

Teraper Agreement

Effective Date: May 20th, 2021

Welcome Terapers!

Welcome to Terap! We're thrilled that you've chosen to publish and share with us your expertise on mental well-being.

This Publisher Agreement ("Agreement") is a binding contract between you and Terap.Me, S.L. ("we", "us", "our"). It contains the rules and restrictions that govern your use of Terap's products and services (referred to below simply as "Terap") to distribute your videos, sessions, material and any content therein. If you use Terap for this purpose, you are a **Teraper** (referred to below as "Teraper") and will need to create a Teraper account. In this Agreement, we refer to people that subscribe to your content as **Terapees**.

Using Terap in any way means that you agree to this Agreement, and this Agreement will remain in effect while you use Terap. This Agreement includes everything in this document, as well as those in the Terms of Use, Privacy Policy, Content Guidelines, and all other

rules and procedures that may be published from time to time by us on Terap. In the event of any conflict between this Agreement and any other terms and conditions you have agreed to with Terap, this Agreement will prevail with respect to its subject matter.

You must be of legal age to form a binding contract to use Terap. If you aren't, you need to get your parent's or guardian's permission to use Terap, and your parent or guardian will agree to this Agreement on your behalf.

If you're agreeing to this Agreement on behalf of an organization or entity, you must be authorized to agree to this Agreement on that organization or entity's behalf and bind them to this Agreement (in which case, the references to "you" and "your" throughout this document refer to that organization or entity).

If you don't agree to all of the following, you may not use or access Terap in any manner. If you have any questions, comments, or concerns regarding the Agreement or our products and services, please contact us at info@terap.me.

Ownership

First and foremost, **you own what you create**. Any original content you post, upload, share, store, or otherwise provide to Terap remains yours and is protected by copyright and any other applicable intellectual property laws.

However, please note that you agree to grant us a **limited** license to your content in order to enable us to operate Terap. **This license allows us to promote your content and help you succeed on Terap.**

You agree that this limited license includes a worldwide, nonexclusive, sublicensable, royalty-free, fully paid-up, transferable right (a) to market your content and to permit others to use, access, and download your content through Terap, and (b) to use your tradename(s), trademark(s), and logo(s) in connection with the distribution and marketing of content. For further details on this license, please see “Posting Content on Terap” in the Terms of Use, which is incorporated into this Agreement by reference.

Pricing and Payments

You may offer access to your pages and content for free, or for a subscription fee, to be determined at your discretion. You may set and

change the prices for your pages at your discretion through your Terap account, though no price changes will apply retroactively.

If you choose to charge a subscription fee for your pages, you agree to the following:

- **No Circumvention:** You agree to process payments from Terapees only in the manner determined by us. This includes using the third-party payment processing platform (“Payment Processor”) we choose, and following any other rules we specify. You may not circumvent your payment obligations to us by soliciting payment from a Terapee outside of Terap or by using any alternative method to collect subscription payments. This includes receiving payments for your newsletter through links to Paypal or a separate page. You agree to notify us immediately if you receive any such offer or solicitation to circumvent your payment obligations by contacting info@terap.me.
- **Taxes:** You agree that you shall bear and be responsible for any and all applicable federal, state, local, and foreign taxes, duties, tariffs, levies, withholdings, and similar assessments (including without limitation, sales, use, and value added taxes) related to your newsletter.
- **Cost Sharing:** You agree to pay us a percentage of the total amount charged by you to Terapees to support payment processing and admin costs borne by Terap. This cost is

initially set at 3%, though it may change. The remaining amount will be retained by you. The Cost Sharing percentage is set between you and Terap during registration of your Teraper account.

- **Cost Sharing Payment:** During the term of this Agreement, the Payment Processor will pay the Cost Sharing owed to us and deduct any applicable fees on a rolling basis as you process subscription payments from Terapees. **You agree to these payments and further agree that all Cost Sharing payments are non-refundable.**
- **Information Upon Request:** You will provide us with all requested data or information about you and your subscriptions. This includes all payment and tax identification information, and you will ensure this information is accurate and up-to-date.

Relationships with Terapees

You agree to the following rules around your relationships with Terapees and other users of Terap:

- **Sole Responsibility:** You agree that you are solely responsible for (and that we have no responsibility to you or to any third party for) any content you distribute through Terap or any session you sell and for the consequences of your actions by doing so. This means that you acknowledge and agree that you

are solely responsible for ensuring distribution of your content, our actions under this Agreement are solely to assist you in facilitating distribution.

- Stopping Publication or Deleting a Page: You may delete one or more of your posts or pages from Terap at your discretion. **However, please note that if you delete or stop publishing content before the end of a paid subscription term of a Therapee, any and all obligations – including any refund obligations for the remaining portion of the subscription term – are solely your responsibility.** We are under no obligation to issue any refunds to you or your subscribers and we are entitled to keep any and all portions of any Share Costing you have paid Terap.
- Disputes: If there is a dispute between you and a user about payments or any other issue, you agree we are under no obligation to become involved and that we will not be held liable for any such dispute. We are not liable for your relationship with users, and we won't provide you with any legal advice regarding such matters.
- Reporting a User: You can flag that a user that is violating our Terms of Use by sending an email to info@terap.me. After you provide us with written notice of this violation, we will determine whether this user's access to some or all of your content should be suspended or terminated. We will also decide at our sole discretion whether this user's access to the rest of Terap will be suspended or terminated.

- Support: You shall provide to us a current email address to which we may direct inquiries from Terapees and other Terap users regarding your content.

Acceptable Use

You are responsible for all your activity in connection with Terap!

Make sure that you use Terap in a manner that complies with the law and is permitted by this Agreement. If your use of Terap is prohibited by applicable laws, then you aren't authorized to use Terap. We can't and won't be responsible for you using Terap in a way that breaks the law.

You also represent and warrant that you will not publish content, sell sessions or otherwise use Terap in a manner that:

- is harmful, fraudulent, deceptive, threatening, abusive, harassing, tortious, defamatory, vulgar, obscene, libelous, objectionable, or in any way violates Terap's Content Guidelines;
- interferes with, disrupts, damages, or accesses in an unauthorized manner the devices, servers, networks, or other properties or services of Terap or any third party;

- infringes, violates, or misappropriates any law, statute, ordinance or regulation or rights of any third party;
- spreads a virus, trojan horse, worm, time bomb, or other harmful computer code, file, or program.

Please review the “Acceptable Use Policy” detailed in the Terms and Conditions of Terap, as those rules are also incorporated into this Agreement by reference.

Privacy

Terap takes privacy very seriously. If you store personal or sensitive information provided by or collected from Terap users, you must do so securely and only for as long as it is needed. In particular, in relation to private sessions held with Therapees.

You may not collect from a user via Terap or any other method any information -- personally identifiable or not -- beyond what Terap is permitted to collect from a user under its own Privacy Policy.

You are solely responsible for complying with any laws and regulations that apply to user information, including without

limitation the posting of your own privacy policy on your subdomain on Terap if appropriate.

Consistent with our Privacy Policy, we collect certain data on how Terapees engage with Terapers' content. We will share, at our sole discretion, some of this information with you, including pageviews, open rates, counts, and referral data. You agree that Terap is under no obligation to share this data with you.

Terminating Your Account

Either party may terminate this Agreement at any time for any reason. Upon such termination of this Agreement, your right to use Terap will immediately cease.

We may terminate this Agreement or terminate, suspend, or restrict your access to or use of Terap at any time, for any reason. Reasons that may lead to us terminating or restricting access to Terap include a breach of any of the terms or conditions of this Agreement, your offensive or unacceptable behavior, objectionable material, or any other actions in violation of guidelines we specify. We will notify Terapers as soon as reasonably practicable if Terapers' access to Terap

is suspended or substantially limited due to technical problems with the platform.

You agree that this means that videos, sessions, materials, products (or any content therein) may be removed from Terap at any time at our discretion. You also agree that we retain the right to immediately halt the distribution of content at our discretion.

Changes to this Agreement

We are constantly trying to improve our products and services, so this Agreement may need to change along with Terap. We reserve the right to change the Agreement at any time, but if we do, we will bring it to your attention by placing a notice on the website, by sending you an email, or by some other means.

If you don't agree with the new Agreement, you are free to reject it; unfortunately, that means you will no longer be able to use Terap. If you use Terap in any way after a change to the Agreement is effective and notice has been provided, that means you agree to all of the changes. Except for changes by us as described here, no other

amendment or modification of this Agreement will be effective unless in writing and signed by both you and us.

Miscellaneous Terms

The above covers most of the questions that we typically receive about Terap. We have grouped provisions that come up less frequently below:

- **No Warranties:** Terap is provided to you on an “as-is” basis. This means we provide it to you without any express or implied warranties of any kind. That includes any implied warranties of merchantability, warranties of fitness for a particular purpose, non-infringement, or any warranty that the use of Terap will be uninterrupted or error-free.
- **Limitation of Liability:** To the fullest extent allowed by applicable law, under no circumstances and under no legal theory shall Terap, its licensors, or its suppliers be liable to you or to any other person for:
 - Any indirect, special, incidental, or consequential damages of any kind, or
 - Any amount, in the aggregate, in excess of the greater of (1) \$100 or (2) the amounts paid and/or payable by you to us in connection with Terap in the twelve-month period preceding the applicable claim.

- **Indemnification:** To the fullest extent allowed by applicable law, you agree to indemnify and hold Terap, its affiliates, officers, agents, employees, and partners harmless from and against any and all claims, liabilities, damages (actual and consequential), losses and expenses (including attorneys' fees) arising from or in any way related to any third party claims relating to (a) your use of Terap (including any actions taken by a third party using your account), and (b) your violation of this Agreement. In the event of such a claim, suit, or action, we will attempt to provide notice to the contact information we have for your account (provided that failure to deliver such notice shall not eliminate or reduce your indemnification obligations hereunder).
- **Assignment:** You may not assign, delegate or transfer this Agreement or your rights or obligations hereunder, or your Terap account, in any way (by operation of law or otherwise) without our prior written consent. We may transfer, assign, or delegate this Agreement and our rights and obligations without consent.
- **Choice of Law:** This Agreement is governed by and will be construed under applicable federal law and the laws of Barcelona, Spain, without regard to the conflicts of laws provisions thereof.
- **Arbitration:** Any dispute arising from or relating to the subject matter of this Agreement shall be finally settled in Barcelona, Spain, using the Spanish language.

- **No Third-Party Beneficiaries:** We agree there are no third-party beneficiaries intended under this Agreement.
- **No Joint Venture:** You hereby acknowledge and agree that you are not an employee, agent, partner, or joint venture of Terap.Me, S.L., and you do not have any authority of any kind to bind us in any respect whatsoever.
- **Waiver:** The failure of either you or us to exercise, in any way, any right herein shall not be deemed a waiver of any further rights hereunder.
- **Severability:** If any provision of this Agreement is found to be unenforceable or invalid, that provision will be limited or eliminated, to the minimum extent necessary, so that this Agreement shall otherwise remain in full force and effect and enforceable.
- **Survival:** You agree that the terms under the heading “Privacy”, “Sole Responsibility”, “Acceptable Use”, “Indemnification”, “Stopping Publication or Deleting Content”, “No Warranty”, “Limitation of Liability”, “Assignment”, “No Joint Venture”, “Severability”, “Arbitration”, and “Entire Agreement”, and any payment obligations incurred shall survive termination of this Agreement.
- **Entire Agreement:** You agree that this Agreement is the complete and exclusive statement of the mutual understanding between you and us, and that it supersedes and cancels all previous written and oral agreements, communications and other understandings relating to the subject matter of this Agreement.

