

Terms & Conditions of Use Virtually Better, Inc.

Last Modified: March 6, 2023

Welcome to Virtually Better, Inc. ("**VBI**"), a technology company offering a variety of products including software solutions for virtual reality, multi-sensory, or mobile platform deployment to support behavioral healthcare interventions. Such electronic programs and products being offered through the Site are collectively referred to here as the "**Services**". VBI offers this website ("**Website**" or the "**Site**") along with various software solutions that are available via mobile applications on a phone, tablet or other device. These Terms of Use apply to your use of the Website and the Services offered through the Site.

Please read the following carefully. This is a legally binding agreement between you or others who use Website and/or our Services. These Terms of Use together with all amendments, addenda, and licenses, and collectively with all VBI rules and policies (including the VBI Privacy Policy) constitute the "**Agreement**" between you and us addressing your access to and use of the Services.

By accessing or using the Services, you agree that you have read the Agreement and that you understand and agree to be bound by the Agreement. Your use or access to the Services indicates your acceptance of this Agreement. If you are accessing or using Services on behalf of any business, organization, or other entity of any kind, you represent and warrant that you are authorized to (a) accept these terms on its behalf and (b) bind such business, organization, or entity to this Agreement.

Virtually Better, Inc. does not engage in the practice of any health or behavioral healthcare profession and its offer of Services is not intended to or constitute the practice of any healthcare profession. VBI and its Services are electronic tools used by licensed providers to assess and treat their patients pursuant to the exercise of the provider's independent professional judgment.

VBI IS NOT TO BE USED FOR HEALTH EMERGENCIES. VBI DISCLAIMS ALL LIABILITY FOR USE OF VBI IN CONNECTION WITH SUCH EMERGENCIES. IF YOU ARE A PATIENT, PLEASE CONTACT YOUR MEDICAL OR BEHAVIORAL HEALTHCARE PROVIDER IMMEDIATELY.

Definitions

"**VBI**" means Virtually Better, Inc., the company that offers the technological and educational Services and Products made available on the Site.

"**Services**" means (1) all of the features and functionality of VBI's proprietary software solutions for virtual reality, multi-sensory, or mobile platform tools (referred to collectively as the "**Products**"), (2) all of the content accessible through the Site, whether accessible online wirelessly or electronically or offline after, e.g., downloading and printing, and (3) all Services provided by or otherwise made available to you through the Site.

"**User**" (or "**you**" or "**your**") means the individual or entity who accesses and uses our Services or Products. As a User, you may be any of (1) an organization or entity authorized to use Services ("**Entity User**"), or (2) the individual researcher, educator, licensed practitioner or other person using the Services in the performance of their training, education, research or healthcare duties (whether or not such persons are affiliated with any organization) (an "**Authorized User**"), or (3) the individual patient or research subject as the context provides (the "**End User**").

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“**Personal Information**” refers to any User information collected or available within our software applications, on our website for your customer profile, or that you input into software applications to assist in identifying specific individuals with whom you utilize our Products.

Scope of Terms of Use

By using Services and Products, you are entering into an agreement with us to be bound by the then-current version of the Agreement, including these Terms of Use. You are also bound by all applicable laws.

The Agreement is the entire agreement between you and us relating to your use of VBI Products and Services. We have the right to revise the Agreement at any time, including for example any rules or postings on the Site related to using specific features of Services and Products, and such revisions shall be effective when we post them on the Site.

Representations and Warranties

User Representations and Warranties. As a User, you represent and warrant that:

- (1) If you use the Service as an Authorized User in the performance of behavioral health services, then you are licensed as a healthcare provider appropriate for your use, if you are an Entity User, you are authorized to accept the Agreement and will supervise and be responsible for the acts of your workforce members with respect to their use of the Products and Services;
- (2) You are properly trained on the use of the Services;
- (3) You will use the Services consistent with all documentation and in the manner they were intended; and
- (4) If you are a Covered Entity under HIPAA, you will not use or disclose Protected Health Information as defined by HIPAA as part of your use of the Service in a manner inconsistent with HIPAA or other applicable personal information data law.

User Covenants. As a User, you covenant that, with regard to your use of the Service, that:

- (1) You will input accurate information about yourself. If you discover any inaccurate information in Products or Services regarding, you agree to take all reasonable steps necessary to correct such inaccurate information;
- (2) You are responsible for your use of Products and Services. VBI is not responsible if you don't use Products and Services as instructed or according to these Terms of Use or other VBI documentation; and
- (3) If you experience any serious problem or need immediate medical assistance while using our Products, you shall immediately stop using our Products and take steps to seek treatment or emergency help.

License Grant

Subject to the terms of the Agreement, VBI grants you a limited, non-transferable, non-assignable, non-sublicensable, non-exclusive, personal, and revocable license to access and use the Site, Products, and Services solely as described in these Terms of Use. No license is granted to any third party and you have no right to make available to anyone (other than those you directly supervise) access to the Site, Products or Services. You have no right or license to use the Site, Product, or Services for the benefit of another, except as outlined above.

Product and Service

Reference to any Product or Service on our Site does not constitute an offer to sell or supply that product or service and does not mean that the product or service is available. PRICES AND AVAILABILITY OF THE PRODUCTS

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AND SERVICES IDENTIFIED ON THE SITE ARE SUBJECT TO CHANGE WITHOUT NOTICE. The listing, description of, or reference to, a product or service on Site does not imply that we endorse that product or service or that the owner of such product or service endorses VBI.

Ownership of Materials and Use Restrictions of VBI Products and Services (except OCGO)

VBI is, unless otherwise stated, the owner of all copyright, trademark, patent, trade secret, database and other proprietary rights in and to the Products and Services, including without limitation, the Site. Without limitation of the foregoing, we assert ownership of a copyright on VBI Products, including without limitation, the Site, as a collective work and/or compilation, and in the selection, co-ordination and arrangement of the information and content on our Website and in our Products and Services. You may not publish, distribute, extract, re-utilize, or reproduce any part of our Products or Services in any material form (including photocopying or storing it in any medium by electronic means) other than in accordance with the limited use license set out in these Terms of Use or as permitted by the United States Copyright Act. Except as expressly provided in these Terms of Use and the copyright notice, we grant no rights to you under any patents, copyrights, trademarks, trade secrets or any other proprietary rights. Notwithstanding the foregoing, VBI does not own the original Personal Information that Users input into VBI products.

Except as expressly permitted in these Terms of Use, you may not modify or copy in any way any content you obtain from VBI, including without limitation, the Site; distribute or transmit such content to any third party for commercial purposes; frame, scrape, or otherwise display any of the content of VBI on your own or any other website; use such content in any way that is competitive with VBI or that disparages VBI; mass distribute such content through electronic or other means; or make any unauthorized use of such content. Such modification, distribution, transmission, display, or use shall constitute a material breach of these Terms of Use and infringe VBI's copyrights, patents, trademarks, trade secrets, or other intellectual property rights owned by or licensed to VBI. You may not decompile, reverse engineer or reverse assemble any portion of VBI or the underlying software. If you download or print any content of our Products, you agree to maintain any and all patent, copyright, trademark notices and other notices or statements of proprietary rights appearing on such content and not to remove, obliterate or cancel from view any such notices or statements. VBI has no right or authority to authorize you to access, use, download, print, copy, modify, display, distribute, or transmit any content of any other website that you may access from VBI, except the OC-GO website, which is a subsidiary Product and Service of VBI.

You have no right or license to use Products or Services for the benefit of another in an external service bureau or time-sharing arrangement or otherwise with a user not licensed by VBI, unless you are the directly supervised by the licensed User. **Under limited circumstances, VBI may permit you to create and upload text, information and content. You represent and warrant that you have the legal right to such text, information and content and that none of the text, information and content violates the copyright, patent, trademark, trade secret and/or other intellectual property of any other party.** VBI reserves the right to remove any text, information or content uploaded by you that it determines infringes on any third party's copyrights, trademarks, trade secrets, or other intellectual property rights, or that VBI otherwise determines is inappropriate.

In connection with your access to and use of Products and Services, you may not access or use any password-protected, secure, or non-public areas of the Site, except as specifically authorized in writing by VBI; impersonate or misrepresent your affiliation with any person or entity; use any automated means to access or use VBI, including scripts, bots, scrapers, data miners, or similar software; attempt to or actually disrupt, impair, interfere with, alter, or modify VBI, or any information, data, or materials posted or displayed by VBI; access data on the Site not

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intended for you; or attempt to probe, scan, or test the vulnerability of the Site or breach any implemented security or authentication measures, regardless of your motives or intent.

Links to or from VBI

You may not create a link from your website or any other Internet location to the Site without the express written permission of VBI. If VBI grants you permission to link to the Site, VBI reserves the right to revoke such permission at any time. If such permission is revoked, you agree that your failure to sever such link immediately will cause VBI immediate and irreparable injury.

Any links to other websites or Internet locations from VBI have been provided for your convenience only. VBI may at its discretion provide link-throughs to the websites of other entities with whom you may have relationships. VBI does not endorse, sponsor, or approve any of the content of any websites or locations to which VBI links. VBI has no control over any of the websites or other Internet locations that you may access through VBI, or from which you access VBI, and is not responsible for the content or accuracy of the content of any such websites or locations. If you access any other website or Internet locations through VBI, you do so at your own risk.

Confidential Information

Except for Personal Information you provide to us as part of your use of the Service, VBI does not solicit nor do we wish to receive any personal, confidential, secret or proprietary information or other material from you. Unless otherwise expressly agreed in writing prior to your submission to us or as set forth in this Agreement or the VBI Privacy Policy, any comments, feedback, information or other material submitted or sent to us will be deemed not to be confidential or secret. By submitting or sending comments, feedback, information or other material to us you represent and warrant that the information and material is original to you and that no other party has any rights to the information or material. We shall have the unrestricted, worldwide right to use, reproduce, modify, adapt, publish, translate, create derivative works from, distribute, perform and display any such information and material (in whole or part) worldwide and/or to incorporate it in other works in any form, media, or technology, now known or later developed. You also represent and warrant that any "moral rights" in posted information and materials have been waived. Please see VBI's Privacy Policy for more information on how VBI uses your Personal Information.

Trademarks

All brand, Products and Services names related to VBI and VBI are the trademarks, trade names or service marks of VBI, unless otherwise stated. You may not distribute products or offer services under or by reference to or otherwise use or reproduce any such trademarks, trade names or service marks, or use any meta tags or any other "hidden text" utilizing any such trademarks, trade names or service marks, without the express prior written permission of VBI or the owner of such trademarks, trade names or service marks.

Registration and Security

You must register on the Site to use our Products and Services. By entering any information on Site or into our Products, you represent and warrant that: (i) you are at least the age of majority or that you are using our Site, Products, and Services with the consent and general supervision of your parent or legal guardian; (ii) you are using your actual identity; (iii) you have provided only true, accurate, current and complete information; and (iv) you will maintain and promptly update the information that you provide to keep it true, accurate, current and complete. Additionally, you agree to maintain the strict confidentiality of your account and any passwords issued to you for your use of or access to Site or any portion thereof, and you agree not to allow any other entity to

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use any username(s) or password(s) that are issued to you. You shall be responsible for all activity that occurs under your account or password. We cannot and will not be liable for any loss or damage arising from your failure to comply with these obligations. If you wish to cancel a username or password, or if you become aware of any loss, theft or unauthorized use of a username or password, please notify us immediately. We reserve the right to delete or change any username or password at any time and for any reason.

Modification of VBI Products and Services

We reserve complete and sole discretion with respect to the operation of VBI and our Products and Services. We reserve the right, for any reason, in our sole discretion, to terminate, change, suspend or discontinue any aspect of Products and Services, including, but not limited to, content, features or hours of availability. We may also impose limits on certain features of Products and Services or restrict your access to part or all of Products and Services without notice or penalty. We may suspend or terminate your account or your use of Products and Services at any time, for any reason or for no reason at all.

Use Outside the United States

VBI makes no representation or warranty that the content of Products and Services is appropriate, lawful, or available for use in countries other than the United States. If you use VBI, including without limitation, the Site, you are responsible for compliance with all applicable laws.

Disclaimer of Warranties and Liability

VBI PRODUCTS AND SERVICES ARE PROVIDED ON AN "AS IS" AND "AS AVAILABLE" BASIS. TO THE FULLEST EXTENT PERMITTED BY LAW, VBI DISCLAIMS ALL WARRANTIES, EXPRESS, IMPLIED, OR STATUTORY, INCLUDING BUT NOT LIMITED TO ALL WARRANTIES OF MERCHANTABILITY, FITNESS FOR A PARTICULAR PURPOSE, TITLE, NON-INFRINGEMENT, AND ALL WARRANTIES ARISING BY COURSE OF DEALING OR CUSTOM OF TRADE. YOU EXPRESSLY AGREE THAT USE OF PRODUCTS AND SERVICES IS AT YOUR SOLE RISK AND YOU ASSUME FULL RESPONSIBILITY FOR ALL COSTS ASSOCIATED WITH ALL NECESSARY SERVICING OR REPAIRS OF ANY EQUIPMENT YOU USE IN CONNECTION WITH YOUR USE OF PRODUCTS. NEITHER VBI NOR ANY OF ITS AFFILIATES REPRESENTS OR WARRANTS THAT VBI WILL BE UNINTERRUPTED OR ERROR-FREE, THAT DEFECTS, IF ANY, WILL BE CORRECTED, OR THAT PRODUCTS AND SERVICES ARE FREE OF VIRUSES OR OTHER HARMFUL COMPONENTS, NOR DOES VBI OR ITS PARTNERS MAKE ANY REPRESENTATIONS OR WARRANTIES ABOUT THE ACCURACY, RELIABILITY, CURRENCY, QUALITY, PERFORMANCE OR SUITABILITY OF PRODUCTS. IN THE EVENT OF ANY PROBLEM WITH THE SITE, PRODUCTS OR SERVICES, YOU AGREE THAT YOUR SOLE REMEDY IS TO CEASE USING VBI.

You acknowledge that data entry and conversion is subject to human and machine errors, omissions, delays, and losses, including inadvertent loss or corruption of data or damage to media, that may give rise to loss or damage. You agree VBI will not be liable for any such errors, omissions, delays, or losses, unless caused by VBI's gross negligence or willful misconduct. You are responsible for adopting reasonable measures to limit the impact of such problems, including backing up data, and adopting procedures to ensure the accuracy of input data; examining and confirming results prior to use of data; and adopting procedures to identify and correct errors and omissions and reconstruct data. You are also responsible for complying with all local, state, and federal laws pertaining to the use and disclosure of any data.

VBI expressly disclaims any responsibility or liability for, and you agree VBI will not be responsible or liable for: (A) Errors in data or data entry, whether caused by you or the hardware or communications medium used for data entry; (B) Errors in dating or filing data caused by you or the hardware or communications medium used for data

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entry; (C) Errors in therapeutic conclusions or interventional instructions provided by Users relying on erroneous data or data entry; (D) Malfunction or loss of use of any hardware; (E) Loss or degradation of communications between you and VBI or a VBI service provider for any reason not within control of the VBI; (F) Injury to anyone associated with use of any hardware used for data or voice communication with Products or Services; (G) Failure by you to correct erroneous data or to comply with proper instructions; (H) Errors resulting from unauthorized access to Products or Services or associated data; and (I) Any damage or injury to anyone directly or indirectly resulting from use of or communication with VBI or Products or Services where the proximate cause of such damage or injury is not within the control of VBI.

Limitation of Liability

TO THE FULLEST EXTENT PERMITTED BY LAW, THE SOLE REMEDY FOR ANY CLAIM FOR DAMAGES ARISING OUT OF OR RELATED TO PRODUCTS OR SERVICES, INCLUDING WITHOUT LIMITATION, THE SITE, ANY SERVICE, OR ANY PRODUCT OR SERVICE ACQUIRED THROUGH VBI SHALL BE LIMITED TO A REFUND OF ANY AMOUNT YOU PAID FOR SUCH PRODUCT OR SERVICE. UNDER NO CIRCUMSTANCES SHALL VBI, OR ANY OF ITS OR THEIR RESPECTIVE OFFICERS, DIRECTORS, SHAREHOLDERS, EMPLOYEES, AGENTS OR REPRESENTATIVES, OR ANY OTHER PARTY INVOLVED IN CREATING, PRODUCING, TRANSMITTING OR DISTRIBUTING THE PRODUCTS AND SERVICES OR ANY PART THEREOF, BE LIABLE FOR ANY PUNITIVE, EXEMPLARY, CONSEQUENTIAL, INCIDENTAL, INDIRECT OR SPECIAL DAMAGES, INCLUDING LOST OR CORRUPTED DATA OR LOST PROFITS OR OTHER ECONOMIC DAMAGES, ARISING FROM OR IN CONNECTION WITH VBI OR ANY PRODUCTS OR SERVICES MADE AVAILABLE OR LISTED ON IT, WHETHER UNDER A THEORY OF BREACH OF CONTRACT, NEGLIGENCE, STRICT LIABILITY OR OTHERWISE, EVEN IF SUCH PARTY HAS BEEN ADVISED OF THE POSSIBILITY OF SUCH DAMAGES. SOME STATES AND/OR JURISDICTIONS DO NOT ALLOW THE EXCLUSION OR LIMITATION OF INCIDENTAL OR CONSEQUENTIAL DAMAGES, SO THE ABOVE EXCLUSION MAY NOT APPLY TO YOU. IN THE EVENT THE FOREGOING LIMITATION OF LIABILITY IS HELD TO BE UNENFORCEABLE FOR ANY REASON, THEN OUR MAXIMUM LIABILITY FOR ANY OF THE FOREGOING TYPES OF DAMAGES SHALL BE LIMITED TO THE AMOUNT THAT VBI RECEIVED FROM YOU FOR THE TRANSACTION THAT GAVE RISE TO THE CLAIM. THE LIMITATIONS IN THIS PROVISION SHALL APPLY NOTWITHSTANDING THE FAILURE OF THE ESSENTIAL PURPOSE OF ANY LIMITED REMEDY.

Indemnification

You agree to indemnify, defend, and hold harmless VBI and its directors, officers, employees, agents and representatives from and against any and all third party claims, demands, lawsuits, disbursements of counsel and court costs), judgments, settlements, and penalties of every kind arising from: (i) your use of Products, the Site, or the Services or content or of any data provided in connection therewith in violation of the Agreement, including these Terms of Use, by you or any of your owners and affiliates their respective owners, partners, employees, agents or contractors (the "**User Parties**"); (ii) any claim that Products as modified or altered by the User Parties, or the use by VBI of any data submitted by you, infringes the patent, copyright or other intellectual property right, or misappropriates the trade secrets, of any third party; (iii) any inaccurate or incomplete data, or any virus, worms, spyware, back door, Trojan horse or other malicious code transmitted by you; (iv) any breach of the Agreement, including these Terms of Use by you; and (v) any violation of applicable laws, rules or regulations by you.

Term and Termination

Your obligations under the Agreement shall continue for as long as you access or use Products or Services or use or maintain any of the content of VBI or copies thereof. You may terminate your obligations at any time by discontinuing your use of VBI and by destroying all content obtained from it, and all copies thereof. However,

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your termination of the Agreement does not relieve you from liability resulting from your failure to comply with the obligations of the Agreement before such termination, and VBI reserves the right to enforce such pre-termination obligations before or after you terminate the Agreement. VBI reserves the right, in its sole discretion, to terminate your access to or use of Products or Services, including the Site and the Services, and any related services or any portion thereof at any time and for any reason, including, without limitation, breach of the Agreement.

Force Majeure

Neither party to the Agreement shall be liable to the other under the Agreement or otherwise for performance that is prevented by a cause outside the control of the party, including without limitation, natural disaster, war, riot, labor disturbance, or failure of publicly available channels of communication.

Dispute Resolution

All disputes arising out of or relating to the Agreement must be brought in federal or state court in Fulton County, Georgia, and you consent to personal jurisdiction and venue in such court.

Applicable Law

The Agreement is governed by and will be construed in accordance with the laws of the United States and the State of Georgia, without regard to conflicts of laws principles.

Severability

If any provision or part of a provision of the Agreement is contrary to law or otherwise deemed unenforceable, the remaining part of the provision and the remaining provisions of the Agreement will remain in effect.

Notices

All formal notices to us shall be sent to our Privacy Officer at contracts+privacyofficer@virtuallybetter.com or by US Mail at Privacy Officer, 235 E Ponce de Leon Ave, Suite 200, Decatur, Georgia 30030. All notices to you shall be sent to the email address that you provide when you register. Any notice provided under the Agreement shall be deemed given one business day after the email is sent. If you do not register, or register with inaccurate information, you hereby waive any right to notice for any purpose related to the Agreement or VBI. Any action or claim against us must be brought within one year following the date on which the claim first accrued or shall be deemed forever waived.

Assignment

You may not assign, by operation of law or otherwise, any rights or delegate any duties under the Agreement to any third party without prior written consent by VBI. Any purported assignment lacking such consent will be void at its inception. VBI may assign all or part of its rights and/or delegate all or part of its duties under the Agreement to any party, at any time, and in its sole discretion, upon notice of assignment by posting such notice on the Site or through our Products or Services.

Modifications

March 6, 2023 – Reviewed and updated Mailing Address.