Be Seen Health Terms and Conditions

Effective: October 18, 2026

Welcome to Be Seen Health! We are happy to share with you the important information that you need to consider before making a decision to register and use any of our services.

These Be Seen Terms and Conditions ("Terms") form a legal agreement ("Agreement") between Be Seen Health Inc (the "Company", "Be Seen", "We", "Us", or "Our") and you, the individual ("you", "yours", or "User") concerning your access to and use of the information and services offered through the websites, applications, services, APIs, and mobile platforms (collectively, the "Services"), whether or not you have created an account. By using or otherwise accessing the Information and Services, you agree to the terms of this agreement including the information practices disclosed in our Privacy Policy. If you do not accept and agree to be bound by these Terms, you should terminate your access to our website or applications and cannot use the Services under this agreement.

If you create an account or use the Services on behalf of an individual or entity other than yourself, you represent that you are authorized by such individual or entity to accept this Agreement on such individual's or entity's behalf.

1. ABOUT OUR SERVICES
2. DIGITAL CONTRACTING
3. USER RESPONSIBILITIES
4. NO MEDICAL ADVICE
5. NO DOCTOR PATIENT RELATIONSHIP
6. MARKETPLACE SERVICES, PROVIDER RELATIONSHIPS AND LISTS
7. PAYMENTS, CANCELLATIONS AND DISPUTES
8. YOUR PERSONAL INFORMATION
9. TEXT MESSAGING
10. YOUR CONTENT
11. FEEDBACK
12. RIGHT AND TERMS FOR APPS
13. TERMINATION
14. CHOICE OF LAW
15. LIMITATION OF CLAIMS
16. INDEMNIFICATION AND RELEASE
17. HEADINGS
18. SEVERABILITY
19. ASSIGNMENT
20. UPDATES AND CHANGES TO THESE TERMS

1. About Our Services

Be Seen was created to help you find health-related services near you or around specific locations across the United States via our website and mobile applications. Portions of our Services can be used and viewed without creating an account. To take full advantage of all of the Services offered by Us, you must become a Be Seen Member ("Member") by creating a Be Seen account and providing certain basic Personal Identifiable Information ("PII") about yourself, which you authorize Be Seen to use and disclose as described in our Privacy Policy.

You acknowledge that although some Information displayed as part of our Services may be provided by healthcare professionals, the provision of such Information does not create a medical professional/patient relationship, and does not constitute an opinion, medical advice, diagnosis, or treatment, but is provided to assist you in choosing a doctor, dentist, or another healthcare specialist, professional, provider, organization, agent, or affiliates thereof (collectively, "Provider"). "Information" means content, text, data, graphics, images, photographs, video, audio, information, suggestions, guidance, and other materials provided, made available, or otherwise found through Our Services, including, without limitation, Information provided in direct response to your questions or postings.

WHILE WE MAKE REASONABLE EFFORTS TO PROVIDE YOU WITH ACCURATE CONTENT, WE MAKE NO GUARANTEES, REPRESENTATIONS OR WARRANTIES, WHETHER EXPRESSED OR IMPLIED, WITH RESPECT TO PROFESSIONAL QUALIFICATIONS, EXPERTISE, QUALITY OF WORK, OR ANY OTHER INFORMATION AVAILABLE THROUGH THE SERVICES. IN NO EVENT SHALL WE BE LIABLE TO YOU OR ANYONE ELSE FOR ANY DECISION MADE OR ACTION TAKEN BY YOU IN RELIANCE ON ANY SUCH CONTENT. FURTHERMORE, WE DO NOT IN ANY WAY ENDORSE OR RECOMMEND ANY INDIVIDUAL OR ENTITY LISTED OR ACCESSIBLE THROUGH THE SERVICES. THE SERVICES ARE PROVIDED "AS IS," WITHOUT WARRANTY OF ANY KIND. WITHOUT LIMITING THE FOREGOING, WE EXPLICITLY DISCLAIM ANY IMPLIED WARRANTIES OF MERCHANTABILITY, FITNESS FOR A PARTICULAR PURPOSE, QUIET ENJOYMENT AND NON-INFRINGEMENT, AND ANY WARRANTIES ARISING OUT OF COURSE OF DEALING OR USAGE OF TRADE. We make no warranty that the Services will meet your requirements or be available on an uninterrupted, secure, or error-free basis. We make no warranty regarding the quality, accuracy, timeliness, truthfulness, completeness or reliability of any information or content on the Services.

2. Digital Contracting

Your affirmative act of using the Services and or creating an account constitutes your digital signature to this Agreement, including our Privacy Policy, and your consent to enter into such agreement with Us digitally.

3. User Responsibilities

When you create an account with Us, you will provide an email address and create a password (collectively, “Credentials”). You should keep your Credentials private and not share your Credentials with anyone else. You must immediately notify us if your password has been stolen or compromised by sending an email to support@beseenhealth.com. You may also be able to connect to the Services through a third party service, such as Apple, Facebook or Google. If you connect to the Services through a third party service, you give us permission to access and use your information from such third party service as permitted by such third party service, and to store your log-in credentials for such third party service. Be Seen has no control over, and assumes no responsibility for, the content, accuracy, privacy policies, or practices of or opinions expressed by any such third party.

Creating an account, searching nearby providers and scheduling Care does not incur any charges to you, but you are responsible for prepaying for any Care that you schedule via Be Seen. “Care” is defined as the consultations, follow up visits, and any and all care scheduled via Be Seen Services including administration of medical care, medical prescriptions, medical procedures and all other Provider recommended care. Usual, customary and any other charges for any medical or related Care rendered by Providers will apply and will be entirely your responsibility. You are responsible for ensuring that all information that you provide to Be Seen is accurate and up-to-date. Some Services may not be available through Be Seen or your chosen Provider depending upon a number of factors, including your insurance participation. You are responsible for all use of the Services and for all use of your Credentials, including use by others to whom you have given your Credentials. You may only use the website, applications, and Services for lawful, non-commercial purposes. You may not use the website and applications in any manner that could damage, disable, overburden, or impair our servers or networks, or interfere with any other party’s use and enjoyment of the Services. You may not attempt to gain unauthorized access to any of the Services, user accounts, or computer systems or networks, through hacking, password mining or any other means. You may not accumulate or index, directly or indirectly, any Information or portion of the Site and/or Services (including, without limitation, Provider Information, appointment availability, and price information) for any purpose whatsoever.

In addition to our rights in these Terms, we may take any legal action and implement any technological measures to prevent violations of the restrictions hereunder and to enforce these Terms.

If you are a Provider or other person or entity in the healthcare or medical industries, regardless of whether you maintain an account with Us or whether you schedule or intend to schedule appointments through the Services, you acknowledge and agree that:

a. You will not use the Services to view, access or otherwise use, directly or indirectly, price, availability, or other Content for any purpose other than your own personal use as a patient or prospective patient.

b. You will not use the Services to establish, attempt to establish, or enforce, directly or indirectly, any agreement or coordination of the prices charged for any product or service; the kinds, frequencies or amounts of any product or service offered; or otherwise engage or attempt to engage in price fixing, output restriction, or customer or market allocation.
c. You will not use the Services, directly or indirectly, to engage in any anti- competitive, deceptive or unfair practices, or otherwise violate applicable antitrust, competition or consumer protection laws, or regulations.

4. No Medical Advice

The Information provided by Be Seen, its employees, contractors, partners, sponsors, advertisers, licensors, or otherwise through the Services, is for informational, scheduling, and payment purposes only. All medically related information, including, without limitation, information shared via Be Seen emails, text messages, advertisements, health-related articles, social media, and Be Seen authenticated account recommendations is for informational purposes only.

NO MEDICAL ADVICE IS RENDERED THROUGH THE SERVICES BY BE SEEN AND THE INFORMATION IS NOT INTENDED TO BE A SUBSTITUTE FOR PROFESSIONAL MEDICAL ADVICE, DIAGNOSIS, OR TREATMENT. ALWAYS SEEK THE ADVICE OF YOUR PHYSICIAN OR OTHER QUALIFIED PROVIDER WITH ANY QUESTIONS YOU MAY HAVE REGARDING A MEDICAL CONDITION. NEVER DISREGARD PROFESSIONAL MEDICAL ADVICE OR DELAY IN SEEKING IT BECAUSE OF SOMETHING YOU READ ON OUR WEBSITE OR APPLICATIONS. BE SEEN DOES NOT RECOMMEND OR ENDORSE ANY SPECIFIC PROCEDURES, PRODUCTS, TESTS, PHYSICIANS, OPINIONS, OR OTHER INFORMATION THAT MAY BE MENTIONED ON THE WEBSITE OR APPLICATIONS. RELIANCE ON ANY INFORMATION PROVIDED BY OUR SERVICES, WHETHER BY BE SEEN OR ANY OTHER PARTY IS SOLELY AT YOUR OWN RISK. YOUR USE OF THE INFORMATION IS SOLELY AT YOUR OWN RISK. NOTHING STATED OR POSTED ON THE WEBSITE OR APPLICATIONS IS INTENDED TO BE, AND MUST NOT BE TAKEN TO BE, THE PRACTICE OF MEDICINE, DENTISTRY, NURSING, OR OTHER PROFESSIONAL HEALTH CARE ADVICE, OR THE PROVISION OF MEDICAL CARE.

DO NOT USE THE SERVICES FOR EMERGENCY MEDICAL NEEDS. IF YOU THINK YOU MAY HAVE A MEDICAL EMERGENCY, CALL YOUR PHYSICIAN, AND/OR 911 IMMEDIATELY.

5. No Doctor Patient Relationship

BE SEEN OR PROVIDERS MAY PUBLISH OR SHARE INFORMATION ABOUT GENERAL HEALTHCARE PRACTICES WITH YOU, BUT YOUR USE OF THE INFORMATION IS NOT A SUBSTITUTE FOR TAILORED HEALTHCARE FROM A LICENSED PROFESSIONAL. NO

LICENSED MEDICAL PROFESSIONAL/PATIENT RELATIONSHIP IS CREATED WHEN YOU VIEW THE INFORMATION, USE OUR SERVICES OR CREATE AN ACCOUNT WITH BE SEEN. THIS IS TRUE WHETHER SUCH INFORMATION IS PROVIDED BY OR THROUGH THE USE OF THE SERVICES OR THROUGH ANY OTHER COMMUNICATIONS FROM BE SEEN OR ANY ASSISTANCE WE MAY PROVIDE TO HELP YOU FIND AN APPROPRIATE PROVIDER IN ANY FIELD.

Be Seen enables Providers the ability to share their open availability with Us to help their patients find and book appointments. We do not have control over, and cannot guarantee the availability of, any Provider at any particular time. You acknowledge and understand that we will not be liable for cancelled or otherwise unfulfilled appointments, or any injury resulting therefrom, or for any other injury resulting or arising from or related to the use of the Services whatsoever.

Be Seen takes certain limited efforts to ensure that Providers that can be scheduled for Care through Our platform hold certain active licenses, certifications or registrations required by law to practice the specialties of the services offered by them through the Services. Be Seen may also exclude Providers from our Services who, in Our discretion, have engaged in inappropriate or unprofessional conduct. You are strongly advised to perform your own investigation prior to selecting a Provider by making confirming telephone calls to the appropriate licensing or certification authorities to verify listed credentials and education, and to further verify information about a particular Provider by confirming with the Provider's office, your current Providers, the medical association(s) relevant to the Provider's specialty and your state medical board(s).

6. Marketplace Services, Provider Relationships and Lists

Be Seen makes available Services to allow you to search for Providers, schedule appointments, and pay for Care to be delivered by the Provider. You agree to only use Our Services for any of the following purposes and for no other purpose:

a. Finding a Provider for yourself or another person;
b. Scheduling appointments with your chosen provider;
c. Making payments to Providers;
d. Reading reviews and ratings of Providers;
e. Submitting your own reviews and ratings of Providers with whom you have a relationship;
f. Inviting friends and family to join Be Seen;
g. Or any other purpose authorized by Be Seen from time to time.

Furthermore, it is important that you act responsibly when providing reviews and ratings. All reviews and ratings must comply with our Terms. You agree that any review of a Provider that you submit to be included on the website or application:

a. Will not be false, misleading, or untrue;

b. Will not include your name or any other PII that may be used to identify you or others including, but not limited to, any contact information email addresses, social media handles, telephone numbers, physical addresses, website URLs, or full names through your publicly posted information. Reviews that include PII will be edited or removed. Be Seen further reserves the right to publish your posted Information as part of the Services and to also remove your posted Information for any reason. We are not, however, responsible for any failure or delay in posting or removing posted Information. Any posted review by you or others is simply an opinion and should not be considered as true and accurate; and
c. Is your sole responsibility and will not include, promote, or encourage unlawful activities.

In connection with using the website and selecting Providers, you understand that:

a. You are ultimately responsible for selecting your own Provider including without limitation, determining whether the applicable Provider is suitable for your Care needs based on the specialty, experience, qualifications, licenses, and other important facts and circumstances that could impact your Care.
b. Some Providers listed through the Services enter into contractual agreements with us and may pay us a fee in order to use the Services.
c. To help you find Providers who may be suitable for your needs and enable the maximum choice and diversity of Providers participating in the Services, we will provide you with a list and/or Provider profiles. These results are based on information that you provide to us, such as geographic location and medical specialty.
d. We may also provide you results based on additional criteria such as Provider availability, past selections, rating and other filtering factors.
e. Be Seen does not endorse or recommend any Providers, does not make any representations or warranties with respect to these Providers or the quality of the Care they may provide, and does not receive any additional fees from Providers for featuring them on any order in the search results.
f. Be Seen may show you advertisements or sponsored results (“Sponsored Results”) on the website or application, including above the search results. Be Seen may receive additional fees from Providers for displaying Sponsored Results. Sponsored Results are not, and should not be considered, an endorsement or recommendation by Us of the Provider.

7. Payments, Cancellations and Disputes

You may be required to create an account with Be Seen in order to access and use certain features of the Service. If you elect to create an account, you agree to provide and maintain accurate, current, and complete information about yourself as prompted by the account creating form. Account data and certain other information about you are governed by Our Privacy Policy. If you are under 18 years of age, you are not authorized to use the Service, with or without registering. Members may schedule Care for others under their account. Parents or legal guardians of a child under the age of 18 may use the Services on behalf of such minor child. By using the Services on behalf of a minor child, you represent and warrant that you are

the parent or legal guardian of such child, and that all references in these Terms to “you” shall refer to such child or such other individual on whose behalf you have authorization to enter into these Terms and you in your capacity as the parent or legal guardian of such child or as the authorized party of such individual.

APPOINTMENT BOOKING THROUGH BE SEEN MAY NOT BE AVAILABLE FOR CERTAIN SERVICES AND/OR CERTAIN PROVIDERS IF YOU ARE ENROLLED IN MEDICARE, MEDICAID, TRICARE, VA HEALTH CARE, OR OTHER GOVERNMENT-SPONSORED HEALTH PLANS (COLLECTIVELY, “GOVERNMENT HEALTH PLANS). IF APPOINTMENT BOOKING IS NOT AVAILABLE, YOU WILL BE PROMPTED TO CONFIRM THAT YOU ARE NOT ENROLLED IN A GOVERNMENT HEALTH PLAN.

PROVIDERS DO NOT ACCEPT GOVERNMENT HEALTH PLAN OR ANY OTHER THIRD-PARTY INSURANCE FOR CARE SCHEDULED THROUGH BE SEEN. SOME PROVIDERS MAY ACCEPT GOVERNMENT HEALTH PLANS AND/OR OTHER THIRD-PARTY INSURANCE IF YOU SCHEDULE CARE DIRECTLY THROUGH THEM AND NOT THROUGH BE SEEN. IF YOU ELECT TO USE THE SERVICES AND SCHEDULE CARE THROUGH BE SEEN, YOU WILL BE SOLELY RESPONSIBLE FOR PAYING OUT OF POCKET FOR YOUR CARE IN ACCORDANCE WITH THE USUAL AND CUSTOMARY FEES ESTABLISHED BY YOUR
PROVIDERS. A valid credit card is required to prepay for such Care up to a maximum of $1,000. Members shall: (i) keep the billing, credit card and payment information provided to Us or payment processors, including name, credit card number and expiration date, billing address, email address and telephone number, accurate and up to date; (ii) promptly advise Us if your credit card information changes due to loss, theft, cancellation or otherwise; (iii) be liable for your failure to pay any fees billed to you by Us caused by your failure to provide Us with up to date billing information. You agree to pay Us the amount specified by the Provider for the Care selected. If you dispute any charges you must let Us know in writing via email at: support@beseenhealth.com within thirty (30) days from the payment processed date.

By providing a credit card to Us as part of your account creation process, you authorize Us to charge your credit card for any outstanding fees, taxes, and outstanding account balances due under this agreement. If your account is thirty (30) or more days overdue, in addition to its other rights or remedies, We reserve the right to suspend use of the Services provided to you, until such amounts are paid in full.

You may cancel any scheduled Care for a full refund up to 72 hours prior to the scheduled time. Cancellations within 72 hours of the scheduled Care incur a fee equal to 50% of the prepaid amount up to a maximum of $95.

8. Your Personal Information

Thank you for trusting us and sharing your information with us. Safeguarding your privacy and keeping your information secure are among our main priorities. We do not sell or rent your PII to third parties for their marketing purposes without your explicit consent unless otherwise

permitted, and we only use your information as described in our Privacy Policy and in accordance with our HIPAA Business Associate Agreements with Providers. Our Privacy Policy details how we may use, share and maintain your PII, which may include, without limitation, your name, address, and contact information; and current needs; billing information; and other information that is either requested by Be Seen or voluntarily provided. By submitting such information, you authorize Be Seen, its employees, agents and others operating on its behalf to use and/or disclose such information in accordance with our Privacy Policy. You authorize Be Seen to provide this information to your chosen Provider. You acknowledge and agree that such information will be reviewed and approved by you or someone authorized by you at the time of your scheduled Care to ensure its accuracy. Please review the Privacy Policy carefully, as your use of the Services constitutes your agreement to it.

9. Text Messaging

Program. The Be:Seen appointment texts program (the “SMS Program”) is operated by Be Seen Health Inc. It sends text messages to patients about their Be:Seen account and the appointments they book through the Services.

What we send. If you opt in, we may send you transactional text messages about your own account and bookings, including appointment confirmations, reminders, reschedule and cancellation notices, payment requests for care you booked, receipts, and replies to support requests you start. We do not send marketing or promotional text messages through the SMS Program.

How you opt in. You opt in by checking the optional text message consent box when you create a Be:Seen account on beseenhealth.com or in the Be:Seen app, or by turning on SMS Notifications in your Profile settings. The box is unchecked by default. Agreeing to receive text messages is not a condition of creating an account, booking an appointment or making any purchase.

How often. Message frequency varies, based on your appointments and account activity.

Cost. Message and data rates may apply.

Reply HELP for help. Reply STOP to opt out.

Opting out. You can cancel at any time by replying STOP. We will send one message confirming you are unsubscribed, and you will not receive further texts unless you opt in again by replying START or turning SMS Notifications back on.

Help and support. Reply HELP to any message, or contact us at support@beseenhealth.com.

Carriers. Carriers are not liable for any delayed or undelivered messages.

Not for emergencies. Text messages are not monitored for medical questions. In an emergency, call 911.

Privacy. Our Privacy Policy at https://beseenhealth.com/docs/be-seen-privacy-policy-2026-08-02.pdf explains how we handle your information. We do not share or sell your mobile number or text messaging opt-in data to third parties or affiliates for their marketing or promotional purposes.

10. Your Content

(a) Posting Content. Our Services may allow you to store or share content such as text (in posts or communications with others), files, documents, graphics, images, audio and video. Anything (other than Feedback) that you post or otherwise make available through the Services is referred to as "User Content". Be Seen does not claim any ownership rights in any User Content and nothing in these Terms will be deemed to restrict any rights that you may have to your User Content.

(b) Permissions to Your User Content. By making any User Content available through the Services you hereby grant to Be Seen a non-exclusive, transferable, worldwide, royalty-free license, with the right to sublicense, to use, copy, modify, create derivative works based upon, distribute, and publicly display your User Content in connection with sending messages, operating and providing the Services.

(c) Your Responsibility for User Content. You are solely responsible for all your User Content. You represent and warrant that you have (and will have) all rights that are necessary to grant us the license rights in your User Content under these Terms. You represent and warrant that neither your User Content, nor your use and provision of your User Content to be made available through the Services, nor any use of your User Content by Be Seen on or through the Services will infringe, misappropriate or violate a third party's intellectual property rights, or rights of publicity or privacy, or result in the violation of any applicable law or regulation.

(d) Removal of User Content. You can remove your User Content by specifically deleting it. You should know that in certain instances, some of your User Content (such as posts or comments you make) may not be completely removed and copies of your User Content may continue to exist on the Services. To the maximum extent permitted by law, we are not responsible or liable for the removal or deletion of (or the failure to remove or delete) any of your User Content.

(e) Be Seen's Intellectual Property. We may make available through the Services content that is subject to intellectual property rights. We retain all rights to that content.

11. Feedback

We appreciate feedback, comments, ideas, proposals and suggestions for improvements to the Services ("Feedback"). If you choose to submit Feedback, you agree that we are free to use it without any restriction or compensation to you.

12. Rights and Terms for Apps

(a) App License. If you comply with these Terms, Be Seen grants to you a limited non-exclusive, non-transferable license, with no right to sublicense, to download and install the mobile application ("App") on your personal computers, mobile handsets, tablets, and/or other devices and to run the App solely for your own personal non-commercial purposes. Except as expressly permitted in these Terms, you may not: (i) copy, modify or create derivative works based on the App; (ii) distribute, transfer, sublicense, lease, lend or rent the App to any third party; (iii) reverse engineer, decompile or disassemble the App (unless applicable law permits, despite this limitation); or (iv) make the functionality of the App available to multiple users through any means.

(b) Additional Information: Apple App Store. This section applies to any App that you acquire from the Apple App Store or use on an iOS device. Apple has no obligation to furnish any maintenance and support services with respect to the App. In the event of any failure of the App to conform to any applicable warranty, you may notify Apple, and Apple will refund the App purchase price to you (if applicable) and, to the maximum extent permitted by applicable law, Apple will have no other warranty obligation whatsoever with respect to the App. Apple is not responsible for addressing any claims by you or any third party relating to the App or your possession and use of it, including, but not limited to: (i) product liability claims; (ii) any claim that the App fails to conform to any applicable legal or regulatory requirement; and (iii) claims arising under consumer protection or similar legislation. Apple is not responsible for the investigation, defense, settlement and discharge of any third-party claim that your possession and use of the App infringe that third party's intellectual property rights. Apple and its subsidiaries, are third-party beneficiaries of these Terms, and upon your acceptance of the Terms, Apple will have the right (and will be deemed to have accepted the right) to enforce these Terms against you as a third-party beneficiary thereof. You represent and warrant that (i) you are not located in a country that is subject to a U.S. Government embargo, or that has been designated by the U.S. Government as a terrorist-supporting country; and (ii) you are not listed on any U.S. Government list of prohibited or restricted parties. You must also comply with any applicable third-party terms of service when using the App.

13. Termination

You agree that Be Seen, in its sole discretion may suspend or terminate your account (or any part thereof) or use of the Services and remove and discard any content within the Service for any reason, including, without limitation, for lack of use or if you or by someone using your

Credentials have violated or acted inconsistently with the letter or spirit of these Terms. Any suspected fraudulent, abusive, or illegal activity that may be grounds for termination of your use of Service may be referred to the appropriate law enforcement authorities. Be Seen may also in its sole discretion and at any time discontinue providing the Services, or any part thereof, with or without notice and Be Seen may immediately deactivate or delete your Member account and all related information and files in your account and/or bar any further access to such files or the Services. Further, you agree that Be Seen will not be liable to you or any third party for any termination or deletion of your information or Membership access to the Services.

14. Choice of Law; Arbitration Clause and Class Action Waiver – Important – Please Review as This Affects Your Legal Rights

One of our main goals is to provide outstanding customer service and our hope is for our customer service to solve any disagreements that might arise in the use of our Services. In the case that we are not able to solve our differences via our customer service, the resolution process will take place according to this section. This Agreement shall be deemed to have been entered into and shall be construed and enforced in accordance with the laws of the State of California as applied to contracts made and to be performed entirely within California, without giving effect to the state's conflicts of law statute. YOU AGREE THAT ALL DISPUTES BETWEEN YOU AND US (WHETHER OR NOT SUCH DISPUTE INVOLVES A THIRD PARTY) WITH REGARD TO YOUR RELATIONSHIP WITH US, INCLUDING WITHOUT LIMITATION DISPUTES RELATED TO THIS AGREEMENT, YOUR USE OF THE SERVICES, AND/OR RIGHTS OF PRIVACY AND/OR PUBLICITY, WILL BE RESOLVED BY BINDING, INDIVIDUAL ARBITRATION UNDER THE AMERICAN ARBITRATION ASSOCIATION'S RULES FOR ARBITRATION OF CONSUMER-RELATED DISPUTES AND YOU AND WE HEREBY EXPRESSLY WAIVE TRIAL BY JURY. Neither you nor we will participate in a class action or class-wide arbitration for any claims covered by this Agreement to arbitrate. YOU ARE WAIVING THE ABILITY TO PARTICIPATE AS A CLASS REPRESENTATIVE OR CLASS MEMBER ON ANY CLASS CLAIM YOU MAY HAVE AGAINST US INCLUDING ANY RIGHT TO CLASS ARBITRATION OR ANY CONSOLIDATION OF INDIVIDUAL ARBITRATIONS. You also agree not to participate in claims brought in a private attorney general or representative capacity, or consolidated claims involving another person's account, if we are a party to the proceeding. This dispute resolution provision will be governed by the Federal Arbitration Act and not by any state law concerning arbitration. Judgment on the award rendered by the arbitrator may be entered in any court having competent jurisdiction. Any provision of applicable law notwithstanding, the arbitrator will not have authority to award damages, remedies or awards that conflict with these Terms.

15. Limitation of Claims

No action arising under or in connection with this Agreement, regardless of form, may be brought by you more than one (1) year after the cause of actions arose; Actions brought thereafter are forever barred.

TO THE MAXIMUM EXTENT PERMITTED BY LAW, BE SEEN WILL NOT BE LIABLE FOR ANY INCIDENTAL, SPECIAL, EXEMPLARY OR CONSEQUENTIAL DAMAGES, OR DAMAGES FOR LOST PROFITS, LOST REVENUES, LOST SAVINGS, LOST BUSINESS OPPORTUNITY, LOSS OF DATA OR GOODWILL, SERVICE INTERRUPTION, COMPUTER DAMAGE OR SYSTEM FAILURE OR THE COST OF SUBSTITUTE SERVICES OF ANY KIND ARISING OUT OF OR IN CONNECTION WITH THESE TERMS OR FROM THE USE OF OR INABILITY TO USE THE SERVICES, WHETHER BASED ON WARRANTY, CONTRACT, TORT (INCLUDING NEGLIGENCE), PRODUCT LIABILITY OR ANY OTHER LEGAL THEORY, AND WHETHER OR NOT BE SEEN HAS BEEN INFORMED OF THE POSSIBILITY OF SUCH DAMAGE, EVEN IF A LIMITED REMEDY SET FORTH HEREIN IS FOUND TO HAVE FAILED OF ITS ESSENTIAL PURPOSE.

TO THE MAXIMUM EXTENT PERMITTED BY THE LAW OF THE APPLICABLE JURISDICTION, IN NO EVENT WILL BE SEEN'S TOTAL LIABILITY ARISING OUT OF OR IN CONNECTION WITH THESE TERMS OR FROM THE USE OF OR INABILITY TO USE THE SERVICES EXCEED ONE HUNDRED DOLLARS ($100).

16. Indemnification and Release

You agree to release, indemnify, defend, and hold Be Seen and its employees, contractors, officers, directors, agents and affiliates (collectively, "Indemnitees") harmless from any form any and all losses, damages, liabilities, fines, fees, penalties, costs, expenses, including reasonable attorneys' fees, arising out of or related to any allegations, rights, claims, actions of any kind arising out of or related to: (i) injury (including death) or damage to property caused by your or your agents' action or inaction; (ii) your use of the Services, (iii) any User Information or any other information or materials you supply directly or indirectly, (iv) your connection to the Services, (v) your violation of these Terms, (vi) your violations of any right of another. If you are a California resident, you waive California Civil Code Section 1542, which says: "A general release does not extend to claims which the creditor does not know or suspect to exist in his favor at the time of executing the release, which if known by him must have materially affected his settlement with the debtor." If you are a resident of another jurisdiction, you waive any comparable statute or doctrine. ANY OBLIGATION TO INDEMNIFY AN INDEMNITEE FOR ANY LOSS, LIABILITY, OR EXPENSE ARISING FROM ANY NEGLIGENT, GROSSLY NEGLIGENT, RECKLESS, WILLFUL, FRAUDULENT OR INTENTIONAL CONDUCT COMMITTED BY ANY INDEMNITEE MAY NOT BE ENFORCEABLE AGAINST ANY USER OF THE SERVICES TO THE EXTENT APPLICABLE LAW SO REQUIRES, SUCH AS FROM CERTAIN JURISDICTIONS (SUCH AS FROM NEW JERSEY).

17. Headings

The headings of the sections of this Agreement are for convenience only, do not form a part of hereof, and in no way limit, define, describe, modify, interpret or construe the meaning, scope or intent of this Agreement or any terms or conditions therein.

18. Severability

In the event that any one or more of the provisions of these Terms shall for any reason be held to be invalid, illegal or unenforceable, the remaining provisions of this Agreement shall be unimpaired. Further, the invalid, illegal or unenforceable provision shall be replaced by a provision that comes closest to the intention of the parties that underlie the invalid, illegal or unenforceable provision, except to the extent no such provision is valid, legal and enforceable, in which case such invalid, illegal or unenforceable provision shall be limited or eliminated to the minimum extent necessary so that the other provisions of this Agreement remain in full force and effect and enforceable.

19. Assignment

We may assign this contract at any time, including without limitation, to any parent, subsidiary, or any affiliated company, or as part of the sale to, merger with, or other transfer of our company to another entity. You may not assign, transfer or sublicense this Agreement to anyone else and any attempt to do so in violation of this section shall be null and void.

20. Updates and Changes to these Terms

The effective date of these Terms is set forth at the top of this webpage. We will notify you of any material change by posting notice at the top of this webpage and updating the effective date. If you are a Member, we may also send a notice to the email address associated with your account. Your continued use of the Services after the new effective date constitutes your acceptance of the amended Terms. We encourage you to periodically review this page for the latest information on any of the Services. IF YOU DO NOT AGREE TO FUTURE CHANGES TO THESE TERMS, YOU MUST STOP USING THE SERVICES AFTER THE EFFECTIVE DATE OF SUCH CHANGES.