

## TERMS OF SERVICE

Last updated: January 31, 2023

This website and any mobile application (collectively, the “Site”) on which this Terms of Service (“Terms”) appears is owned and operated by The Peer Network, LLC (“The Peer Network,” “we,” “our,” or “us”). The Site provides a telehealth platform that connects clients with Certified Peer Support providers for remote consultations and services (the “Service”).

THE PEER NETWORK DOES NOT PROVIDE MEDICAL ADVICE, DIAGNOSIS, OR SUGGESTIONS FOR TREATMENT. PLEASE ONLY CONTACT YOUR PHYSICIAN OR OTHER HEALTHCARE PROFESSIONAL CONCERNING YOUR PARTICULAR MEDICAL CONDITION OR CONCERNS. DO NOT DISREGARD PROFESSIONAL MEDICAL ADVICE, OR DELAY IN SEEKING IT BECAUSE OF SOMETHING YOU READ ON THE SITE.

PLEASE DO NOT ATTEMPT TO COMMUNICATE WITH US ABOUT YOUR SPECIFIC MEDICAL CONDITION, EVEN IN AN EMERGENCY. WE DO NOT MONITOR YOUR COMMUNICATIONS TO US THROUGH THE SITE FOR THESE PURPOSES, AND WE MAY NOT RESPOND TO YOUR COMMUNICATION IN AN APPROPRIATE TIMEFRAME. CONTACT YOUR PHYSICIAN OR HEALTHCARE PROFESSIONAL FOR ADVICE CONCERNING YOUR MEDICAL NEEDS OR CONTACT YOUR LOCAL EMERGENCY SERVICES IN CASE OF AN EMERGENCY.

THESE TERMS CONSTITUTE A BINDING AGREEMENT BETWEEN YOU AND US. PLEASE READ CAREFULLY THROUGH ALL SECTIONS OF THESE TERMS. YOUR ACCESS TO AND USE OF THE SITE IS SUBJECT TO THESE TERMS AND ALL APPLICABLE LAWS AND WE RESERVE THE RIGHT TO TERMINATE YOUR ACCESS TO THE SITE IF YOU VIOLATE THESE TERMS. BY CLICKING ON LINKS WITHIN THE SITE OR WEBPAGES BEYOND THE SITE’S HOMEPAGE OR BY CLICKING ON A BOX OR ICON YOU AGREE TO THESE TERMS WHETHER OR NOT YOU COMPLETE A TRANSACTION WITH THE PEER NETWORK AND WHETHER OR NOT YOU COMPLETE YOUR TRANSACTION ON THE SITE OR THROUGH OTHER CHANNELS, SUCH AS BY TELEPHONE, EMAIL, FACSIMILE, OR OTHERWISE. IF YOU DO NOT AGREE WITH THESE TERMS, DO NOT ACCESS OR OTHERWISE USE THE SITE, ANY SERVICES AVAILABLE THROUGH THE SITE, OR ANY INFORMATION CONTAINED ON THIS SITE.

### **MANDATORY ARBITRATION NOTICE AND CLASS ACTION AND JURY TRIAL WAIVER.**

These Terms contain a mandatory (binding) arbitration provision and class action and jury trial waiver clauses. Except for certain types of disputes described in the arbitration section below or where prohibited by applicable law, you agree that disputes between you and us regarding your use of the Site or Services will be resolved by binding, individual arbitration and you waive your right to participate in a class action lawsuit or class-wide arbitration, including as a class representative. The arbitrator’s decision will be subject to very limited review by a court. You will be entitled to a fair hearing, but the arbitration procedures are simpler and more limited than rules applicable in Court. For more details, see below.

We may make changes to the content available on the Site at any time. We can change, update, add, or remove provisions of these Terms at any time by posting the updated Terms on the Site. We will make commercially reasonable efforts to notify you of any material changes to these Terms however we are not obligated to. You waive any right you may have to receive specific notice of such changes to these Terms except for changes to our agreement to arbitration, which is discussed more fully below. By using the Site after we have updated the Terms, you are agreeing to the then-current Terms. You are responsible for regularly reviewing these Terms.

In addition to these Terms, your use of certain Services may be governed by additional agreements. For more information on our privacy practices, please review our [thepeernetwork.com/privacy](https://thepeernetwork.com/privacy).

## **1. USE OF SERVICE**

1.1. Eligibility. To use the Service, you must be 18 years of age or older and have the legal capacity to enter into a binding agreement. If you are using the Service on behalf of an organization or entity, you represent and warrant that you are authorized to do so.

1.2. Accessing the Site. We reserve the right to withdraw or amend this Site and the Service in our sole discretion and without notice. We will not be liable if, for any reason, all or any part of the Site is unavailable at any time or for any period. From time to time, in our sole discretion and without notice, we may restrict access to some parts of the Site, or the entire Site, to users, including registered users. You are responsible for making all arrangement necessary for you to have access to the Site and ensuring that all persons who access the Site through your internet connection are aware of these Terms and comply with them.

1.3. Account Registration. You may be required to create an account to use the Service. You are responsible for maintaining the confidentiality of your account login and password and for all activities that occur under your account. You acknowledge that your account is personal to you and agree not to provide any other person with access to the Site or portions of it using your username, password, or other security information. You agree to immediately notify The Peer Network of any unauthorized use of your account or any other breach of security. The Peer Network will not be liable for any loss or damage arising from your failure to comply with this security obligation. 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 reason, including if, in our opinion, you have violated any provision of these Terms.

## **2. TELEHEALTH SERVICES**

2.1. Scope of Services. The Service enables you to connect with Certified Peer Support providers (“Providers”) for remote consultations and services. Our role is limited to making certain telehealth related information available to you and helping facilitate your access to telemedicine and medical services. The Provider conducting the consultation determines the scope of services for diagnosis, treatment, and care. The Peer Network is independent from Providers and is not responsible for such Providers’ acts, communications, or any content provided by them.

2.2. Responsibility for Care. The Peer Network does not provide medical advice or treatment and is not a substitute for in-person medical care. By accessing, using, or browsing the Site or Service or providing medical history, you do not create a physician-patient or healthcare provider-patient relationship between you and The Peer Network or any of our employees and/or affiliates. Any Service provided by us, or content accessed by you on the Site are for informational purposes only and are not intended to replace the advice of your healthcare provider. Please consult your doctor or other qualified healthcare provider if you have any questions about a medical condition. Call 911 for medical emergencies. THE PEER NETWORK IS NOT RESPONSIBLE OR LIABLE FOR ANY ADVICE, COURSE, TREATMENT, OR DIAGNOSIS OR ANY OTHER INFORMATION, SERVICES, OR PRODUCTS THAT YOU MAY OBTAIN THROUGH THE SITE.

2.3. Information Provided. The information presented on or through the Site is made available solely for general information purposes. The information provided does not constitute medical advice or counsel.

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 Site, or by anyone who may be informed of any of its contents. This Site may include content provided by third parties, including materials provided by other users, bloggers, and third-party licensors, syndicators, aggregators, and/or reporting services. All statements and/or opinions expressed in these materials, and all articles and responses to questions and other content, other than the content provided by us, are solely the opinions and the responsibility of the person or entity providing those materials. These materials do not necessarily reflect the opinion of The Peer Network. We are not responsible, or liable to you or any third party, for the content or accuracy of any materials provided by any third parties.

### **3. PAYMENTS AND FEES**

3.1. Fees for Service. We may charge fees for certain features or services. These fees will be clearly disclosed to you before you are charged. You are responsible for paying all fees associated with your use of the Service.

3.2. Payment Methods. The Peer Network accepts payment by credit card or other methods as may be specified on the Service from time to time. You represent and warrant that you are authorized to use the payment method you provide to us.

3.3. Refunds. The Peer Network does not offer refunds for fees paid for the Service, except in the case of errors or omissions on our part.

### **4. INTELLECTUAL PROPERTY**

4.1. Ownership. Unless otherwise specified in these Terms, all information and screens appearing on this Site are the sole property of The Peer Network or our subsidiaries and affiliates, and other parties. We provide content through the Site that is copyrighted or contains protectable trademarks of The Peer Network or our third-party licensors and suppliers (collectively, the “Materials”). Materials may include text, graphics, logos, images, site design, video, icons, and software, as well as the arrangement thereof.

4.2. License to Use. Subject to these Terms, The Peer Network grants you a limited, non-exclusive, non-transferable, revocable license to use, view, print, display, and download the Materials for the sole purpose of viewing them on a stand-alone personal computer or mobile device and to use this Site solely for your personal use. Except for the foregoing license and as otherwise required or limited by applicable law, you have no other rights in the Site or any Materials and you may not modify, edit, copy, reproduce, create derivative works of, reverse engineer, alter, enhance, or in any way exploit any of the Site or Materials in any manner or for any purpose that would constitute infringement of our, our licensors’, or the Site’s other user’s intellectual property rights. All rights not expressly granted herein are reserved. If you breach any of these Terms, the above license will terminate automatically and you must immediately destroy any downloaded or printed Materials.

4.3. User Content. The Service may allow you to upload, post, or otherwise transmit content and materials (“User Content”). You retain ownership of any intellectual property rights that you hold in your User Content. By uploading, posting, or transmitting User Content to the Service, you grant The Peer Network a perpetual, non-exclusive, royalty-free, worldwide, transferable license to use, reproduce, modify, adapt, publish, translate, create derivative works from, distribute, and display your User Content in connection with the Service. You also agree that The Peer Network has the right to use any ideas, concepts,

know-how, or techniques contained in your User Content for any purpose whatsoever, including but not limited to developing, manufacturing, and marketing products and services using such information.

## **5. COMMUNICATIONS**

5.1. Your Communications to the Site. By forwarding any content or communications to us through the Site or by other electronic means, you thereby grant us a perpetual, royalty-free, fully paid-up, world-wide, irrevocable, non-exclusive, freely transferable, and freely sublicensable license to use, reproduce, modify, adapt, publish, translate, create derivative works from, redistribute, and display such content and communications in any form for the purposes of providing the Service and any purpose tangentially related to the Service. No compensation will be paid to you with respect to our or our sublicensees' use of your communications. By providing or submitting content, you represent and warrant that you own or otherwise control all of the rights to your submitted content and communications as described in this section, including all the rights necessary for you to submit the content and communications and grant the license above.

5.2. Electronic Communications. By using the Site and/or the Service, you consent to receiving electronic communications, including electronic notices, from us. These electronic communications may include notices about applicable fees and charges, transactional information and other information concerning or related to the Site and/or Materials. These electronic communications are part of your relationship with us. You agree that any notices, agreements, disclosures, or other communications that we send you electronically will satisfy any legal communication requirements, including that such communications be in writing.

## **6. USE OF THE SITE**

6.1. Permitted Uses. By accessing or using the Site, you agree that:

- Your use of the Site is subject to and governed by these Terms;
- You will provide and submit only complete, accurate, and truthful information;
- You will only access or use the Site and transact business with us if you are at least eighteen (18) years old;
- You will use the Site solely for its Service offered in the normal course of business;
- You will always act in accordance with the law and custom, and in good faith;
- You will comply with and be bound by these Terms as they appear on the Site each time you access and use the Site;
- Each use of the Site by you indicates and confirms your agreement to be bound by these Terms; and
- These Terms are a legally binding agreement between you and us that will be enforceable against you.

6.2. Prohibited Activities. You further agree to not use the Site in any way that:

- Changes or alters the Site or content or Service that may appear on the Site;
- Impairs in any way the integrity or operation of the Site;
- Interferes with or induces a breach of the contractual relationships between us and our employees;
- Is in any way unlawful or prohibited, or that is harmful or destructive to anyone or their property;
- Transmits any advertisements, solicitations, schemes, spam, flooding, or other unsolicited email and commercial communications;
- Transmits any harmful or disabling computer codes or viruses;
- Harvests email addresses from the Site;

- Transmits unsolicited email to the Site or to anyone whose email address includes the domain name of the Site;
- Interferes with our network services;
- Attempts to gain unauthorized access to our network services;
- Suggests an express or implied affiliation or relationship with us without our express written permission;
- Impairs or limits our ability to operate the Site or any other person's ability to access and use the Site;
- Unlawfully impersonates or otherwise misrepresents your affiliation with any person or entity;
- Transmits or uploads violent, obscene, sexually explicit, discriminatory, hateful, threatening, abusive, defamatory, offensive, harassing, or otherwise objectionable content or images;
- Dilutes or depreciates our or any of our affiliates' name and reputation;
- Transmits or uploads content or images that infringe upon any third party's intellectual property rights or right to privacy; or
- Unlawfully transmits or uploads any confidential, proprietary or trade secret information.

6.3. We have no obligation, but maintain the right to monitor the Site. This list of prohibited activities provides examples and is not complete or exclusive. We reserve the right to terminate access to your account and your ability to use this Site (or the Materials) with or without cause and with or without notice, for any reason or no reason, or for any action that we determine is inappropriate or disruptive to this Site or to any other user of this Site and/or Materials. We may report to law enforcement authorities any actions that may be illegal, and any reports it receives of such conduct. When legally required or at our discretion, we will cooperate with law enforcement agencies in any investigation of alleged illegal activity on this Site or on the Internet, which may include disposing any information we obtain. In addition, we may disclose information we obtain as necessary or appropriate to operate or improve the Site, to protect The Peer Network, and/or our Site users, or for any other purpose the law permits.

## **7. THIRD-PARTY LINKS**

This Site may link to other websites that are not sites controlled or operated by us (collectively, "Third-Party Sites"). You acknowledge and agree that the Third-Party Sites may have different privacy policies and terms and conditions and/or user guides and business practices than The Peer Network, and you further acknowledge and agree that your use of such Third-Party Sites is governed by the respective Third-Party Site privacy policy and terms and conditions and/or user guides. We provide links to the Third-Party Sites to you as a convenience, and we do not verify, make any representations or take responsibility for such Third-Party Sites, including the truthfulness, accuracy, quality or completeness of the content, services, links displayed and/or any other activities conducted on or through such Third-Party Sites. YOU AGREE THAT WE WILL NOT, UNDER ANY CIRCUMSTANCES, BE RESPONSIBLE OR LIABLE, DIRECTLY OR INDIRECTLY, FOR ANY GOODS, SERVICES, INFORMATION, RESOURCES AND/OR CONTENT AVAILABLE ON OR THROUGH ANY THIRD-PARTY SITES AND/OR THIRD-PARTY DEALINGS OR COMMUNICATIONS, OR FOR ANY HARM RELATED THERETO, OR ANY DAMAGES OR LOSSES CAUSED OR ALLEGED TO BE CAUSED BY OR IN CONNECTION WITH YOUR USE OR RELIANCE ON THE CONTENT OR BUSINESS PRACTICES OF ANY THIRD-PARTY. Any reference on the Site to any product, service, publication, institution, or organization of any third-party entity or individual does not constitute or imply our endorsement or recommendation.

## **8. COPYRIGHT COMPLAINTS**

We take claims of copyright infringement seriously. We will respond to notices of alleged copyright infringement that comply with applicable law. If you believe any Materials infringe your copyright, you may request removal of these Materials from the Site by submitting a written notification to our copyright agent designated below. In accordance with the Online Copyright Infringement Liability Limitation Act of the Digital Millennium Copyright Act (15. U.S.C. § 512) (“DMCA”), the written notice (the “DMCA Notice”) must include the following:

- Your physical or electronic signature
- Identification of the copyrighted work you believe to have been infringed or, if the claim involves multiple works on the Website, a representative list of such works
- Identification of the material you believe to be infringing in a sufficiently precise manner to allow us to locate that material
- Adequate information by which we can contact you (including your name, postal address, telephone number, and, if available, email address)
- A statement that you have a good faith belief that use of the copyrighted material is not authorized by the copyright owner, its agent, or the law
- A statement that the information in the written notice is accurate
- A statement, under penalty of perjury, that you are authorized to act on behalf of the copyright owner

Our agent for notices of claims of copyright infringement on the Site can be reached as follows:

The Peer Network, LLC  
Attn: IP Department  
11469 Olive Blvd #264  
admin@thepeernetwork.com

## **9. APP STORES**

You acknowledge and agree that the availability of our mobile applications may be dependent on the third party from which you received the application’s license, e.g., the Apple iPhone or Android app stores (“App Store”). You acknowledge and agree that these Terms are between you and us and not with the App Store and that we are responsible for the provision of the Service as described in these Terms. However, if you downloaded the mobile applications from the Apple App Store, Apple and its subsidiaries are third-party beneficiaries of these Terms. Upon your acceptance of these Terms, Apple shall have the right (and will be deemed to have accepted the right) to enforce these Terms against you as a third-party beneficiary thereof. These Terms incorporate by reference Apple’s Licensed Application End User License Agreement, for purposes of which, you are “the end-user.” In the event of a conflict in the terms of the Licensed Application End User License Agreement and these Terms, these Terms will control.

## **10. MINIMUM AGE**

We do not allow persons under the age of eighteen (18) to use the Site and Service. By using the Site and Service, you represent and warrant that you are eighteen (18) years of age or over.

## **11. FEDERAL AND STATE LAWS**

The Site is operated from the United States and is intended for U.S. residents only. The Site is not approved for distribution outside of the United States and non-U.S. residents should not rely or act upon the information contained within. When using the Site, on the Site, or when using any content provided by us, you must obey all applicable U.S. federal, state, and local laws.

## **12. DISCLAIMER OF WARRANTIES**

Your use of the Site and Service is at your own risk. The Materials have not been verified or authenticated in whole or in part by us, and they may include inaccuracies or typographical or other errors. We do not warrant the accuracy or timeliness of the Materials contained on this Site. We have no liability for any errors or omissions in the Materials, whether provided by us, our licensors or suppliers or other users.

TO THE FULLEST EXTENT PROVIDED BY LAW AND EXCEPT AS OTHERWISE PROVIDED HEREIN OR ON THE SITE, THE INFORMATION AND SERVICE OFFERED ON OR THROUGH THE SITE AND ANY REFERENCED THIRD-PARTY SITE ARE PROVIDED “AS IS” AND WITHOUT WARRANTIES OF ANY KIND, EITHER EXPRESS OR IMPLIED. ANY THIRD-PARTY SERVICES PROVIDED ARE SUPPLIED AS A CONVENIENCE TO YOU AND DO NOT CONSTITUTE SPONSORSHIP, AFFILIATION, PARTNERSHIP, OR ENDORSEMENT. TO THE FULLEST EXTENT ALLOWED BY LAW, WE DISCLAIM ALL EXPRESS AND IMPLIED WARRANTIES, INCLUDING THE IMPLIED WARRANTY OF MERCHANTABILITY, FITNESS FOR A PARTICULAR PURPOSE, TITLE, AND NON-INFRINGEMENT.

TO THE FULLEST EXTENT ALLOWED BY LAW, WE DO NOT WARRANT OR MAKE ANY REPRESENTATIONS REGARDING THE USE OR THE RESULTS OF THE USE OF THE SITE OR THE SERVICE, THE MATERIALS, ANY CONTENT, OR OTHER POSTED MATERIALS ON THE SITE IN TERMS OF ITS CORRECTNESS, ACCURACY, TIMELINESS, RELIABILITY OR OTHERWISE.

BY PROVIDING THE SERVICE ON THE SITE, WE DO NOT IN ANY WAY PROMISE THAT THE SERVICE WILL REMAIN AVAILABLE TO YOU. WE ARE ENTITLED TO TERMINATE ALL OR PART OF ANY OF THE SITE AT ANY TIME, IN OUR SOLE DISCRETION WITHOUT NOTICE TO YOU.

## **13. LIMITATION OF LIABILITY**

WE CANNOT GUARANTEE THE SITE WILL BE AVAILABLE ONE HUNDRED PERCENT (100%) OF THE TIME BECAUSE PUBLIC NETWORKS, SUCH AS THE INTERNET, OCCASIONALLY EXPERIENCE DISRUPTIONS. ALTHOUGH WE STRIVE TO PROVIDE THE MOST RELIABLE WEBSITE REASONABLY POSSIBLE, INTERRUPTIONS AND DELAYS IN ACCESSING THE SITE ARE UNAVOIDABLE AND WE DISCLAIM ANY LIABILITY FOR DAMAGES RESULTING FROM SUCH PROBLEMS.

IN NO EVENT WILL WE BE LIABLE TO YOU OR ANY PARTY FOR ANY DIRECT, INDIRECT, SPECIAL OR OTHER CONSEQUENTIAL DAMAGES FOR ANY USE OF THE SITE, THE MATERIALS, ANY CONTENT OR SERVICE OBTAINED THROUGH THE SITE, OR ON ANY OTHER HYPERLINKED WEBSITE, WHETHER BASED ON WARRANTY, CONTRACT, NEGLIGENCE, STRICT LIABILITY, OR OTHERWISE, INCLUDING, WITHOUT LIMITATION, ANY LOST PROFITS, BUSINESS INTERRUPTION, LOSS OF PROGRAMS OR OTHER DATA OR OTHERWISE, EVEN IF WE ARE EXPRESSLY ADVISED OF THE POSSIBILITY OF SUCH DAMAGES.

## **14. INDEMNIFICATION**

You agree to indemnify, defend, and hold The Peer Network and its affiliates, officers, agents, and employees harmless from any claim, demand, action, liability, fine, penalty, and expense that may arise from your use of the Site and/or Service.

## **15. INJUNCTIVE RELIEF**

You acknowledge that we may be irreparably damaged if these Terms are not specifically enforced, and damages at law would be an inadequate remedy. Therefore, in the event of a breach or threatened breach of any provision of these Terms by you, we shall be entitled, without prejudice to any other rights and remedies that may be sought under Section 16, to an injunction restraining such breach or threatened breach, without being required to show any actual damage or to post an injunction bond, and/or to a decree for specific performance of the provisions of these Terms. For purposes of this Section, you agree that any action or proceeding with regard to such injunction restraining such breach or threatened breach shall be brought in the state or federal courts located in Missouri. You consent to the jurisdiction of such court and waive any objection to the laying of venue of any such action or proceeding in such court. You agree that service of any court paper may be effected on such party by mail or in such other manner as may be provided under applicable laws, rules of procedure or local rules.

## **16. MANDATORY ARBITRATION AND CLASS ACTION AND JURY TRIAL WAIVER**

Most concerns can be resolved quickly and to your satisfaction by contacting us as set forth in the “Contact Information” section below.

In the event that we are not able to resolve a dispute, and with the exception of the claims for injunctive relief by us as described above and otherwise set forth herein, you hereby agree that either you or we may require any dispute, claim, or cause of action (“Claim”) between you and us or any third parties arising out of use of the Site, the Service, and any other actions with us (whether based in contract, tort, statute, fraud, misrepresentation, or any other legal theory) to be arbitrated on an individual (non-class) basis. However, both parties retain the right to seek relief in a small claims court (or a state court equivalent) for a Claim within the scope of its jurisdiction so long as the small claims action does not seek to certify a class, combine the claims of multiple persons, recover damages in excess of the limit for a small claim under applicable state law or is not transferred, removed, or appealed from small claims court to any different court. Additionally, if you are a California resident, you retain the right to obtain public injunctive relief from any court with proper jurisdiction.

**THERE IS NO JUDGE OR JURY IN ARBITRATION, AND COURT REVIEW OF AN ARBITRATION AWARD IS VERY LIMITED. ADDITIONALLY, ANY ARBITRATION OF A CLAIM WILL BE ON AN INDIVIDUAL BASIS, AND, THEREFORE, YOU UNDERSTAND AND AGREE THAT YOU ARE WAIVING THE RIGHT TO PARTICIPATE AS A CLASS REPRESENTATIVE OR CLASS MEMBER IN A CLASS ACTION LAWSUIT. AS PART OF THIS WAIVER, YOU AGREE THAT YOU WAIVE THE RIGHT TO ACT AS A PRIVATE ATTORNEY GENERAL IN AN ARBITRATION; THAT EXCEPT AS OTHERWISE PROVIDED IN THIS ARBITRATION AGREEMENT, CLAIMS BROUGHT BY OR AGAINST YOU MAY NOT BE JOINED OR CONSOLIDATED WITH CLAIMS BROUGHT BY OR AGAINST ANY OTHER PERSON; AND THE ARBITRATOR SHALL HAVE NO AUTHORITY TO CONDUCT A CLASS-WIDE ARBITRATION, PRIVATE ATTORNEY GENERAL ARBITRATION OR MULTIPLE-PARTY ARBITRATION.**

You and we agree that your use of the Service involves interstate commerce, and that this arbitration agreement shall be interpreted and enforced in accordance with the Federal Arbitration Act (FAA) set forth in Title 9 of the U.S. Code to the fullest extent possible, notwithstanding any state law to the contrary, regardless of the origin or nature of the Claims at issue. The arbitrator must follow, to the extent applicable: (i) the substantive law of the state in which we entered into the transaction giving rise to this arbitration agreement; (ii) the applicable statutes of limitations; and (iii) claims of privilege recognized at



law. The arbitrator will not be bound by federal, state or local rules of procedure and evidence or by state or local laws concerning arbitration proceedings.

If either you or we elect to arbitrate a Claim, the dispute shall be resolved by binding arbitration administered under the applicable rules of the American Arbitration Association (“AAA”). Either you or we may elect to resolve a particular Claim through arbitration, even if the other party has already initiated litigation in court related to the Claim, by: (a) making written demand for arbitration upon the other party, (b) initiating arbitration against the other party, or (c) filing a motion to compel arbitration in court.

If this is a consumer-purpose transaction, the applicable rules will be the AAA’s Consumer Arbitration Rules. The applicable AAA rules and other information about arbitrating a claim under AAA, including how to submit a dispute to arbitration, may be obtained by visiting its website at <https://www.adr.org/> or by calling 1-800-778-7879. If AAA will not serve as the administrator of the arbitration, and you and we cannot then agree upon a substitute arbitrator, you and we shall request that a court with proper jurisdiction appoint an arbitrator. However, we will abide by the applicable AAA rules regardless of the forum. Arbitration shall be conducted in the county and state where you accepted these Terms, you reside, or another reasonably convenient place to you as determined by the arbitrator, unless applicable laws require another location. Judgment on the award rendered by the arbitrator may be entered in any court having jurisdiction thereof. Except as provided in applicable statutes, the arbitrator’s award is not subject to review by the court and it cannot be appealed. The parties will have the option to request and receive a statement of reasons for the arbitration award.

If you elect to file the arbitration, and this is a consumer-purpose transaction, you will pay the filing fee to the extent required by AAA’s Consumer Arbitration Rules but not to exceed the cost of filing a lawsuit. Any amount above what it would cost you to file a lawsuit, we will pay. All other arbitration fees and expenses shall be allocated to us according to AAA rules. Except for the arbitration fees and expenses, each party shall pay its own costs and fees incurred (including attorneys’ fees), unless the arbitrator allocates them differently in accordance with applicable law. This paragraph applies only if this is a consumer-purpose transaction.

Notwithstanding anything to the contrary in these Terms, and except as otherwise set forth in this paragraph, the agreement to arbitration may be amended by us only upon advance notice to you. If we make any amendment to this agreement to arbitration (other than renumbering the agreement to align with any other amendment to the Terms) in the future, that amendment shall not apply to any claim that was filed in a legal proceeding or action against us prior to the effective date of the amendment. The amendment shall apply to all other Claims governed by this agreement to arbitration that have arisen or may arise between you and us. However, we may amend this agreement to arbitration and not provide you notice; in that case, the amendments will not apply to you and the agreement to arbitration contained in these Terms to which you agreed will continue to apply to you and us as if no amendments were made.

If any part of this arbitration provision is invalid, all other parts of it remain valid. However, if the class action limitation is invalid, then this arbitration provision is invalid in its entirety, provided that the remaining Terms shall remain in full force and effect. This arbitration provision will survive the termination of your use of the Site, the Service, and any other actions with us.

**You may reject this arbitration provision within thirty (30) days of accepting the Terms by emailing us at [admin@thepeernetwork.com](mailto:admin@thepeernetwork.com) and including in the subject line “Rejection of Arbitration Provision.”**

## **17. GOVERNING LAW**

These Terms and your use of the Service will be governed by and construed in accordance with the laws of the State of Missouri without giving effect to any principles of conflicts of law. Except as set forth in the agreement to arbitration and without waiving it, you agree that any dispute arising from or relating to the subject matter of the Terms (including but not limited to if you opt out of the agreement to arbitration) shall be governed by the exclusive jurisdiction and venue of Missouri, except where the jurisdiction and venue are mandated by applicable assignment.

## **18. MISCELLANEOUS**

18.1. Entire Agreement. These Terms constitute the entire agreement between you and The Peer Network, and govern your use of the Service, superseding any prior agreements between you and The Peer Network.

18.2. Waiver. The failure of The Peer Network to exercise or enforce any right or provision of these Terms will not constitute a waiver of such right or provision.

18.3. Severability. If any provision of these Terms is found by a court of competent jurisdiction to be invalid, the parties nevertheless agree that the court should endeavor to give effect to the parties' intentions as reflected in the provision, and the other provisions of these Terms remain in full force and effect.

18.4. Assignment. You may not transfer or assign any rights or obligations you have under these Terms without the prior written consent of The Peer Network. The Peer Network reserves the right to transfer or assign these Terms or any rights or obligations under these Terms without your consent.

18.5. Headings. The heading references herein are for convenience purposes only, do not constitute a part of these Terms, and will not be deemed to limit or affect any of the provisions hereof.

18.6. Contact Information. If you have any questions or concerns about these Terms or the Service, please contact The Peer Network at [admin@thepeernetwork.com](mailto:admin@thepeernetwork.com).