



## GOFORWARD TERMS OF USE

Last Updated: 10/19/2023

THIS AGREEMENT CONTAINS PROVISIONS THAT LIMIT OUR LIABILITY TO YOU AND REQUIRE YOU TO RESOLVE ANY DISPUTE WITH US THROUGH FINAL AND BINDING ARBITRATION ON AN INDIVIDUAL BASIS, AND NOT BY A LAWSUIT OR RESORT TO COURT PROCESS; SEE THE SECTIONS ENTITLED “LIMITATIONS OF LIABILITY” AND “BINDING ARBITRATION/CLASS WAIVER” FOR DETAILS.

GoForward Inc. (“**GoForward**,” “**we**,” “**us**,” “**our**”) owns and operates the GoForward website located at <https://www.goforward.com> (<https://www.goforward.com>) (the “**Website**”) the GoForward mobile application (the “**Application**” and, together with the Website and any other websites, applications or other technology platforms which GoForward may operate from time to time, the “**Platform**”). These GoForward Terms Use (“**Terms of Use**”) govern your access to and use of the Platform and anything associated with it, including its content (“**Content**”), any products, services, or communications provided by GoForward, and any affiliated website, software or application owned or operated by GoForward (collectively, including the Platform and the Content, the “**Service**”).

Please read these Terms of Use carefully before using the Service. In these Terms of Use, the terms “**you**” and “**yours**” refer to the person using and/or accessing the Service.

**IF YOU HAVE A MEDICAL EMERGENCY, IMMEDIATELY CALL YOUR DOCTOR OR DIAL 911.**

**THE SERVICE MIGHT NOT BE APPROPRIATE FOR ALL MEDICAL CONDITIONS OR CONCERNS.**

**THESE TERMS OF USE ARE SUBJECT TO CHANGE AS PROVIDED HEREIN.**

## Acceptance of Terms of Use

Your access to and use of the Service is subject to these Terms of Use, the GoForward Privacy Statement, as well as all applicable laws and regulations. By accessing or using the Service you agree to be bound by these Terms of Use. If you do not accept and agree to be bound by any of these Terms of Use, you are not authorized to access or otherwise use the Service or any information or Content provided through the Service.

## Changes to the Service and these Terms of Use

The Service is continually under development, and GoForward reserves the right to revise or remove any part of these Terms of Use in its sole discretion at any time and without prior notice to you. Any changes to these Terms of Use are effective upon posting updated Terms of Use to the Platform. Unless otherwise indicated, any new Content added to the Service is also subject to these Terms of Use upon posting to the Platform. If you disagree with these Terms of Use, your sole remedy is to discontinue your use of the Service. Your continued use after a change to these Terms of Use has been posted constitutes your acceptance of the Terms of Use as modified by such changes unless applicable law requires us to provide additional notice or take other actions before such changes can become effective.

## Your Relationship with GoForward

GoForward is a technology company that makes available to individuals who register as users of the Service (“**Users**”) certain products and services designed for use in assessing certain aspects of their health, obtaining generally applicable information about diseases and health and wellness. GoForward also provides certain technological and other administrative support for Clara Medical Group, P.C., Innovative Medical Group FL, PLLC, Innovative Medical Group NY, PLLC, Innovative Medical Group NJ, LLC and any other professional entities affiliated with the “**Forward**” healthcare offering (together with their successors and assigns, the “**Medical Group**”), which employ or contract with physicians and allied health professionals (“**Providers**”). To the extent you become a patient of the Medical Group or, in the Medical Group’s sole discretion, access limited aspects of the Medical Group’s services for purposes of demonstrating such services to you, GoForward will provide you with technological and administrative services (such as access to your medical information) associated with that relationship and otherwise assist with tracking and managing Users’ health and wellness and facilitating relationships with their healthcare providers on behalf of Medical Group.

By accepting these Terms of Use, you acknowledge and agree that GoForward is not a healthcare provider and that by using the Service, you are not entering into a doctor-patient or other health care provider-patient relationship with GoForward. GoForward acts as a technology platform to provide you with products and services offered through the Service, including, at your option, connecting you with the Medical Group and the Providers. By using certain aspects of the Service, you may, however, need to enter into a doctor-patient or other health care provider-patient relationship with the Medical Group and/or one or more Providers. Before you use or access such aspects of the Service, the Medical Group will provide you with

various notices and require you to agree to the terms and policies therein. We do not control or interfere with the practice of medicine by the Medical Group or any Providers, each of whom is solely responsible for the medical care and treatment he or she provides to you.

By accepting these Terms of Use, you understand that, to the extent you establish a relationship with the Medical Group, the Medical Group and/or Providers may send you messages, reports, and emails via the Service regarding your diagnosis and/or treatment. GoForward may also send you messages, reports, and emails via the Service that are not medical advice but are instead related to general health and wellness or technical support matters. You further understand and agree that it is your responsibility to monitor and respond to these messages, reports, and emails and that neither GoForward nor the Medical Group or any Provider will be responsible in any way and you will not hold GoForward, the Medical Group, or any Provider liable for any loss, injury, or claims of any kind resulting from your failure to read or respond to these messages, or for your failure to comply with any treatment recommendations or instructions from the Medical Group or your Provider(s).

While you are not establishing a doctor-patient or other health care provider-patient relationship with GoForward, by using the Service, you are establishing a direct relationship with GoForward to use the products and services made available through the Service. In connection with such relationship, you may provide to us, or cause to be provided to us on your behalf, personal information, including health information, that is subject to use by us in accordance with our Privacy Statement. Please refer to the "Privacy Statement" section below, and the separate notice titled the "GoForward Privacy Statement," for additional information.

## Limited Use and Availability

In order to use the Services and the Platform, you must be at least eighteen (18) years of age. We may ask you for identification or other information to verify your age and identity. We reserve the right to refuse to provide Services and/or access to the Platform to you if you are unwilling to provide such identification or information.

In some cases, the Service may not be the most appropriate way for you to assess and/or address certain aspects of your health, or seek medical care and/or treatment from a healthcare provider. For example, GoForward may not have relationships with Providers in your state, and may thus notify you that you should seek out a Provider on your own in that state. As another example, certain medical conditions may require an in-person procedure or a healthcare provider other than your Provider, or your Provider may determine that your diagnosis and/or treatment require an in-person office visit or are otherwise not appropriately addressed through use of the Service. In such a case, you may receive notification that you will be unable to use the Service for the particular issue you submitted and providing additional information regarding next steps.

## Consent to Use of Telehealth Services

Telehealth involves the delivery of healthcare services using electronic communications, information technology or other means between parties who are not in the same physical location. While the provision of health care services using telehealth may offer certain potential benefits, there are also potential risks associated with the use of telehealth. In order to use certain aspects of the Service, you will be required to review and agree to a member agreement, which includes an informed consent to telehealth services (the

“**Member Agreement**”), which will be provided to you by the Medical Group. You agree and acknowledge that GoForward is a third-party beneficiary of the Member Agreement and has the right to enforce it against you.

## Duty to Provide Information, Access, and Connectivity

You are responsible for providing and maintaining, at your own risk, option and expense, appropriate software and hardware capabilities (consistent with any technical, quality or other requirements described in the Service) to enable use of the Service. You also have a duty to provide truthful, accurate and complete information in any forms or other communications you submit to or through the Service. GoForward reserves the right to change the access configuration, including any software, hardware or other requirements of the Service at any time without prior notice.

## Privacy Statement and sharing with the Medical Group.

GoForward understands the importance of confidentiality and privacy regarding your information. Please see the GoForward Privacy Statement (<https://goforward.com/privacy>) (“**Privacy Statement**”) for a description of how we may collect, use and disclose your personal information.

## Registration; User Accounts, Passwords, and Security

Registration is not required to access the Website. However, you are obligated to register and set up an account in the Application in order to access the Service provided via the Application, which is available only to Users who have registered and have created accounts with usernames and passwords. You agree to accurately maintain and update any information about yourself that you have provided to GoForward and/or the Medical Group or its Providers, including your contact information. If you do not keep such information current, or fail to submit truthful, accurate and complete information, or GoForward has reasonable grounds to suspect as much,

GoForward has the right to suspend or terminate your account and your use of the Service. You also agree to immediately notify GoForward of any unauthorized use of your username, password or any other breach of security that you become aware of involving or relating to the Service by emailing GoForward at [info@goforward.com (mailto:info@goforward.com)]. It is your responsibility to secure and prevent unauthorized physical access to your computer, phone and other devices, and to protect the confidentiality of your username and password. You are solely responsible for all activities that occur through your user account, whether authorized or not. GoForward explicitly disclaims liability for any and all losses and damages arising from your failure to comply with this section. You may not use anyone else's account at any time.

You must exercise caution, good sense, and sound judgment in using the Service. You are prohibited from violating, or attempting to violate, the security of the Service. Any such violations may result in criminal and/or civil penalties against you. GoForward may investigate any alleged or suspected violations and if a criminal violation is suspected, GoForward will cooperate with law enforcement agencies in their investigations.

## Your Submissions and Feedback

The Service may allow you to upload, store and share content, whether by direct entry, submission, email or otherwise, including questions, comments, forum communications, or other data or information (collectively, "**Submissions**"). Subject to the licenses you grant below, as between you and GoForward, you retain all rights in and to your Submissions.

You hereby grant GoForward a worldwide, royalty-free, non-exclusive, transferable, perpetual, and irrevocable license to (subject to the limitations on protected health information ("**PHI**"), as defined by the Health Insurance Portability and Accountability Act of 1996, Public Law 104-191, and its related

regulations and amendments from time to time (collectively, “**HIPAA**”) or other information protected by federal or state laws and regulations) use, distribute, transmit, reproduce, modify, publish, translate, publicly perform and display and create derivative works of your Submissions in connection with your use of the Service and any other purpose permitted by law. You waive any right to compensation of any type for your Submissions. You represent and warrant that you have all the rights necessary to grant the rights in this section and that use of your Submission by GoForward does not violate any law.

If you provide any Feedback to GoForward in connection with the Services, you hereby grant to GoForward a worldwide, royalty-free, fully paid-up, non-exclusive, perpetual, irrevocable, transferable and fully sublicensable (through multiple tiers) license to reproduce, distribute, perform and display (publicly or otherwise), create derivative works of, adapt, modify and otherwise use, analyze and exploit such Feedback, in any format or media now known or hereafter developed, and for any purpose. You acknowledge and agree that Feedback is not confidential, and that GoForward is free to use any Feedback for any purpose. “**Feedback**” means ideas, concepts, feedback, and know-how that you make available to GoForward in connection with the Services.

## Intellectual Property Rights

GoForward and its licensors retain all ownership rights, title and interest (including all intellectual property rights) worldwide to the Services, including to all software and content. No rights are granted to you other than as expressly set forth in these Terms of Use. All trademarks, service marks and trade names are owned by GoForward or other respective owners.



## Your License

Subject to your compliance with these Terms, GoForward hereby grants to you a personal, limited, revocable, non-exclusive, and nontransferable right to view, download, access, and use the Services solely for your personal and non-commercial use and only as permitted under these Terms. No other right, title, or interest in or to the Services or Services Content is transferred to you, and all rights not expressly granted are reserved by GoForward or its licensors.

## Prohibited Use

Any use or attempted use of the Service (i) for any unlawful, unauthorized, fraudulent or malicious purpose, (ii) that could damage, disable, overburden, or impair any server, or the network(s) connected to any server, (iii) that could interfere with any other party's use and enjoyment of the Service, (iv) to gain unauthorized access to any other accounts, computer systems or networks connected to any server or systems through hacking, password mining or any other means, (v) to access systems, data or information not intended by GoForward to be made accessible to a User, (vi) to obtain any materials or information through any means not intentionally made available by GoForward, (vii) to reverse engineer, disassemble or decompile any section or technology on the Service, (viii) for research or to compete with GoForward or the Medical Group or (ix) any use other than the business purpose for which it was intended, is prohibited.

In addition, in connection with your use of the Service, you agree you will not: (a) upload or transmit any message, information, data, text, software or images, or other content that is unlawful, harmful, threatening, abusive, harassing, tortuous, defamatory, vulgar, obscene, libelous, or otherwise objectionable, or that may invade another's right of privacy or publicity; (b) create a false identity for the purpose of misleading others or impersonate

any person or entity, including, without limitation, any GoForward or Medical Group representative, or falsely state or otherwise misrepresent your affiliation with a person or entity; (c) upload or transmit any material that you do not have a right to reproduce, display or transmit under any law or under contractual or fiduciary relationships (such as nondisclosure agreements); (d) upload files that contain viruses, trojan horses, worms, time bombs, cancel-bots, corrupted files, spyware or any other similar software or programs that may damage the operation of another's computer or property of another; (e) delete any author attributions, legal notices or proprietary designations or labels that you upload to any communication feature; (f) use the Service's communication features in a manner that adversely affects the availability of its resources to other users (e.g., excessive shouting, use of all caps, or flooding continuous posting of repetitive text); (g) upload or transmit any unsolicited advertising, promotional materials, "junk mail," "spam," "chain letters," "pyramid schemes," "phishing" or any other form of solicitation, commercial or otherwise; (h) violate any applicable local, state, national or international law; (i) upload or transmit any material that infringes any patent, trademark, service mark, trade secret, copyright or other proprietary rights of any party; (j) delete or revise any material posted by any other person or entity; (k) manipulate or otherwise display the Service by using framing, mirroring or similar navigational technology; (l) probe, scan, test the vulnerability of or breach the authentication measures of, the Service or any related networks or systems; (m) register, subscribe, attempt to register, attempt to subscribe, unsubscribe or attempt to unsubscribe any party for any services or any contests, promotions or sweepstakes if you are not expressly authorized by such party to do so; (n) harvest or otherwise collect information about others, including email addresses; (o) use any robot, spider, scraper, or other automated or manual means to access the Service,

or copy any content or information on the Service; (p) create more than one account; (q) use an account that does not belong to you; or (r) assist or permit any person in engaging in any of these activities.

GoForward reserves the right to take whatever lawful actions it may deem appropriate in response to actual or suspected violations of the foregoing, including, without limitation, the suspension or termination of a User's access and/or account. GoForward may cooperate with legal authorities and/or third parties in the investigation of any suspected or alleged crime or civil wrong.

Except as may be provided in the Privacy Statement with respect to PHI, GoForward reserves the right at all times to disclose any information as GoForward deems necessary to satisfy any applicable law, regulation, legal process or governmental request, or to edit, refuse to post or to remove any information or materials, in whole or in part, in GoForward's sole discretion.

## Right to Monitor

GoForward reserves the right to monitor general use of the Service at any time as it deems appropriate and to remove any materials that, in GoForward's sole discretion, may be illegal, may subject GoForward to liability, may violate these Terms of Use, or are, in the sole discretion of GoForward, inconsistent with GoForward's purpose for the Service.

## Third-Party Links, Goods and Services

The Services may contain hyperlinks to websites operated by third parties ("**Third-Party Sites**"). Such Third-Party Sites are not under our control, and we are not responsible for the information, products or services described by, or for the content or features of, any such Third-Party Site. We are providing links to Third-Party Sites to you only as a convenience, and the inclusion of any Third-Party Site does not necessarily imply endorsement of the Third-Party Site by us or any association with its operators. Your use of these Third-

Party Sites is at your own risk, and we are not liable to you in any way, either directly or indirectly, for any content, errors, damage, or loss caused by or in connection with use of or reliance on information contained in or provided to Third-Party Sites.

Parties other than GoForward, including the Medical Group and Providers may provide and/or sell services and/or products through the Service.

GoForward may also make available to you for purchase certain services, devices, items or products manufactured, distributed or sold by third parties (“**Third-Party Goods and Services**”). Your use of any Third-Party Goods and Services, any interactions with third parties, and any other terms, conditions, warranties or representations associated with such use or interactions, are solely between you and such third parties. You should make whatever investigation you feel necessary or appropriate before proceeding with any online or offline transaction involving third parties or any Third-Party Goods and Services. You are solely responsible for, and shall exercise caution, discretion, common sense and judgment in, using any Third-Party Site, Third-Party Goods and Services and disclosing personal information to third parties.

You agree that GoForward shall not be responsible or liable for any loss or damage incurred as the result of your use of any Third-Party Sites, Third-Party Goods and Services or your interactions with any third parties. In the event of any dispute between you and any third party, any other User or any other entity or individual, you understand and agree that GoForward is under no obligation to become involved in such dispute, and you hereby release and indemnify GoForward, the Medical Group and their respective affiliates, Providers, employees, contractors, officers, equityholders, directors and agents (collectively, “**GoForward Parties**”) from any and all claims, demands and/or damages (actual or consequential) of every kind or nature, known or

unknown, suspected and unsuspected, disclosed or undisclosed, arising out of or in any way related to such disputes or the Service or the features and services therein.

Certain of GoForward's shareholders, directors, officers, employees or agents (collectively, "**GoForward Owners and Personnel**") have a financial interest in the Medical Group and/or are also Providers and may profit from your use of the Medical Group and its products and services. GoForward and certain GoForward Owners and Personnel may also have a financial interest in other third parties and/or may profit from the sale of Third-Party Goods and Services to you.

## Termination

GoForward may terminate your use of the Service or any of our features or services at any time and for any reason without notice, including, for example, for conduct violating these Terms of Use, if our agreement with your Provider terminates or if we discontinue the Service. Upon any such termination, you must destroy all Content obtained from the Service and all copies thereof. For clarity, the foregoing sentence does not require you to destroy any of your medical information in your possession. The provisions of these Terms of Use concerning Service security, prohibited activities, copyrights, trademarks, user submissions, disclaimer, limitation of liability, indemnity, dispute resolution and jurisdictional issues, and any other provision that by its nature should survive termination, shall survive any such termination. You agree that if your use of the Service is terminated pursuant to these Terms of Use, you will not attempt to use the Service under any name, real or assumed, and further agree that if you violate this restriction after being terminated, you will indemnify and hold all GoForward Parties harmless from any and all liability that any such GoForward Parties may incur with respect thereto.

Except as otherwise provided in the Privacy Statement or as required by applicable law, we have no obligation, whether before or after the termination of your use of the Service, to return or otherwise provide to you or any third party on your behalf any Content, any information you provide to us, any information your Providers provide to us about or relating to you, or any other information that we may have that relates to you.

## Disclaimers

Except for communications related to your specific health and wellness that you received from the Medical Group or any Providers, Content and other information contained on the Service is provided by GoForward as a convenience. Users relying on Content or other information from the Service do so at their own risk.

**THE SERVICE IS PROVIDED ON AN “AS IS” OR “AS AVAILABLE” BASIS. ANY ACCESS TO OR USE OF THE SERVICE IS VOLUNTARY AND AT THE SOLE RISK OF THE USER. TO THE MAXIMUM EXTENT PERMITTED BY LAW, GOFORWARD DISCLAIMS ALL WARRANTIES AND CONDITIONS OF ANY KIND, EITHER EXPRESS OR IMPLIED, STATUTORY OR OTHERWISE, INCLUDING, WITHOUT LIMITATION, THE IMPLIED WARRANTIES OF MERCHANTABILITY, NON-INFRINGEMENT OF THIRD PARTIES’ RIGHTS, SATISFACTORY QUALITY AND FITNESS FOR PARTICULAR PURPOSE WITH REGARD TO THE SERVICE, AND WITH RESPECT TO ANY INFORMATION, CONTENT, PRODUCT, SERVICE, MERCHANDISE OR OTHER MATERIAL PROVIDED ON OR THROUGH THE SERVICE OR THE PLATFORM (INCLUDING ANY CONSULTATIONS OR OTHER SERVICES YOU MAY RECEIVE FROM THE MEDICAL GROUP OR ITS PROVIDERS). GOFORWARD DOES NOT WARRANT OR GUARANTEE THE ACCURACY, COMPLETENESS, RELIABILITY, TIMELINESS OR USEFULNESS OF THE SERVICE.**

GOFORWARD DOES NOT WARRANT THAT THE SERVICE WILL FUNCTION WITHOUT DELAYS, DISRUPTIONS, INTERFERENCES, IMPERFECTIONS, OR ANY ADVERSE INCIDENT.

### Limitation of Liability

TO THE MAXIMUM EXTENT PERMITTED BY LAW, IN NO EVENT WILL ANY GOFORWARD PARTY BE RESPONSIBLE FOR ANY LOSS OR DAMAGE, INCLUDING PERSONAL INJURY OR DEATH, RESULTING FROM YOUR USE OF OR INABILITY TO USE ANY SERVICES OR ANY TECHNOLOGY, INCLUDING THE PLATFORM, OR ANY THIRD-PARTY GOODS AND SERVICES. TO THE MAXIMUM EXTENT PERMITTED BY LAW, IN NO EVENT SHALL THE GOFORWARD PARTIES BE LIABLE TO YOU FOR DAMAGES IN AN AGGREGATE AMOUNT IN EXCESS OF U.S. \$1,000.

### Time to File Claims

TO THE MAXIMUM EXTENT PERMITTED BY LAW, ANY CLAIMS ARISING IN CONNECTION WITH YOUR USE OF THE PLATFORM, SERVICE OR CONTENT MUST BE BROUGHT WITHIN ONE (1) YEAR OF THE DATE OF THE EVENT GIVING RISE TO SUCH ACTION OCCURRED. YOU UNDERSTAND AND AGREE THAT YOUR USE OF THE PLATFORM, SERVICE OR CONTENT IS PREDICATED UPON YOUR WAIVER OF ANY RIGHT TO PARTICIPATE IN A CLASS ACTION SUIT FOR ANY LOSSES OR DAMAGES RESULTING FROM YOUR USE OF THE PLATFORM, SERVICE OR CONTENT.

### Indemnification

You agree to defend, indemnify, and hold the GoForward Parties harmless from and against any and all suits, actions, claims, proceedings, damages, settlements, judgments, injuries, liabilities, obligations, losses, risks, costs, and expenses (including, without limitation, attorneys' fees and litigation expenses) relating to or arising from the Service, your use of the Service, your

fraud, violation of law, or willful misconduct, any breach by you of these Terms of Use or your violation of any rights of any other person or entity. We reserve the right to control the defense of any claim by a third party for which we are entitled to indemnification, and you agree to provide us with such cooperation as is reasonably requested by us.

**CALIFORNIA RESIDENTS: IF YOU ARE A CALIFORNIA RESIDENT, YOU WAIVE CALIFORNIA CIVIL CODE SECTION 1542, WHICH STATES: “A GENERAL RELEASE DOES NOT EXTEND TO CLAIMS THAT THE CREDITOR OR RELEASING PARTY DOES NOT KNOW OR SUSPECT TO EXIST IN HIS FAVOR AT THE TIME OF EXECUTING THE RELEASE AND THAT IF KNOWN BY HIM WOULD HAVE MATERIALLY AFFECTED HIS SETTLEMENT WITH THE DEBTOR OR RELEASED PARTY.”**

## Notices

Any notices to you from GoForward regarding the Service or these Terms of Use may be made by email, a detailed posting notice on the Service, or regular mail, in the sole discretion of GoForward.

## Electronic Communications

When you access or use the Service or send emails or SMS text messages to us, the Medical Group or its Providers, you are communicating with us, the Medical Group and its Providers electronically. You consent to receive communications from us, the Medical Group and its Providers electronically. We will communicate with you via email, SMS text message, or through the Service. You agree that all agreements, notices, disclosures and other communications that we provide to you electronically satisfy any legal requirement that such communications be in writing. You further agree that any notices provided by us electronically are deemed to be given and received on the date we transmit any such electronic communication as described in these Terms of Use.



You understand that email and standard SMS text messaging are not confidential methods of communication and may be insecure. You further understand that, because of this, there is a risk that these electronic communications—some of which may contain information about your medical condition and care—might be intercepted and read by a third party.

**These Terms of Use incorporate by reference GoForward’s Text Message Terms & Conditions. By agreeing to these Terms of Use, you also agree to be bound by GoForward’s Text Message Terms & Conditions (<http://www.goforward.com/terms/sms>) (the “SMS Terms”).**

If you later decide that you do not want to receive certain future communications electronically, please send an email to [info@goforward.com (mailto:info@goforward.com)] with the subject line “Revoke Electronic Consent” or send a letter clearly stating your request to: GoForward, Inc., Attn.: Legal, 660 4th Street, #202, San Francisco, CA 94107. You may also opt out of certain electronic communications through your account, if you have one, or by following the Unsubscribe instructions in any communication you receive from GoForward. Your withdrawal of consent will be effective within a reasonable time after we receive your clear withdrawal notice as described above.

GoForward may need to send you certain communications electronically regarding the Service—for example, communications regarding updates to our Terms of Use, your health care and treatment, or billing information. You will not be able to opt out of those communications. Your withdrawal of consent will not affect the legal validity or enforceability of these Terms of Use, including the SMS Terms, as accepted by you (including any updates). If you withdraw your consent to receive certain other communications electronically, certain aspects of the Service may become unavailable to you.

## Entire Agreement

These Terms of Use and any other agreements GoForward may post on the Service (including the the SMS Terms) or that you and GoForward may execute from time to time, constitute the entire agreement between GoForward and you in connection with your use of the Service and supersede any prior agreements between GoForward and you regarding use of the Service, including prior versions of these Terms of Use.

### **BINDING ARBITRATION/CLASS WAIVER:**

**PLEASE READ THIS SECTION CAREFULLY.**

**YOU AND GOFORWARD AGREE THAT ALL DISPUTES, CONTROVERSIES AND CLAIMS RELATED TO THESE TERMS OF USE, THE PLATFORM, THE CONTENT, ANY OTHER PART OF THE SERVICE AND/OR ANY OTHER ITEM OR SERVICE PROVIDED BY ANY GOFORWARD PARTY (EACH A "CLAIM"), SHALL BE FINALLY AND EXCLUSIVELY RESOLVED BY CONFIDENTIAL BINDING ARBITRATION AS DESCRIBED IN THIS SECTION, WHICH MAY BE INITIATED BY EITHER PARTY BY SENDING A WRITTEN NOTICE REQUESTING ARBITRATION TO THE OTHER PARTY. ANY ELECTION TO ARBITRATE BY ONE PARTY SHALL BE FINAL AND BINDING ON THE OTHER PARTIES.**

**YOU EXPRESSLY AGREE THAT ANY CLAIM SHALL BE RESOLVED IN CONFIDENTIAL BINDING ARBITRATION CONDUCTED BEFORE ONE COMMERCIAL ARBITRATOR FROM THE AMERICAN ARBITRATION ASSOCIATION ("AAA"), RATHER THAN IN A COURT, AS DESCRIBED HEREIN. THE ARBITRATION WILL BE GOVERNED BY THE AAA'S COMMERCIAL ARBITRATION RULES AND, IF THE ARBITRATOR DEEMS THEM APPLICABLE, THE SUPPLEMENTARY PROCEDURES FOR CONSUMER RELATED DISPUTES (COLLECTIVELY, THE "RULES AND**

**PROCEDURES”). YOU ACKNOWLEDGE THAT YOU ARE VOLUNTARILY AND KNOWINGLY FORFEITING YOUR RIGHT TO A TRIAL BY JURY AND TO OTHERWISE PROCEED IN A LAWSUIT IN STATE OR FEDERAL COURT. THE ARBITRATOR MAY AWARD ANY RELIEF AVAILABLE IN A COURT OF LAW.**

The arbitration shall be conducted in San Francisco, California, except that, in the event San Francisco, California is not within 100 miles of your residence, the arbitration may be conducted within 100 miles of your residence, unless the parties agree otherwise in writing. The arbitrator’s award shall be final and binding on all parties and may be entered as a judgment in any court of competent jurisdiction. For more information on AAA, its Rules and Procedures, and how to file an arbitration claim, you may call AAA at 800-778-7879 or visit the AAA website at [www.adr.org (<http://www.adr.org>)].

Payment of arbitration costs will be governed by the AAA’s fee schedule, unless you are able to show that your portion will be prohibitive as compared to litigation costs, in which case GoForward will pay as much of your arbitration costs as the arbitrator deems necessary to prevent the arbitration from being cost-prohibitive as compared to litigation costs. GoForward also reserves the right in its sole and exclusive discretion to assume responsibility for all arbitration costs imposed by the AAA. Each party agrees to pay its own attorneys’ fees and expenses unless there is a governing statutory provision that requires the prevailing party to be paid attorneys’ fees and expenses.

Notwithstanding anything to the contrary herein, to the extent any Claim arises from: (a) a violation of either party’s intellectual property rights in any manner; (b) any claim related to, or arising from, allegations of theft, piracy, unauthorized use or a violation of the Computer Fraud and Abuse Act; and/or (c) any claim for equitable relief; then you and GoForward agree that a party may seek injunctive remedies (or an equivalent type of urgent legal

relief) in a state or federal court in San Francisco, California, and both parties consent to exclusive jurisdiction and venue in such court. In addition to the foregoing, either party may assert an individual action in small claims court for Claims that are within the scope of such court's jurisdiction in lieu of arbitration.

To the fullest extent permissible under applicable law, all Claims shall be resolved by binding confidential arbitration on an individual basis. You expressly agree that no other Claims shall be consolidated or joined with your Claim, whether through class arbitration proceedings or otherwise.

**THE PARTIES AGREE THAT THERE IS NO RIGHT OR AUTHORITY FOR ANY CLAIM TO BE ARBITRATED ON A CLASS-ACTION BASIS OR TO UTILIZE CLASS ACTION PROCEDURES, THERE IS NO RIGHT OR AUTHORITY FOR ANY CLAIM TO BE BROUGHT IN A PURPORTED REPRESENTATIVE CAPACITY OR AS A PRIVATE ATTORNEY GENERAL, AND NO ARBITRATION SHALL BE JOINED WITH ANY OTHER ARBITRATION.**

If a decision is issued stating that applicable law precludes enforcement of any limitations set forth in this Agreement on the right to arbitrate claims on a class or representative basis, or as part of a consolidated proceeding, as to a given claim for relief, then that claim (and only that claim) must be severed from the arbitration and brought in a state or federal court located in San Francisco, California, and the parties consent to exclusive jurisdiction and venue in such courts.

Governing Law; Venue; Severability of Provisions:

This Service is controlled and operated by GoForward from our offices within California. Those who choose to access the Service from other locations do so on their own initiative and are responsible for compliance with local laws,

if and to the extent applicable. Access to the Service from jurisdictions where the contents of the Service are illegal or penalized is prohibited.

The validity, interpretation, construction and performance of these Terms of Use will be governed by the laws of the State of California, without regard to any conflicts of law provisions.

All parts of these Terms of Use apply to the maximum extent permitted by law. Our failure to enforce any provision of these Terms of Use will not constitute a waiver of such right. You and We agree that if we cannot enforce a part of this contract as written, then that part will be replaced with terms that most closely match the intent of the part we cannot enforce to the extent permitted by law. The invalidity of part of these Terms of Use will not affect the validity and enforceability of the remaining provisions. The section headings are for convenience and do not have any force or effect.

## No Agency Relationship

Neither these Terms of Use, nor any Content, materials or features of the Service create any partnership, joint venture, employment, or other agency relationship between us and you. You may not enter into any contract on our behalf or bind us in any way.

## Remedies

You agree that any violation, or threatened violation, by you of these Terms of Use constitutes an unlawful and unfair business practice that will cause us irreparable and unquantifiable harm. You also agree that monetary damages would be inadequate for such harm and consent to our obtaining any injunctive or equitable relief that we deem necessary or appropriate. These remedies are in addition to any other remedies we may have at law or in equity.

## Assignment

You may not assign any of your rights under these Terms of Use, and any such attempt will be null and void. GoForward may, in its sole discretion, transfer, without further consent or notification, all contractual rights and obligations pursuant to these Terms of Use to any affiliate of GoForward or to another third party in the event that some or all of the business of GoForward is transferred to such other third party by way of merger, sale of its assets or otherwise.

## Notice Regarding Apple

By accessing or downloading our Application from the Apple App Store, you are agreeing to Apple's Licensed Application End User License Agreement, available at: [<https://www.apple.com/legal/internet-services/itunes/dev/stdeula/>] (<https://www.apple.com/legal/internet-services/itunes/dev/stdeula/>)] ("Apple Terms"). These Terms govern if there is a conflict with the Apple Terms.

## Notice Regarding Google

This section only applies to the extent you acquire the App from the Google Play Store: (i) you acknowledge that these Terms of Service are between you and GoForward only, and not with Google, Inc. ("Google"); (ii) your use of the App must comply with Google's then-current Google Play Terms of Service; (iii) Google is only a provider of Google Play where you obtained the App; (iv) GoForward, and not Google, is solely responsible for the App; (v) Google has no obligation or liability to you with respect to the App or these Terms; and (vi) you acknowledge and agree that Google is a third party beneficiary to these Terms as it relates to the App.

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## Contact Us

If you have any questions or concerns about these Terms of Use, please contact us at [[info@goforward.com](mailto:info@goforward.com) (<mailto:info@goforward.com>)]. We will attempt to respond to your questions or concerns promptly after we receive them.