

End User License Agreement

This End User License Agreement (“the Agreement”) governs the use of this website; any third-party material made available in conjunction herewith; any associated media, material, or printed documentation; and any copy or component part of any of the foregoing (collectively, “the Website”). This Agreement is made and entered into by and between Heart of Synergy, PLLC (“Licensor”) and the User (each, a “Party,” and together, “the Parties”). The term “User” means any person or entity using the Website for any purpose whatsoever. By viewing, interacting with, or otherwise using the Website, the User agrees to be bound by the terms of this Agreement. If the User does not agree to be bound by the terms of this Agreement, the User must not use the Website.

- 1. Grant of License.** Licensor hereby grants to the User a limited, non-exclusive, revocable, non-sublicensable license to use the Website on a single computer or device that the User owns and controls, as permitted by the terms of this Agreement.
- 2. Scope of License.** Licensor grants the User a license only to make limited use of the Website as specified in this Agreement; any rights not granted hereby are reserved. Notwithstanding the foregoing, the User is expressly prohibited from engaging in the following activity:
 - a.** Copying, modifying, adapting, translating, preparing derivative works from, decompiling, reverse engineering, disassembling, or otherwise attempting to derive source code from the Website;
 - b.** Removing, obscuring, or altering Licensor’s or any third party’s copyright notice, trademarks, or other proprietary rights notices that are displayed, affixed to, or contained within or accessed in conjunction with or through the Website;
 - c.** Using the Website for any illegal purpose, or violating any applicable law with respect to the Website;
 - d.** Using the Website in a manner that could damage, disable, overburden, or impair any server or system belonging to Licensor or interfere with any other party’s use of the Website;
 - e.** Sending or storing infringing or otherwise unlawful material – including material violative of third-party privacy rights, material containing software viruses, worms, Trojan horses or other harmful computer code, files, scripts, or agents – by use of the Website;
 - f.** Circumventing or breaching any access or security restrictions that Licensor has placed on the Website;
 - g.** Providing Licensor with any false or misleading information;
 - h.** Encouraging or facilitating any third party’s taking any of the actions prohibited by this Paragraph 2.

3. Ownership Rights. This Agreement does not grant the User any ownership interest in the Website, nor any other right or interest that is not explicitly identified in this Agreement. Specifically, the User acknowledges that Licensor owns all right, title and interest in and to the Website and all portions thereof, including without limitation all rights existing from time to time under patent law, copyright law, trade secret law, trademark law, unfair competition law, and any and all other proprietary rights, and any and all applications, renewals, extensions and restorations thereof, now or hereafter in force and effect throughout the world. The User also grants to Licensor a limited, non-exclusive, paid-up, perpetual, irrevocable, sublicensable, transferrable, worldwide license to use any feedback or other data the User makes available to Licensor by means of use of the Website – expressly provided that, unless the parties agree otherwise, the Licensor excludes any personally identifiable information or information sufficient to enable a third party to determine the source of such data prior to its use.

4. Disclaimers and Limits on Liability.

- a. **NO WARRANTY.** THE USER AGREES TO USE THE WEBSITE SOLELY AT THE USER'S OWN RISK. THE WEBSITE IS PROVIDED "AS-IS" AND "AS-AVAILABLE" WITH ALL FAULTS AND WITHOUT ANY EXPRESS OR IMPLIED WARRANTY OR CONDITION OF ANY KIND – INCLUDING, BUT NOT LIMITED TO, THE IMPLIED WARRANTIES OR CONDITIONS OF MERCHANTABILITY, QUALITY, PERFORMANCE, FITNESS FOR A PARTICULAR PURPOSE, OR NON-INFRINGEMENT.
- b. **NO ASSUMPTION OF RESPONSIBILITY.** LICENSOR ASSUMES NO RESPONSIBILITY FOR ERRORS OR OMISSIONS IN THE WEBSITE OR INTERRUPTIONS IN SERVICE.
- c. **LIMITS ON LIABILITY.** IN NO EVENT WILL LICENSOR, ITS EMPLOYEES, MEMBERS, AGENTS, OR THIRD-PARTY SUPPLIERS BE LIABLE FOR ANY INDIRECT, INCIDENTAL, SPECIAL, OR CONSEQUENTIAL DAMAGES, OR DAMAGES FOR LOSS OF PROFITS, REVENUE, DATA, OR DATA USE INCURRED BY THE USER OR ANY THIRD PARTY, WHETHER IN AN ACTION IN CONTRACT OR TORT, EVEN IF LICENSOR HAS BEEN ADVISED OF THE POSSIBILITY OF SUCH DAMAGES. THE PARTIES AGREE TO THE ALLOCATION OF LIABILITY RISK, WHICH IS SET FORTH IN THIS SECTION. IN NO EVENT WILL LICENSOR'S TOTAL LIABILITY FOR ANY CLAIM ARISING HEREUNDER OR RELATING HERETO EXCEED THE SUM PAID BY USER TO LICENSOR HEREUNDER. The foregoing limitations will apply even if the above stated warranty fails of its essential purposes. Some states do not allow the exclusion or limitation of liability for consequential or incidental damages so the above limitation may not apply.
- d. **No Responsibility for Third-Party Content.** The Website may display, include, or make available content from third parties ("Third-Party Content"). The User understands and agrees that Licensor is not responsible for the quality, accuracy, legality, or any other aspect of such Third-Party Content. Licensor does not warrant or endorse and does not assume and will not have any liability or responsibility to the User or any other person for any Third-Party Content, or for any other materials, products, or services of third parties.

- 5. Indemnification.** User hereby agrees to indemnify, defend, and hold harmless Licensor and Licensor's affiliates from and against any and all claims, loss, or liability, including reasonable attorneys' fees and costs incurred, made by any third party due to or arising out of User's breach this Agreement, User's use or inability to use the Website, or User's breach of any law or the rights of any third party. Licensor reserves the right, at its own expense, to assume the exclusive defense and control of any matter otherwise subject to User's indemnification. User will not, in any event, settle any claim or matter without the written consent of Licensor.
- 6. Dispute Resolution.** This Agreement will in all respects be governed by and construed and interpreted in accordance with the laws of the Commonwealth of Virginia without regard to choice of law rules. Any claim or dispute associated with or arising out of this Agreement must be resolved exclusively by a state court located in Fairfax County, Virginia or, optionally, by the United States District Court for the Eastern District of Virginia - Alexandria Division, where federal jurisdiction exists. The Parties agree to submit to the personal jurisdiction of such courts for the purpose of litigating all such claims or disputes. The Parties waive any objection to the laying of venue for any suit, action, or proceeding in such courts. The substantially prevailing Party in any action will be entitled to recover its costs and attorneys' fees. USER AND LICENSOR AGREE THAT EACH MAY BRING CLAIMS AGAINST THE OTHER ONLY ON AN INDIVIDUAL BASIS AND NOT AS A PLAINTIFF OR CLASS MEMBER IN ANY PURPORTED CLASS OR REPRESENTATIVE ACTION OR PROCEEDING. IN NO EVENT WILL EITHER PARTY SEEK TO HAVE ANY CLAIM ARISING HEREUNDER OR RELATING HERETO TRIED TO A JURY.
- 7. Notice.** Any notice, request, instruction, or other document to be given hereunder by any Party hereto to any other Party will be in writing and will be sufficiently given if delivered in person, sent by telecopy or telefax or electronic mail, sent by internationally recognized overnight courier service, or sent by registered or certified mail, postage prepaid.
- 8. Amendment; Assignment; No Waiver.** The Licensor may amend this Agreement from time to time, and any amendments will be effective 30 days following the Licensor's notice to the User or the Licensor's posting the amended Agreement to the Website. The User is responsible for periodically reviewing this Agreement for updates and amendments. By continuing to use the Website, the User will be deemed to have agreed to and accepted any amendments. If the User does not agree to any change to this Agreement, the User must discontinue use of the Website. The User may not assign any of its rights under this Agreement to any third party without the express written permission of Licensor. No waiver of any provision of this Agreement or of a breach thereof will be effective unless expressed in a writing signed by the waiving Party. The waiver by any Party of any of the provision of this Agreement or of a breach thereof will not operate or be construed as a waiver or breach of any other provision.
- 9. Severability; Survival.** If any provision of this Agreement or the application thereof will for any reason or to any extent be construed by a court of competent jurisdiction to be invalid or unenforceable, the remainder of this Agreement, and application of such provision to other circumstances, will remain in effect and be interpreted so as best to reasonably effect the Parties'

intent. The Parties agree that all provisions of this Agreement that should, by their nature, survive termination of this Agreement shall survive termination of this Agreement.

10. Additional Documents. The Parties agree to execute such additional documents and take such additional actions as may be reasonably required in order to carry out the purpose and intent of this Agreement or to evidence anything contained herein.

11. Integration. This Agreement constitutes the Parties' entire agreement with respect to the subject matter hereof and supersedes any and all prior written or oral understandings, negotiations and agreements with respect to the subject matter hereof.

