in a separate license, your right to use any software, data, documentation or other materials that you access or download through the Services is subject to these Terms

The Uwill Services or any portion of the Uwill Site may not be reproduced, duplicated, copied, sold, resold, visited, or otherwise exploited for any commercial purpose without express written consent of Uwill. You may not frame or utilize framing techniques to enclose any trademark, logo, or other proprietary information (including images, text, page layout, or form) of Uwill without express written consent. You may not use any meta tags or any other "hidden text" utilizing Uwill's name or trademarks without the express written consent of Uwill. Any unauthorized use terminates the permission or license granted by Uwill. You are granted a limited, revocable, and nonexclusive right to create a hyperlink to the home page of the Site, so long as the link does not portray Uwill, or its products or services in a false, misleading, derogatory, or otherwise offensive matter. You may not use any Uwill logo or other proprietary graphic or trademark as part of the link without express written permission.

Any sample or form documents available through the Services are provided for general information purposes only. Your use of any of these sample documents is at your own risk, and you should not use any of these sample documents without first seeking legal, medical and other professional advice. The provision of these sample documents (and the documents themselves) do not constitute medical or legal advice or opinions of any kind. Uwill and its affiliates (and any of their respective directors, officers, agents, contractors, interns, suppliers and employees) will not be liable for any damages, losses or causes of action of any nature arising from any use of any of the sample documents or the provision of these sample documents.

Prohibited Use of the Services

You may not attempt or cause to attempt to gain unauthorized access to any portion or feature of the Services, or any other systems or networks connected to the Services, by hacking, password "cracking," or any other illegitimate means. You may not breach or cause to breach the security or authentication measures on the Services or any other systems or networks connected to the Services, or otherwise attempt to interfere with the proper functioning of the Services. You will not falsify your identity or impersonate another person engage in conduct that limits the use and enjoyment of the Services, or any part thereof, by other users in any way, in each case as determined by us in our sole and absolute discretion.

In addition, you agree not to and will not assist another to:

a) reverse engineer, disassemble, alter, decompile, duplicate, create derivative works from, make copies of, extract information from, distribute, license, lease, sell, resell, transfer,

publicly display, publicly perform, transmit, stream, broadcast or otherwise exploit the Services, in whole or in part, except as expressly permitted by us;

b) upload, post or store any materials that directly or indirectly contain viruses, corrupted files or any other similar harmful mechanism;
c) link to, mirror or frame any portion of the Services without our prior express written permission;
d) scrape, index, survey, or data mine any portion of the Services or unduly burden or hinder the operation of the Services; or
e) remove any notice of the proprietary rights of our licensors and us from any portion of the Services or printed version thereof.

Purchases on the Services

Additional terms and conditions may apply to purchases of services while using the Services, all of which terms are made a part of the TOU by this reference. If there is a conflict between this TOU and the terms posted for or applicable to a specific portion of the Services or for any service offered on or through the Services, the latter terms shall control with respect to your use of that portion of the Services or the specific service.

Account Enrollment and Security

To access the web-app and mobile app features of the Services, you must first enroll to establish an individual user account ("Account"), by providing certain information. You agree that you will not create more than one Account, or create an Account for anyone other than yourself without first receiving permission from the other person. In exchange for your use of the Service and, if applicable, in order for Providers to send notices to you, you agree to: (i) provide true, accurate, current and complete information about yourself as prompted by our Account enrollment form (understanding you may use an anonymous user name or nickname after you provide certain personal and emergency Contact Information); and (ii) each time you log on, maintain and promptly update such Account information to keep it true, accurate, current and complete. If you provide any information that is untrue, inaccurate, not current or incomplete, or if Uwill has reasonable grounds to suspect that such Account information is untrue, inaccurate, not current or incomplete, Uwill reserves the right to transition your treatment to another Provider and refuse any future request(s) to use the Services. You shall at all times remain responsible for maintaining the confidentiality of your Account password and username (if any) and any other security information related to your Account. Uwill will not be liable for any loss that you incur as a result of someone else accessing and using your Account, either with or without your knowledge.

Privacy

Our Privacy Policy applies to your use of the Services, and its terms are made a part of these TOU by this reference. To view Our Privacy Policy, click **here**.

Linking to the Services

Subject to the terms and conditions of this TOU, you are permitted to link to our homepage for the Services. You may not link to the Services in a manner that may damage our reputation or take advantage of it or suggest an approval or endorsement without our prior written consent. You may not establish a link from any website that is not owned by you. You agree to cooperate with us in causing any unauthorized linking immediately to cease. We reserve the right to withdraw linking permission without notice.

Links to Other Services

The Services may contain links to independent third-party websites ("Linked Services"). We provide these Linked Services solely for your convenience and do not control or endorse any of them. We are not and cannot be responsible for the content, security, or privacy policies of such Linked Services.

Information Security

We have used commercially reasonable efforts to implement a variety of administrative, managerial, and technical security measures designed to protect your personal information from unauthorized use and disclosure. We cannot, however, guarantee security of the information collected by us and we cannot promise that such measures will prevent third party "hackers" from illegally accessing the Services or its contents. We are not responsible or liable for any third party access to or use of the information collected by us.

Providers

Your relationship with the Provider is strictly with the Provider. Uwill is not involved in the Provider-patient relationship and does not interfere, validate or control the Provider's treatment unless advocating on behalf of You when following up on a particular complaint. You are always advised to exercise a high level of care and caution in the use of Providers as you would when making any mental health or medical decision.

Disclaimers and Limitation of Liability

We make no representations about the suitability, reliability, completeness, availability, timeliness or accuracy of the features of, or content on, the Services. We disclaim all liability in the event of any service failure. You acknowledge that any reliance on such material or systems will be at your own risk.

THE SERVICES ARE PROVIDED ON AN "AS IS, AS AVAILABLE" BASIS. NO WARRANTIES, EXPRESS OR IMPLIED, INCLUDING BUT NOT LIMITED TO THOSE OF MERCHANTABILITY OR FITNESS FOR A PARTICULAR PURPOSE, ARE MADE. UNDER NO CIRCUMSTANCES, INCLUDING BUT NOT LIMITED TO NEGLIGENCE, SHALL WE BE LIABLE TO YOU FOR DIRECT, INDIRECT, INCIDENTAL, CONSEQUENTIAL, SPECIAL, PUNITIVE, OR EXEMPLARY DAMAGES EVEN IF WE HAVE BEEN ADVISED SPECIFICALLY OF THE POSSIBILITY OF SUCH DAMAGES, ARISING FROM MISTAKES, OMISSIONS, INTERRUPTIONS, DELETION OF FILES, ERRORS, DEFECTS, DELAYS IN OPERATION OR TRANSMISSION; USE OF OR INABILITY TO USE THE SERVICES OR ANY LINKS OR INFORMATION ON THE SERVICES OR ANY PROVISION OF THE TOU, SUCH AS, BUT NOT LIMITED TO, LOSS OF REVENUE OR ANTICIPATED PROFITS OR LOST BUSINESS. APPLICABLE LAW

MAY NOT ALLOW THE LIMITATION OR EXCLUSION OF LIABILITY OR INCIDENTAL OR CONSEQUENTIAL DAMAGES. **WE CANNOT AND DO NOT WARRANT THAT YOUR MATERIALS, INCLUDING ANY PERSONAL OR FINANCIAL INFORMATION, SUPPLIED BY YOU WILL NOT BE INTERCEPTED, DELETED, MISAPPROPRIATED OR USED BY OTHERS.** IN NO EVENT SHALL OUR TOTAL LIABILITY TO YOU FOR ALL DAMAGES, LOSSES AND CAUSES OF ACTION (WHETHER IN CONTRACT OR TORT, INCLUDING BUT NOT LIMITED TO, NEGLIGENCE) EXCEED THE AMOUNT PAID BY YOU, IF ANY, FOR ACCESSING THE SERVICES.

Violation of these Terms of Use

You agree that we may, in our sole discretion and without prior notice, terminate your access to the Services and/or block your future access to the Services if we determine that you have violated or caused to be violated these TOU or other agreements or guidelines associated with your use of the Services. You also agree that any violation by you of these TOU will constitute an unlawful and unfair business practice, and will cause irreparable harm to us, for which monetary damages would be inadequate, and you consent to our obtaining any injunctive or equitable relief that we deem necessary or appropriate in such circumstances. These remedies are in addition to any other remedies we may have at law or in equity.

You agree that we may, in our sole discretion and without prior notice, terminate your access to the Services, including as a result of: (1) requests by law enforcement or other government agencies; (2) a request by you (self-initiated account deletions); (3) discontinuance or material modification of the Services or any service offered on or through the Services; (4) termination of the membership agreement; or (5) unexpected technical issues or problems. We similarly reserve the right to do any of the following, at any time, without notice: (1) modify, suspend or terminate operation of or access to the Services, or any portion of the Services, for any reason; (2) modify or change the Services, or any portion of the Services, and any applicable policies or terms; and (3) interrupt the operation of the Services, or any portion of the Services, as necessary to perform routine or non-routine maintenance, error correction, or other changes.

If we take any legal action against you due to your violation of these TOU, we will be entitled to recover from you, and you agree to pay, all reasonable attorneys' fees and costs of such action, in addition to any other relief granted to Uwill. You agree that we will not be liable to you or to any third party for termination of your access to the Services for any reason.

Indemnification

You agree to release, indemnify, defend and hold us harmless and our affiliates, and its and their respective shareholders, officers, members, managers, directors, employees, agents and advisors, from and against any and all losses, liabilities, claims (including claims without legal merit or brought in bad faith), demands, damages, costs or expenses, causes of action, suits, proceedings, judgments, awards, executions and liens, including reasonable legal fees and costs (whether brought by third parties or otherwise) due to or arising out of your use of the Services. We reserve the right, at our own expense, to assume the exclusive defense and control of any matter subject to indemnification by you, which will not excuse your indemnity obligations under this Section.

Dispute Resolution; Arbitration

PLEASE READ THE FOLLOWING SECTION CAREFULLY BECAUSE IT REQUIRES YOU TO ARBITRATE CERTAIN DISPUTES AND CLAIMS WITH UWILL AND LIMITS THE MANNER IN WHICH YOU CAN SEEK RELIEF FROM US.

Choice of Law; Venue. You agree that all matters relating to your access to or use of the Services, including all disputes, will be governed by the laws of the United States and by the laws of the State of Massachusetts without regard to its conflicts of laws provisions. You agree to the personal jurisdiction by and venue in the state and federal courts in the State of Massachusetts, Norfolk County and waive any objection to such jurisdiction or venue.

Statute of Limitations. Any claim under the TOU must be brought within one year after the cause of action arises, or such claim or cause of action is barred. The prevailing party will be entitled to costs and attorneys' fees.

Binding Arbitration. In the interest of resolving disputes between you and Uwill in the most expedient and cost-effective manner, you and Uwill agree that any dispute arising out of or in any way related to these Terms or your use of the Services will be resolved by binding arbitration. Arbitration uses a neutral arbitrator instead of a judge or jury and can be subject to very limited review by courts. This agreement to arbitrate disputes includes all claims arising out of or in any way related to these Terms, Uwill's Privacy Policy, or your use of the Services, whether based in contract, tort, statute, fraud, misrepresentation, or any other legal theory, and regardless of whether a claim arises during or after the termination of these Terms (each, a "Dispute"). YOU UNDERSTAND AND AGREE THAT, BY ENTERING INTO THESE TERMS, YOU AND UWILL ARE EACH WAIVING THE RIGHT TO A TRIAL BY JURY OR TO PARTICIPATE IN A CLASS OR COLLECTIVE ACTION. YOU FURTHER UNDERSTAND THAT THESE DISPUTE RESOLUTION TERMS WILL APPLY TO YOU AND UWILL UNLESS YOU CHOOSE TO OPT OUT PURSUANT TO BELOW. Whether to agree to arbitration is an important business decision. It is your decision to make, and you should not rely solely on the information provided in these Terms as it is not intended to contain a complete explanation of the consequences of arbitration. You should take further steps to conduct research and to consult with others, including an attorney, regarding the consequences of your decision, just as you would when making any other important business or life decision. Nothing in these Terms, including the paragraph directly above, will be deemed to waive, preclude, or otherwise limit the right of either party to: (i) bring an individual action in small claims court; (ii) bring an action in a court pursuant to the California Private Attorneys General Act of 2004, California Labor Code § 2698 et seq.; (iii) seek injunctive relief in a court of law; or (iv) to file suit in a court of law to address an intellectual property infringement claim (collectively, "Excluded Disputes").

No Class Arbitrations, Class Actions or Representative Actions. YOU AND UWILL 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 (OTHER THAN ACTIONS UNDER THE CALIFORNIA PRIVATE ATTORNEYS GENERAL ACT OF 2004, California

Labor Code § 2698 et seq. WHICH ARE NOT COVERED BY THIS SECTION 14). Further, unless both you and Uwill agree otherwise, the arbitrator may not consolidate more than one person's claims, and may not otherwise preside over any form of a representative or class proceeding.

Federal Arbitration Act. You and Uwill agree that these Terms affect interstate commerce and that the enforceability of this Section shall be both substantively and procedurally governed by and construed and enforced in accordance with the Federal Arbitration Act, 9 U.S.C. § 1 et seq. (the "FAA"), to the maximum extent not prohibited by applicable law.

Notice; Informal Dispute Resolution. You and Uwill agree that each party will notify the other party in writing of any arbitrable or small claims Dispute within 30 days of the date it arises, so that the parties can attempt in good faith to resolve the Dispute informally. Notice to Uwill shall be sent by certified mail or courier to 147 Oxbow Road, Needham, MA 02492. Your notice must include: (a) your name, postal address, telephone number, the email address you use or used for your Uwill account and, if different, an email address at which you can be contacted; (b) a description in reasonable detail of the nature or basis of the Dispute; and (c) the specific relief that you are seeking. Our notice to you will be sent electronically in accordance with Section 3 and will include: (x) our name, postal address, telephone number and an email address at which we can be contacted with respect to the Dispute; (y) a description in reasonable detail of the nature or basis of the Dispute; and (z) the specific relief that we are seeking. If you and Uwill cannot agree how to resolve the Dispute within thirty (30) days after the date notice is received by the applicable party, then either you or Uwill may, as appropriate and in accordance with this Section, commence an arbitration proceeding or, to the extent specifically provided for in Section, file a claim in court.

Process. Except for Excluded Disputes, you and Uwill agree that any Dispute must be commenced or filed by you or Uwill within the applicable statute of limitations period, otherwise the underlying claim is permanently barred. You and Uwill agree that (a) any arbitration will occur in the State of Massachusetts ("**Seat**"), (b) arbitration will be conducted confidentially by a single arbitrator in accordance with Commercial Dispute Resolution Procedures and the Supplementary Procedures for Consumer Related Disputes (collectively, "**AAA Rules**") of the American Arbitration Association ("**AAA**"), as modified by these Terms, and will be administered by the AAA, and (c) that the state or federal courts of the State of Massachusetts and the United States, respectively, sitting in the State of Massachusetts, Middlesex County, have exclusive jurisdiction over the enforcement of an arbitration award. If you commence arbitration in accordance with these Terms, Uwill will reimburse you for your payment of the filing fee, unless your claim is for more than $15,000 or as set forth below, in which case the payment of any fees will be decided by the AAA Rules. Any arbitration hearing will take place at the Seat, but if the claim is for $15,000 or less, you may choose whether the arbitration will be conducted: (i) solely on the basis of documents submitted to the arbitrator; (ii) through a non-appearance based telephone hearing; or (iii) by an in-person hearing as established by the AAA Rules in the county (or parish) of your billing address. If the arbitrator finds that either the substance of your claim or the relief sought in your 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 fees will be governed by the AAA Rules. In that case, you agree

to reimburse Uwill for all monies previously disbursed by it that are otherwise your obligation to pay under the AAA Rules. Regardless of the manner in which the arbitration is conducted, the arbitrator must issue a reasoned written decision sufficient to explain the essential findings and conclusions on which the decision and award, if any, are based. The arbitrator may make rulings and resolve disputes as to the payment and reimbursement of fees or expenses at any time during the proceeding and upon request from either party made within 14 days of the arbitrator's ruling on the merits.

Authority of Arbitrator. As limited by the FAA, these Terms and the applicable AAA rules, the arbitrator will have (a) the exclusive authority and jurisdiction to make all procedural and substantive decisions regarding a Dispute, including the determination of whether a Dispute is arbitrable, and (b) the authority to grant any remedy that would otherwise be available in court; provided, however, that the arbitrator does not have the authority to conduct a class arbitration or a representative action, which is prohibited by these Terms. The arbitrator may only conduct an individual arbitration and may not consolidate more than one individual's claims, preside over any type of class or representative proceeding or preside over any proceeding involving more than one individual.

Rules of AAA. The AAA Rules and filing forms are available online at www.adr.org, by calling the AAA at 1-800-778-7879. By agreeing to be bound by these Terms, you either (a) acknowledge and agree that you have read and understand the AAA Rules, or (b) waive your opportunity to read the AAA Rules and any claim that the AAA Rules are unfair or should not apply for any reason.

Severability. If any provision of this Section is found to be unenforceable, then the entirety of this Section will be null and void and, in that case, the parties agree that the exclusive jurisdiction and venue described below will govern any action arising out of or related to these Terms or your use of the Services. If any term, clause, or provision of this Section is held invalid or unenforceable, it will be so held to the minimum extent required by law, and all other terms, clauses and provisions of this Section will remain valid and enforceable.

Opt-Out Right. You have the right to opt out of binding arbitration within 30 days of the date you first accepted the terms of this Section by writing to mlondon@uwill.com. In order to be effective, the opt out notice must include your full name and clearly indicate your intent to opt out of binding arbitration. By opting out of binding arbitration, you are agreeing to resolve Disputes in accordance. Should you choose not to opt out of this Dispute Resolution provision within the 30-day period, you and Uwill will be bound by the terms of this Dispute Resolution provision. You have the right to consult with counsel of your choice concerning this Dispute Resolution provision. You understand that you will not be subject to retaliation if you exercise your right to opt out of coverage under this Dispute Resolution provision.

International Issues

We operate the Services from the State of Massachusetts in the United States. If you choose to access the Services from outside the United States, you are responsible for complying with applicable local laws.

Other Terms and Conditions

If a court or other tribunal of competent jurisdiction holds any of the provisions of these TOU to be void or unenforceable, such provisions shall be limited or eliminated to the minimum extent necessary and replaced with a valid provision that best embodies the intent of these TOU, so that these TOU shall remain in full force and effect.

These TOU constitute the entire agreement between you and us with regard to your use of the Services, and any and all other written or oral agreements or understandings previously existing between you and us with respect to such use are hereby superseded and cancelled.

We are an independent contractor, and no partnership, business association, joint venture, agency or employment relationship is intended or created by these TOU. No party shall attempt to act, or represent itself as having the power, to bind another party or create any obligation on behalf of another party.

Our failure to insist on or enforce strict performance of these TOU shall not be construed as our waiver of any provision or any right it has to enforce these TOU, nor shall any course of conduct between you and us or any other party be deemed to modify any provision of these TOU. These TOU shall not be interpreted or construed to confer any rights or remedies on any third parties. Our customer service representatives are not authorized to modify any provision of these terms, either verbally or in writing.

Assignment

We may assign the TOU or any part of them, and we may delegate any of its obligations under the Agreements. You may not assign the Agreements or any part of them, nor transfer or sub-license your rights under the Agreements, to any third party.

Feedback

We appreciate your interest in improving and expanding the Services. If you choose to send us content, information, ideas, suggestions or other materials relating to the platform, services or our business ("Feedback"), you hereby assign such Feedback to us, and you agree that we are free to use any Feedback, for any purposes whatsoever, including, without limitation, developing and marketing products and services, without any liability or payment of any kind to you.

Changes to TOU

We may alter these TOU from time to time, and your use of the Services (or any part of the Services) following such change shall be deemed to be your acceptance of such change. If required by law, we will notify you of any material changes to these TOU. It is your responsibility to check regularly to determine whether the TOU have been changed. If you do not agree to any change to the TOU then you must immediately stop using the Services.

Contact Us

If you have any questions about these TOU, please contact us at mlondon@uwill.com.