

WeHuddle Terms of Service

Last Updated: [September 25, 2025]

These Terms and Conditions (“Terms”) are by and between you and WeHuddle (“WeHuddle”, “we”, “us”, “our”) and govern your access to and use of our website located at [we-huddle.com] and any related services, including our online marketplace and directory for private psychotherapy practitioners offering group support sessions (collectively, the “Services”). By accessing or using the Services, you agree to be bound by these Terms and our Privacy Policy at [**we-huddle.com**].

By completing the registration process to set up an account with us (“Account”), and/or by accessing or using the Services, you represent that: (1) you have read, understand, and agree to be bound by the Terms, (2) you are of legal age to form a binding contract with WeHuddle, and (3) you have the authority to enter into these Terms personally. The term “you” refers to the individual identified as the user during the account registration process. Accounts may only be used by and for a single individual. If you do not want to agree to these Terms, you must not access or use the Services.

THESE TERMS CONTAIN A CLASS ACTION WAIVER AND WAIVER OF JURY TRIAL; PLEASE REVIEW THESE TERMS CAREFULLY. DO NOT USE THE SERVICES FOR EMERGENCY MEDICAL NEEDS. IF YOU ARE EXPERIENCING A MEDICAL EMERGENCY, YOU SHOULD DIAL “911” IMMEDIATELY. THE INFORMATION, INCLUDING BUT NOT LIMITED TO TEXT, GRAPHIC, IMAGES AND OTHER MATERIALS CONTAINED ON OUR SERVICES ARE NOT INTENDED TO BE A SUBSTITUTE FOR PROFESSIONAL MEDICAL ADVICE, DIAGNOSIS OR TREATMENT OF A MEDICAL CONDITION. ALWAYS SEEK THE ADVICE OF A QUALIFIED HEALTH CARE PROVIDER WITH ANY QUESTIONS YOU MAY HAVE REGARDING A MEDICAL CONDITION OR TREATMENT.

You understand that we reserve the right to change or amend these Terms from time to time. Except as otherwise required by law, all changes shall be immediately effective upon their posting to the Services. You acknowledge and agree that your continued access and use of the Services following such changes shall be deemed acceptance by you of any new or amended provisions of these Terms. Please regularly check the Services and the Last Updated date to review the then-current Terms.

1. WEHUDDLE. Users of the Services include mental health care providers (“Providers”) who wish to market and advertise their available group support sessions, and individuals seeking such support (“Clients”) from Providers who may fit their needs and preferences. WeHuddle provides the Services, facilitating connections between Providers and Clients. WeHuddle strives to provide administrative tools that allow efficient identification, scheduling, registration, or cash-only payment processing for Clients attending the Provider’s group support sessions. WeHuddle does not provide or deliver therapy or any other medical or health services, and is not responsible for the form, content, participants, or any other aspect of the group support services furnished by the Providers. We also do not offer or process any insurance information. Your use of the Services does not create any provider-patient relationship between you and WeHuddle. The terms of any services or support obtained from Providers, including any pricing, payment, cancelation, and refund policies, are directly between the Client and Provider. WeHuddle is not responsible for any interaction between Clients and Providers.

2. USER RESPONSIBILITIES. All Users (whether Client or Provider) represent and warrant that all information you transmit through to WeHuddle is true, accurate and complete, and acknowledge that WeHuddle has no obligation to confirm the truth, accuracy, or completeness of the transmitted information. When you set up an Account, you must provide a valid email address and select a password (“Account Credentials”), and such other information we request. We reserve the right to reject Account Credentials and deny access to the Services at any time, for any reason, in our sole discretion. You may not transfer or share Account Credentials, and you are solely responsible for maintaining the confidentiality of your Account Credentials. You acknowledge and agree that WeHuddle relies on Account

Credentials to know whether users accessing the Services are authorized to do so. If someone accesses our Services using your Account Credentials, we will rely on those Account Credentials and assume that it is really you or your authorized representative. You are solely responsible for any and all use of your Account and all activities that occur under or in connection with your Account Credentials. You agree to be responsible for any act or omission of any users that access the Services under your Account that, if undertaken by you, would be deemed a violation of these Terms, and that such act or omission shall be deemed a violation of these Terms by you. Please change your password immediately and notify us if you become aware that your Account is being used without authorization or that your Account Credentials have been compromised. You agree not to register for more than one Account. When registering with WeHuddle, you shall not impersonate anyone else, choose names that are offensive, or violate anyone's rights. If you do not follow these rules, we may cancel your Account. You shall pay all fees or charges ("Fees") to your Account in accordance with the fees, charges and billing terms in effect at the time a Fee is due and payable. By providing WeHuddle and/or our current third-party payments processor (e.g., Stripe) with your payment information, you agree that WeHuddle or the processor is authorized to immediately invoice your Account for all Fees due and payable and that no additional notice or consent is required. You shall immediately notify WeHuddle of any change in your payment information to maintain its completeness and accuracy. You agree to have sufficient funds or credit available to ensure that the Fees are collectible by us. Your failure to provide accurate payment information or our inability to collect payment constitutes your material breach of these Terms.

3. ADDITIONAL CLIENT RESPONSIBILITIES. As a Client, as between WeHuddle and you, you are solely responsible for understanding your insurance coverage and benefits and how they do or do not apply to a Provider's group support sessions. You acknowledge and agree that WeHuddle: is not a healthcare provider, insurer, or third-party payer; does not provide care, support, or treatment services of any kind, including physical or mental health services; and is not responsible for the form or content of any group support service or other service that you request or receive from any Provider. Any care, support or treatment services are provided solely by, and the responsibility of, the Provider, and your relationship with the Provider is governed by separate terms between you and the Provider. WeHuddle does not assist Clients or Providers in verifying insurance eligibility and submitting claims on their behalf, and is not responsible for determining the amount any Provider charges for their services.

4. ADDITIONAL PROVIDER RESPONSIBILITIES. As a Provider, you agree that you are solely responsible for all aspects of the services furnished by you to any Client or other individual, including without limitation any group support services provided with the administrative assistance of the Services, and when and how you bill for such services. You represent and warrant that all such services shall be provided in strict accordance with all applicable state and federal laws, regulations, guidance, professional standards, and ethical codes, and that your use of the Services does not, in any way, breach or otherwise violate any agreement between you and any third party. In no way limiting the foregoing, you specifically represent and warrant that you are an appropriately licensed mental health provider in the state(s) where you are, or will be, engaged in professional practice while maintaining a WeHuddle Account, and are fully qualified to provide all services offered by you to Clients or other individuals, which you agree to provide in a professional and workmanlike manner that is consistent with best practices. You further specifically represent and warrant that, as between you and WeHuddle, you are responsible for determining: whether any Client has applicable insurance coverage that must be billed for any service provided by you; whether you may accept cash payment from any Client for your services; and the amount charged to Clients for your services (including any copayment, deductible, uncovered amounts, cancellation fees, or no-show charges). You, and not WeHuddle, are entirely responsible for obtaining and maintaining all applicable licenses and permits necessary for you to provide services to Clients and any other individual, and for the

accuracy, completeness, and security of any information that you use, disclose, access, or transmit while using the Services.

5. PRIVACY POLICY. Your access and use of the Services, including your creation of an Account with WeHuddle, is subject to the WeHuddle Privacy Policy. Please carefully review our Privacy Policy. You agree that the collection, use, and disclosure of your information is governed by the WeHuddle Privacy Policy, and you consent to all actions we take with respect to your information consistent with the WeHuddle Privacy Policy.

6. LICENSE GRANT. Subject to your compliance with these Terms, we hereby grant you (the “User”) a limited, non-exclusive, non-transferable, personal right to access and use the Services, during the Term, solely and strictly in accordance with these Terms. You understand and agree that the Services are provided under license to you, not being sold to you, and you do not gain any ownership interest of any kind in the Services under these Terms. You are not in any way authorized by the license granted hereunder, or these Terms, to exploit the Services for benchmarking purposes or to compete with WeHuddle’s business.

7. ACCESSING THE SERVICES. From time to time, we may restrict Users’ access to some parts of the Services or the entire Services. WeHuddle makes no guarantees regarding uptime, availability, or access to the Services. You are responsible for: (i) making all arrangements necessary for you to have access to the Services, including your internet connection and internet stability; and (ii) ensuring that all persons who access the Services through your internet connection are aware of these Terms and comply with them. We may block, limit or terminate your access to the Services if: (w) you violate these Terms; (x) you violate any applicable law, rule, or regulation relating to your use of the Services; (y) you engage in any conduct which we, in our sole discretion, believe is offensive, defamatory, or otherwise harmful to us or others; or (z) you breach any other agreement with us or any other person.

8. WEHUDDLE INTELLECTUAL PROPERTY. You acknowledge that, as between you and WeHuddle, WeHuddle owns all right, title, and interest, including all intellectual property rights, in and to the Services, including all software, hardware, firmware, and derivatives of the same, and, with respect to third-party data or information, the applicable third-party owns all right, title, and interest, including all intellectual property rights, in and to the third-party data, name, image, and likeness, and trademarks. WeHuddle’s names and logos and all related product and service names, design marks, and slogans are the trademarks or service marks of WeHuddle. All rights are reserved. You are not authorized to use any WeHuddle name or mark in any advertisement, publicity or in any other commercial manner without prior written consent of WeHuddle. All other trademarks, trade dress, images, photographs, and other works appearing in connection with the Services are the property of their respective owners. The entire contents and design of the Services are protected by U.S. and international copyright law. All rights regarding the Services and materials contained on or in the Services, including any and all technology, code, or design related to the Services, are either owned by WeHuddle, are licensed to it, or are used with permission. WeHuddle and its licensors, vendors, or other service providers retain and reserve all intellectual and proprietary rights to the Services. The Services are provided solely for your use in accordance with these Terms. Except as expressly permitted herein, you may not use the Services for any unauthorized commercial purpose, resale, or distribution. You are expected to obey all copyright restrictions. Copying or storing of any content without the prior written permission from WeHuddle or the intellectual property holder is prohibited. Please use the contact information below if you desire such permission or need more information.

9. PROHIBITED USES AND CONDUCT. You may use the Services only for lawful purposes and in accordance with these Terms. You agree not to use the Services: (i) 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 U.S. or other countries); (ii) for the purpose of exploiting, harming, or attempting to exploit or harm any person in any way by exposing them to inappropriate content, facilitating harassment, or otherwise; (iii) to send, knowingly receive, upload, download, use, or re-use any material that does not comply with the content standards contained in these Terms or published in connection with the Services; (iv) to impersonate or attempt to impersonate WeHuddle, a WeHuddle employee, another user, or any other person or entity; or (v) to engage in any other conduct that restricts or inhibits anyone's use or enjoyment of the Services, or which, as determined by us, may harm WeHuddle or users of the Services, or expose them to liability. You agree not to, and will not permit any third party to: (a) use any robot, spider, or other automatic device, process, or means to access the Services for any purpose, including monitoring, scraping, or copying any of the material on the Services; (b) use any manual process to monitor or copy any of the material on the Services, or for any other purpose not expressly authorized in these Terms, without our prior written consent; (c) introduce to the Services or any WeHuddle system any viruses, Trojan horses, worms, malware, ransomware, logic bombs, or other material that is malicious or technologically harmful; or (d) attempt to gain unauthorized access to, interfere with, damage, or disrupt any parts of the Services, any WeHuddle accounts, the servers on which the Services is hosted or stored, or any server, computer, or database connected to the Services.

You are solely responsible for any liability associated with your use of the Services. You shall not, and are not authorized to, use the Services in any manner that violates any person's rights or any applicable law.

10. FEEDBACK. WeHuddle may solicit your feedback regarding your experience accessing or using the Services. The comments, information, and details you submit to us through surveys, reviews, or other forums regarding your experience accessing or using the Services, including without limitation any suggestions or recommendations regarding the Services' features or functionality, including any improvements ("Feedback") may be used by WeHuddle without any obligation, limitation, attribution, or compensation to any party. You hereby assign to WeHuddle all right, title, and interest, including intellectual property rights, in and to any ideas, inventions, know-how, concepts, techniques, or other concepts contained in the Feedback. For clarity, Feedback does not include User Content.

11. SUBSCRIPTIONS & PAYMENTS.

- i. In order to purchase a WeHuddle Subscription, you may be asked to supply certain relevant information, including your credit or payment card number and expiration date or similar payment information, your billing address, and email. You represent and warrant that you have the right to use any credit or payment card or other payment mechanism that you submit in connection with the purchase of a WeHuddle subscription and that you have all authority necessary to use the credit card or payment mechanism that you submit. By submitting such information, you grant WeHuddle the right to provide such information to third parties for the purposes of facilitating your purchase. You acknowledge and agree that WeHuddle is not responsible for how any third-party credit card or other payment method processor transmits, stores, uses or shares your information. WeHuddle reserves the right at any time to change its prices and billing methods in its sole discretion.
- ii. If you purchase a subscription on a time-limited basis ("Subscription"), the Fee for such Subscription will be billed at the start of the Subscription and at regular intervals in accordance with your elections at the time of purchase. If changes to the Subscription price occur that impact your Subscription, we will use commercially reasonable efforts to notify you, such as by sending an email to the email address associated with your Account. If you do not agree with such changes, you may cancel your Subscription as set forth below. Subscriptions will automatically renew at WeHuddle's then-current price until terminated. The frequency at which your Subscription renews (i.e., monthly, annually, etc.) will be designated at the time at you sign up for

the Subscription and may be modified by you via your Account settings. By agreeing to a Subscription, you authorize us to charge the payment method designated in your Account at the time of initial purchase, and again at the beginning of any subsequent Subscription period. If we do not receive payment, (i) you shall pay all amounts due on your Account upon demand and/or (ii) you agree that we may either terminate or suspend your Subscription and continue to attempt to charge your designated payment method until payment is received (upon receipt of payment, your Account will be reactivated and for purposes of automatic renewal, your new Subscription commitment period will begin as of the day payment was received).

- iii. Any free trial or other promotion that provides Users access to the Service must be used within the specified time of the trial. At the end of the trial or promotional period, your use of that Service will automatically roll into a paid Subscription at our then-current Subscription Fees and you will be charged for such Subscription as set forth in Section (ii) above. If you are inadvertently charged for a Subscription and provide us with prompt written notice of the error, WeHuddle will make reasonable efforts to have the charges reversed.
- iv. You may cancel any renewal by contacting us at michele.koury@gmail.com at least **five (5)** days prior to your next Subscription renewal. If you cancel, you may use your Subscription and Account until the end of the then-current Subscription term. Subscription Fees are non-refundable unless we otherwise agree in writing. To change, terminate, or request a pause to your Subscription, please contact us at michele.koury@gmail.com.
- v. **TAXES.** For purposes of this section, “Sales Tax” means any sales or use tax and any other tax measured by sales proceeds that is the functional equivalent of a sales tax where the applicable taxing jurisdiction does not otherwise impose a sales or use tax. Subscription Fees do not include any Sales Tax that may be due in connection with the Services. If WeHuddle determines it has a legal obligation to collect Sales Tax from you in connection with this Agreement, we shall collect such Sales Tax in addition to the Fees. If any services or payments for any services under this Agreement are subject to any Sales Tax in any jurisdiction and you have not remitted the applicable Sales Tax to us, you shall be responsible for the payment of such Sales Tax and any related penalties or interest to the relevant tax authority, and you shall indemnify us for any liability or expense we may incur in connection with such Sales Taxes. Upon WeHuddle’s request, you will provide us with official receipts issued by the appropriate taxing authority, or other such evidence that you have paid all applicable taxes. All payments of Fees to WeHuddle are made free and clear of, and without reduction for, any withholding taxes. Any such taxes imposed on payments of Fees to WeHuddle shall be your sole responsibility, and you shall provide us with official receipts issued by the appropriate taxing authority, or such other evidence as we may reasonably request, to establish that such taxes have been paid.

12. CLIENT PAYMENTS TO PROVIDERS. WeHuddle may facilitate payments for group support sessions offered by Providers through the Services. You authorize WeHuddle to collect and provide your payment information to third-party payment processors (e.g., Stripe) and Providers solely for the purpose of facilitating payment for services rendered, as determined by the applicable Provider. WeHuddle does not assist Providers in verifying insurance eligibility and submitting claims on their behalf. Providers are solely responsible for determining whether insurance coverage applies, and what amounts may be charged to any particular Client, including any copayment, deductibles, uncovered amounts, or any cancellation fees or no-show charges set by the Provider. Following each session, the Provider may submit confirmation of the completed session and any applicable insurance claim to the applicable insurer or payer. Clients agree to pay all cash payment amounts identified by the Provider, and authorize WeHuddle to charge the payment method on file accordingly using WeHuddle’s third-party payment processor. WEHuddle

MAKES NO REPRESENTATIONS OR WARRANTIES REGARDING THE ACCURACY OF INSURANCE ELIGIBILITY CHECKS, COVERAGE ESTIMATES, OR PAYMENT PROCESSING CONDUCTED ON BEHALF OF PROVIDERS. YOU ACKNOWLEDGE THAT ANY DISPUTES REGARDING INSURANCE COVERAGE OR PAYMENT AMOUNTS ARE SOLELY BETWEEN THE APPLICABLE CLIENT AND PROVIDER.

13. FUNCTIONALITY AND UPDATES. WeHuddle reserves the right to change, suspend, or discontinue any aspect of the Services at any time, including availability of a feature, database, or content. We may from time to time in our sole discretion develop and provide Services updates, which may include upgrades, bug fixes, patches and other error corrections and/or new features (collectively, including related documentation, "Updates"). Updates may also modify or delete in their entirety certain features and functionality. You agree that we have no obligation to provide any Updates or to continue to provide or enable any particular features or functionality.

14. THIRD-PARTY SITES AND LINKS. WeHuddle makes reasonable efforts to determine that other websites owned or operated by third parties accessible via the Services (collectively, "Third-Party Websites") are active and appropriate at the time the links to such Third-Party Websites are placed in the Services. WeHuddle has no control over, and assumes no liability for, the continued existence of, or the material available on, any Third-Party Website. Should you discover that any link in the Services references a Third-Party Website that is no longer active or that contains inappropriate or irrelevant information, please notify us by sending an e-mail message to the address listed below. Links from the Services to Third-Party Websites do not constitute or imply an endorsement, sponsorship, or recommendation by WeHuddle or any of its subsidiaries or affiliates of the third party, the Third-Party Website, or the resources, information, or content contained therein. WeHuddle does not endorse or warrant, and is not responsible or liable for, any such Third-Party Website or the content thereon. Please review the applicable third party's terms and conditions and privacy policy when interacting with or using any Third-Party Website.

15. CONSENT TO DOING BUSINESS ELECTRONICALLY. You hereby agree that we may deliver all notices, disclosures, documents, reviews, analyses, or other materials, and any and all other documents, information, and communication concerning you or WeHuddle by means of email or by posting in the Services or by other means of electronic communication. Considering WeHuddle operates principally on the internet, by accessing the Services, you hereby consent to transact business electronically and to receive electronically all disclosures, documents, communications, notices, contracts, and agreements arising from or relating in any way to your or our rights, obligations, or services under these Terms or any other agreement between you and WeHuddle.

16. INDEMNIFICATION. You agree to defend, indemnify and hold harmless WeHuddle and its affiliates, and each of their directors, officers, employees, and agents from and against all losses, expenses, damages, and costs, including reasonable attorneys' fees, resulting from (i) your use of the Account, including any breach or violation of any representations, warranties, covenants, obligations, or other provisions set forth in these Terms, (ii) your breach of any applicable law, regulation, ordinance or third party agreement in connection with or relating to your use of the Services (which, for Providers, includes without limitation all state and federal laws governing your professional licensure and practice, and the use, disclosure, and safeguarding of patient information), (iii) your failure to fulfill any obligations relating to your use of the Services, or your Account, whether incurred by you or any other person using your account, including, but not limited to, any failure on your part to provide or update full and complete information in connection with your registration with the Services. We reserve the right, but not the obligation, to take over the exclusive defense and control of any claim for which we are entitled to indemnification under these Terms. In such event, you hereby agree to cooperate and help us in asserting any defenses to such claims.

17. WARRANTY DISCLAIMERS. WeHuddle disclaims any and all liability for the acts, omission, and conduct of any Users or third parties in connection with or related to your use of the Services. Users are completely responsible for their use of the Services. Users' sole remedy against WeHuddle for dissatisfaction with the Services is to stop using the Services at once. This limitation of relief is a part of the bargain between the parties. THE SERVICES MAY CONTAIN TECHNICAL ERRORS, TYPOGRAPHICAL MISTAKES, OR OTHER INACCURACIES. UNLESS OTHERWISE EXPRESSED, AND TO THE EXTENT ALLOWED BY APPLICABLE LAW, THE SERVICES ARE PROVIDED "AS-IS," WITHOUT ANY WARRANTY AND WEHUDDLE EXPRESSLY DISCLAIMS ALL WARRANTIES AND CONDITIONS OF ANY KIND, WHETHER EXPRESS OR IMPLIED, INCLUDING, BUT NOT LIMITED TO, ANY IMPLIED WARRANTIES AND CONDITIONS OF MERCHANTABILITY, FITNESS FOR A PARTICULAR PURPOSE OR NON-INFRINGEMENT, OR ANY WARRANTY THAT THE SERVICES ARE ACCURATE, ADEQUATE, OR FREE OF VIRUSES OR OTHER HARMFUL COMPONENTS.

18. MEDICAL ADVICE DISCLAIMER: DO NOT USE THE PLATFORM FOR EMERGENCY MEDICAL NEEDS. IF YOU ARE EXPERIENCING A MEDICAL EMERGENCY, YOU SHOULD DIAL "911" IMMEDIATELY. THE INFORMATION, INCLUDING BUT NOT LIMITED TO TEXT, GRAPHIC, IMAGES AND OTHER MATERIALS CONTAINED ON THIS PLATFORM ARE NOT INTENDED TO BE A SUBSTITUTE FOR PROFESSIONAL MEDICAL ADVICE, DIAGNOSIS OR TREATMENT OF A MEDICAL CONDITION. ALWAYS SEEK THE ADVICE OF A QUALIFIED HEALTH CARE PROVIDER WITH ANY QUESTIONS YOU MAY HAVE REGARDING A MEDICAL CONDITION OR TREATMENT.

19. LIMITATION OF LIABILITY. TO THE EXTENT ALLOWD BY APPLICABLE LAW, IN NO EVENT WILL WEHUDDLE BE LIABLE UNDER OR IN CONNECTION WITH THESE TERMS UNDER ANY LEGAL OR EQUITABLE THEORY, INCLUDING BREACH OF CONTRACT, TORT (INCLUDING NEGLIGENCE), STRICT LIABILITY, AND OTHERWISE, FOR ANY: (i) CONSEQUENTIAL, INCIDENTAL, INDIRECT, EXEMPLARY, SPECIAL, ENHANCED, OR PUNITIVE DAMAGES; (ii) INCREASED COSTS, DIMINUTION IN VALUE OR LOST BUSINESS, PRODUCTION, REVENUES, OR PROFITS; (iii) LOSS OF GOODWILL OR REPUTATION; (iv) USE, INABILITY TO USE, LOSS, INTERRUPTION, DELAY OR RECOVERY OF ANY DATA, OR BREACH OF DATA OR SYSTEM SECURITY; (v) COST OF REPLACEMENT GOODS OR SERVICES; OR (vi) DAMAGE OR INJURY TO PERSON OR PROPERTY, IN EACH CASE REGARDLESS OF WHETHER WEHUDDLE WAS ADVISED OF THE POSSIBILITY OF SUCH LOSSES OR DAMAGES OR SUCH LOSSES OR DAMAGES WERE OTHERWISE FORESEEABLE. TO THE EXTENT ALLOWED BY APPLICABLE LAW, IN NO EVENT WILL WEHUDDLE'S AGGREGATE LIABILITY ARISING OUT OF OR RELATED TO THESE TERMS OR YOUR USE OF THE SERVICES UNDER ANY LEGAL OR EQUITABLE THEORY, INCLUDING BREACH OF CONTRACT, TORT (INCLUDING NEGLIGENCE), STRICT LIABILITY, AND OTHERWISE EXCEED THE GREATER OF: (i) THE TOTAL FEES PAID BY YOU TO WEHUDDLE IN THE SIX (6) MONTHS PRIOR TO THE EVENT GIVING RISE TO THE CLAIM, OR (ii) ONE-HUNDRED DOLLARS (\$100).

20. GEOGRAPHIC AVAILABILITY. WeHuddle Services may not be available in your state. You represent that you are not barred from enrolling or using the Services under the laws of the United States or any other jurisdiction(s) in which you may be located. Access to and use of the Services is limited exclusively to Users located in states within the United States where the Services are available. The Services are not available to Users located outside the United States. Accessing the Services from jurisdictions where content is illegal, or where we do not offer the Services, is prohibited.

21. GOVERNING LAW. These Terms shall be construed and governed in accordance with the laws of the State of New York, without giving effect to any choice or any conflicts of law provisions or rules. Any action relating to these Terms shall be brought in the federal or state courts located in New York, New York. You hereby agree to personal jurisdiction and submit to venue by such courts, and waive any jurisdictional, venue, or inconvenient forum objections to such courts.

22. CLASS ACTION WAIVER; WAIVER OF JURY TRIAL. THE PARTIES AGREE THAT ANY CLAIMS WILL BE ADJUDICATED ON AN INDIVIDUAL BASIS, AND EACH WAIVES THE RIGHT TO PARTICIPATE IN A CLASS,

COLLECTIVE, PAGA, OR OTHER JOINT ACTION WITH RESPECT TO THE CLAIMS. EACH OF THE PARTIES HERETO HEREBY IRREVOCABLY WAIVES ANY AND ALL RIGHT TO TRIAL BY JURY IN ANY LEGAL PROCEEDING ARISING OUT OF OR RELATED TO THESE TERMS OR THE TRANSACTIONS CONTEMPLATED HEREBY.

23. TERMINATION OF USE. You agree that we may, at our sole discretion, limit, suspend, or terminate your access to all or part of the Services without notice if we suspect illegal, fraudulent, or abusive activity. Such activity (including your personal information) may be referred to appropriate law enforcement authorities. Upon suspension or termination, your right to access or use the Services will immediately cease, and we reserve the right to remove or delete any information that you may have on file with us, including any account or login information, in accordance with these Terms.

24. MISCELLANEOUS. These Terms and the Privacy Policy constitute the sole and entire agreement between you and WeHuddle regarding the Services and supersede all prior and contemporaneous understandings, agreements, representations and warranties, both written and oral, regarding the Services. It is expressly agreed that WeHuddle and all Users shall be independent contractors of each other and that the relationship between the parties shall not constitute a partnership, joint venture or agency. Neither WeHuddle nor any User shall have the authority to make any statements, representations or commitments of any kind, or to take any action, which shall be binding on the other party, without the prior consent of such other party. In addition to these Terms, you may enter into other agreements with us that will govern your use of the Services. If there is any contradiction or conflict between these Terms and another agreement you enter into with us applicable to the Services, the other agreement shall take precedence in relation to the specific aspects of the Services governed by such agreement. If any part, term, or provision of these Terms is held to be illegal, in conflict with any law, or otherwise invalid, the remaining portion or portions shall be considered severable and not be affected, and the rights and obligations of the parties shall be construed and enforced as if these Terms did not contain the particular part, term, or provision held to be illegal or invalid. The provisions of these Terms shall survive any expiration or termination of these Terms or completion of any services hereunder to the extent necessary or appropriate to carry out the intent of such provisions. We may assign our rights and obligations under these Terms, including in connection with a merger, acquisition, sale of assets or equity, or by operation of law. You may not assign rights and obligations under these Terms, including in connection with a merger, acquisition, sale of assets or equity, or by operation of law, without our prior written consent. The failure by us to enforce any right or provision of these Terms will not prevent us from enforcing such right or provision in the future.

25. CONTACT US. If you have questions regarding these Terms or the Services, please contact us by e-mail at michele.koury@gmail.com