

# Terms of Use and Service

These Terms of Use&Service (the “Terms” / the “Agreement”) are an agreement between Luninaries LLC, 150 E B St Lbby #1810 SMB#63779 Casper, WY 82601 (“EverClose ” / the “Website”/ “we”) and any individual who is a user of EverClose.

Browsing the Website, its use or viewing the information in it constitutes the acceptance of all the terms of the Agreement. In case you do not agree with any condition of the Agreement, immediately close the Website and stop any use of it.

PLEASE NOTE: THIS AGREEMENT CONTAINS A BINDING ARBITRATION PROVISION IN SECTION 14 THAT AFFECTS YOUR RIGHTS UNDER THIS AGREEMENT WITH RESPECT TO ALL SERVICE(S). THE ARBITRATION PROVISION REQUIRES THAT DISPUTES BE RESOLVED IN ARBITRATION ON AN INDIVIDUAL BASIS. IN ARBITRATION, THERE IS NO JUDGE OR JURY AND THERE IS LESS APPELLATE REVIEW THAN IN COURT.

FURTHERMORE, THIS AGREEMENT CONTAINS DISCLAIMERS OF WARRANTIES, LIMITATIONS OF LIABILITY, AND A CLASS ACTION WAIVER.

All the policies, which may be adopted or introduced by us from time to time, including but not limited to **Privacy Policy**, **Cookie Policy**, **Subscription Policy and Money-Back Guarantee** constitute an integral part of this Agreement are incorporated into this Agreement by reference.

We may change these Terms on this page of the Website. We may notify you specifically about some critical changes but are not obliged to do so in every case. Use of the Website after any changes are made means that you accept such changes. After getting notice of changes of the Terms, if you do not object and opt-out of the amended Terms within fourteen (14) days, the amended version of the Terms is binding upon you.

## 1. SERVICE

Everclose allows you to access digital services and digital content (the Service). You may need to create an account in order to access the Service.

In course of registration of an account, you need to provide us a valid email address, password and/or other information as prompted by the registration form. We may also allow you to register by using your social network credentials.

## 2. LICENSE AND LICENSE RESTRICTIONS

Subject to your full compliance with these Terms, you are granted a limited, non-exclusive, non-sublicensable, non-assignable, and non-transferable license to access, use and display locally the Website and the Content (as defined below), and solely for purpose of using the Website for your own personal use.

Except to the extent expressly permitted under Section 2 (License and License Restrictions) above, you shall not: (a) copy, reproduce, distribute, transfer (by sale, resale, renting, lending, license, sublicense, download or otherwise), modify, create derivative works of, publicly perform, or publicly display any part of the Website or any Content; (b) disrupt servers or networks connected to the Website; (c) use or launch any automated system (including without limitation, “robots” and “spiders”) to access the Website; and/or (d) circumvent, disable or otherwise interfere with security-related features of the Website or features that prevent or restrict use or copying of any Content or that enforce limitations on use of the Website. Compliance with the foregoing restrictions is a condition to the license granted to you under this Section 2 (License and License Restrictions).

## 3. INTELLECTUAL PROPERTY RIGHTS

### 3.1. Ownership

Your use of the Website is licensed and not sold to you under these Terms and you acknowledge that the Website and its licensors retain all title, ownership rights and Intellectual Property Rights (defined below) in and to the Website (and its related software). We reserve all rights not expressly granted herein to the Website. As used herein, the term “Intellectual Property Rights” means any and all rights in and to any and all trade secrets, patents, copyrights, service marks, trademarks, know-how, or similar intellectual property rights, as well as any and all moral rights, rights of privacy, publicity and similar rights of any type under the laws or regulations of any governmental, regulatory, or judicial authority, whether foreign or domestic.

We reserve the right to recourse to the legal remedies provided under the applicable law, in particular, but not limited to the remedies under the DMCA (the Digital Millennium Copyright Act)

### 3.2. Content

The content, information, data, text, photographs, videos, audio clips, written posts, articles, comments, software, scripts, graphics, and interactive features generated, provided or otherwise made available on or through the Website (collectively, the “Material(s)”), as well as the User Submissions (defined below) and the trademarks, service marks and logos contained therein (collectively, “Marks”, and together with the Materials and User Submissions, the “Content”), is the property of the Website and/or its licensors and may be

protected by applicable copyright or other intellectual property laws and treaties. All other Marks used on the Website are the trademarks, service marks, or logos, as applicable, of their respective owners.

### 3.3. Use of Content

All Content is provided to you “AS IS” for your personal use only, and you acknowledge that all Content accessed, used, or relied upon by you is at your own risk and that you will be solely responsible and liable for any damage or loss to you or any other party resulting from such access, use, or reliance. If you download or print a copy of the Content, you must retain any copyright and other proprietary notices contained therein. We do not guarantee that any Content you access on or through the Website is or will continue to be accurate.

### 3.4. Third Party Open Source Software

Portions of the Website may include third party (including open source) software that are subject to third party terms and conditions (“Third-Party Terms”). The Website will comply with any rightful request you submit to us for exercising your rights under such Third-Party Terms. To the extent of any conflict between any Third-Party Terms and these Terms, the Third-Party Terms shall prevail in connection with the corresponding third-party software.

## 4. USER SUBMISSIONS

### 4.1. User Submissions

The Website may permit the sharing of content by you and other users, including but not limited to information, opinions, recommendations, and/or feedback that you may provide the Website in connection with the Website and/or your experience while using the Website (collectively, “User Submissions”). Your User Submissions may be made publicly available through the Website. You understand and agree that, whether or not such User Submissions are published, we do not guarantee any confidentiality with respect to any User Submissions. You shall be solely responsible for your User Submissions and the consequences of sharing them. We have complete discretion whether to publish your User Submissions and we reserve the right, without further notice to you, to monitor, censor, edit, remove, delete, and/or remove any and all User Submissions at any time and for any reason. Each User Submission, whether publicly posted or privately transmitted, is the sole responsibility of the user who originated such User Submission. You warrant that all User Submissions originated by you will be accurate, complete, up-to-date, in compliance with all applicable laws and regulations, and will not infringe the Intellectual Property Rights of any third party.

## 4.2. License to User Submissions

Subject to these Terms, by submitting User Submissions you hereby grant the Website a worldwide, irrevocable, non-exclusive, royalty-free, fully-paid, perpetual, sub-licensable, assignable and transferable license to use, reproduce, distribute, create derivative works of, publicly display, publicly perform, and otherwise commercially exploit the User Submissions in connection with the Website, and you hereby waive any moral rights in your User Submissions, to the extent permitted by law. You also hereby grant each of our users and Third-Party Sources (defined below) a non-exclusive right to use, reproduce, distribute, prepare derivative works of, publicly display and publicly perform such User Submissions in accordance with these Terms. You represent and warrant that you have all rights, permissions and authorizations needed to grant the license rights set forth in this Section 4 (User Submissions).

## 5. TERMS OF PAYMENT

### 5.1. General Provisions

The use of the Service is carried out on a payment basis. You may need to buy a subscription to use the Service ("Subscription").

By purchasing the Subscription, you agree to an initial and recurring Subscription fee at the then-current Subscription rate, and you accept responsibility for all recurring charges until you cancel your Subscription. Your Subscription continues until cancelled by you or until we terminate your access to or use of the Website or Subscription in accordance with these Terms.

You may cancel your Subscription at any time, subject to the terms of our cancellation policy.

**AUTOMATIC MONTHLY RENEWAL TERMS:** Once you subscribe, we (or our third-party payment processor) will automatically charge your Subscription fee on each renewal date. We will continue to automatically process your Subscription fee each month at the then-current Subscription rate, until you cancel your subscription. We explain how to cancel your Subscription below at the Section "Cancellation Policy".

### 5.2. Refunds

Refunds are provided in accordance with the provisions of Money-Back Guarantee policy [Learn more.](#)

### 5.3. Subscription Cancellation

You can cancel your Subscription by contacting our customer support team via email at [help@everclose.com](mailto:help@everclose.com). You will be responsible for all Subscription Fees (plus any applicable taxes and other charges) incurred for the then-current Subscription period. If you cancel, your right to use the Website will continue until the end of your then current subscription period and will then terminate without further charges. We may cancel your Subscription if you fail to pay for your Subscription, violate these Terms, or for any other reason in our sole discretion. IF YOUR SUBSCRIPTION IS CANCELLED, YOU ARE RESPONSIBLE FOR PAYMENT OF ANY OUTSTANDING BALANCES ON YOUR ACCOUNT, INCLUDING ANY FEES YOU MAY INCUR OR MAY HAVE INCURRED, AS DESCRIBED HEREIN.

## 6. PRIVACY

We respect your privacy and the use and protection of your personal information. Your submission of personal information through the Website is governed by our Privacy Policy. It contains important information and disclosures relating to the collection and use of your personal information by us.

## 7. TERMINATION OF ACCOUNT

We may suspend or terminate your use of the Website and/or account at any time, at our sole discretion without cause and without notice.

For the purposes of these Terms “termination” means deletion of the account from the Everclose’s servers and complete erasure of all data related to a User Profile. At User’s request, we may retrieve all personal data and provide in a comprehensive and readable form.

The decision regarding termination of the account is made each time by the Everclose’s Customer Service at its sole discretion.

In particular, termination of account is possible as a result of its inactivity for three months, violation of these Terms, security reasons, etc.

You may terminate your account at any time, for any reason, by contacting our Customer Service online at [help@everclose.com](mailto:help@everclose.com)

## 8. COPYRIGHT POLICY

### 8.1. Procedure for Reporting Claimed Infringement

If you believe that any content made available on or through the Website infringes your intellectual property right, please promptly send a written "Notification of Claimed Infringement" containing the following information to the designated agent identified below. Everclose may share your Notification of Claimed Infringement with the User that is possible infringer, and you consent to making such disclosure by Everclose. Your communication must include substantially the following:

A physical or electronic signature of a person authorized to act on behalf of the owner of the material(s) that has/have been allegedly infringed;

Identification of the material allegedly being infringed, or, if multiple materials are covered by a single notification, then a representative list of such works;

Identification of the specific material that is claimed to be infringing or to be the subject of infringing activity and that is to be removed or access to which is to be disabled, and information reasonably sufficient to permit Everclose to locate the material on the Website;

Information reasonably sufficient to permit Everclose to contact you, such as your name, address, telephone number, and email address;

A statement that you have a good faith belief that use of the material in the manner complained of is not authorized by the copyright or other intellectual property owner, its agent, or the law; and

Under penalty of perjury, a statement that the information in the Notification of Claimed Infringement is accurate and truthful, and that you are authorized to act on behalf of the owner of an exclusive right that is allegedly infringed.

You should consult with your own lawyer and/or review applicable law regarding copyright or other intellectual property infringement to confirm your obligations to provide a valid notice of claimed infringement.

### 8.2. Designated Agent Contact Information

Designated agent of Everclose for receipt of Notifications of Claimed Infringement can be contacted at e-mail: [help@everclose.com](mailto:help@everclose.com)

### 8.3. False Notifications of Claimed Infringement or Counter Notifications

Everclose reserves the right to seek damages from any party that submits a false notification in violation of the law, as provided for by applicable law.

## 9. DISCLAIMERS OF WARRANTIES

### 9.1. Basic Disclaimers of Warranties

Except where otherwise inapplicable or prohibited by law to the fullest extent permitted by law, you expressly understand and agree that your use of the Website is at your sole risk, and the Website is provided on an “as is” and “as available” basis.

The Released Parties (as defined in Section 5.3 above) expressly disclaims all warranties of any kind, whether express or implied, including, but not limited to, implied warranties of merchantability, fitness for a particular purpose, and non-infringement as well as any and all warranties as to products or services offered by businesses listed on the service. The Released Parties make no, and expressly disclaim any warranty that:

- (i) the Website will meet your requirements,
- (ii) the Website will be uninterrupted, timely, secure, or error-free,
- (iii) the results that may be obtained from the use of the Website, including data, will be accurate or reliable,
- (iv) the quality of any data or service available on the Website will meet your expectations, and
- (v) any errors in the service will be corrected.

Any material obtained through the use of the Website is accessed at your own discretion and risk, and you will be solely responsible for any damage to your computer system or mobile device or loss of data that results from the use of any such material.

We cannot guarantee and do not promise any specific results from use of the Website and/or its services. You agree also to take the risks of interruption of the Website for any technical reasons.

### 9.2. Absence of Any Advice on the Website

Any statement that may be posted on the Website is for informational and entertainment purposes only and is not intended to replace or substitute for any professional financial, medical, legal, or other advice.

Everclose makes no representations or warranties and, to the fullest extent permitted by law, expressly disclaims any and all liability relating to your reliance on the statements or other information offered or provided within or through the Website. If you have specific concerns or a situation arises in which you require professional or medical advice, you should consult with an appropriately trained and qualified specialist.

### 9.3. Change of the Website Information

We may change all the information provided on the Website at our sole discretion without notice.

We may at any time modify or discontinue, temporarily or permanently, the Website (or any part thereof) at our sole discretion with or without notice. You agree that we shall not be liable to you or any third party for any modification, suspension or discontinuance of the Website.

## 10. LIMITATION OF LIABILITY

Except where otherwise inapplicable or prohibited by law you expressly understand and agree that, to the fullest extent permitted by law, the Released parties shall not be liable to you for any direct, indirect, incidental, special, consequential, punitive, or exemplary damages, including, but not limited to, damages for loss of profits, goodwill, use, data or other intangible losses (even if Everclose has been advised of the possibility of such damages), resulting from:

- (a) the use, attempted use, or the inability to use the Website;
- (b) the cost of procurement of substitute goods and services resulting from any data, information, or services obtained or messages received or transactions entered into through, from, or as a result of the Website;
- (c) unauthorized access to or alteration of your transmissions or data;
- (d) statements or conduct of any user or third party on the Website;
- (e) your reliance on content or data made available by us; or
- (f) any other matter relating to the Website.

Even if Everclose is found liable under any theory, Everclose' liability and your exclusive remedy will be limited to the greater of the fees you have paid to Everclose or \$100.

This limitation of liability shall apply for all claims, regardless of whether Everclose was aware of or advised in advance of the possibility of damages or such claims. Some jurisdictions do not allow the exclusion of certain warranties or the limitation or exclusion of liability for incidental or consequential damages. Accordingly, some of the above limitations in this paragraph may not apply to you.



## 11. INDEMNITY BY YOU

To the fullest extent permitted by law, you agree to indemnify, defend, and hold harmless Everclose and all of its subsidiaries, affiliates, officers, agents, and other partners and employees, from and against any loss, liability, claim, or demand, including reasonable attorney's fees and costs, made by any third party resulting from or in any way connected with or related to your use of the Website in violation of this Agreement and/or your breach of this Agreement and/or any of your representations and warranties set forth above.

Everclose reserves the right to assume the exclusive defense and control of any matter otherwise subject to indemnification by you, in which event you will fully cooperate with, and fully indemnify, Everclose in connection therewith.

## 12. DISPUTE RESOLUTION BY MANDATORY BINDING ARBITRATION AND CLASS ACTION WAIVER

PLEASE READ THE FOLLOWING ARBITRATION AGREEMENT IN THIS SECTION 15 ("ARBITRATION AGREEMENT") CAREFULLY. IT REQUIRES YOU TO ARBITRATE DISPUTES WITH Everclose AND LIMITS THE MANNER IN WHICH YOU CAN SEEK RELIEF FROM US.

### 12.1. Applicability of Arbitration Agreement

This Arbitration Agreement governs any dispute between you and Everclose (and each of our respective agents, corporate parents, subsidiaries, affiliates, predecessors in interest, successors, and assigns) including but not limited to claims arising out of or relating to any aspect of the relationship between you and Everclose, whether based in contract, tort, statute, fraud, misrepresentation or any other legal theory; claims that arose before these Terms or any prior agreement; and claims that may arise after the termination of these Terms. However, (1) you may assert claims in small claims court if your claims qualify within the scope of your jurisdiction; and (2) you or Everclose may seek equitable relief in court for infringement or other misuse of intellectual property rights (such as trademarks, trade dress, domain names, trade secrets, copyrights, and patents). This Arbitration Agreement shall apply, without limitation, to all claims that arose or were asserted before the effective date of these Terms or any prior version of these Terms.

The relevant arbitrator shall have sole authority to determine applicability of the Arbitration Agreement in each particular case. In the event that a dispute involves both issues that are

subject to arbitration and issues that are not subject to arbitration, the parties unequivocally agree that any legal proceeding regarding the issues not subject to arbitration shall be stayed pending resolution of the issues subject to arbitration.

## 12.2. Initial Dispute Resolution

Most disputes can be resolved without resort to arbitration. If you have any dispute with Everclose, you agree that before taking any formal action, you will contact us at [help@everclose.com](mailto:help@everclose.com), and provide a brief, written description of the dispute and your contact information. The parties agree to use their best efforts to settle any dispute, claim, question, or disagreement directly through consultation with Everclose, and good faith negotiations will be a condition to either party initiating an arbitration.

## 12.3. Binding Arbitration

If the parties do not reach an agreed-upon solution within a period of sixty (60) days from the time informal dispute resolution is initiated under the Initial Dispute Resolution provision above, then either party may initiate binding arbitration as the sole means to resolve claims subject to the terms set forth below. Specifically, all claims arising out of or relating to these Terms (including the Terms formation, performance, and breach), the parties' relationship with each other, and/or your use of the Website will be finally settled by binding arbitration before one arbitrator administered by:

(1) the London Court of International Arbitration ("LCIA") if you are not a U.S. resident. Disputes are subject to the most current version of the LCIA Arbitration Rules when the notice of arbitration is submitted. Information about the LCIA's rules can be found at [https://www.lcia.org/Dispute\\_Resolution\\_Services/LCIA\\_Arbitration.aspx](https://www.lcia.org/Dispute_Resolution_Services/LCIA_Arbitration.aspx); or

(2) JAMS if you are a U.S. resident. Disputes involving claims and counterclaims under \$250,000, not inclusive of attorneys' fees and interest, shall be subject to JAMS's most current version of the Streamlined Arbitration Rules and procedures available at <http://www.jamsadr.com/rules-streamlined-arbitration/>; all other claims shall be subject to JAMS's most current version of the Comprehensive Arbitration Rules and Procedures, available at <http://www.jamsadr.com/rules-comprehensive-arbitration/>. JAMS's rules are also available at [www.jamsadr.com](http://www.jamsadr.com) or by calling JAMS at 800-352-5267.

In each case the relevant arbitration rules will apply as modified by this Arbitration Agreement. In the event of a conflict between the applicable arbitration rules and these Terms, these Terms shall govern unless otherwise agreed by the parties and the relevant arbitrator.

If the relevant administrator of arbitration is not available to arbitrate, the parties will select an alternative arbitral forum.

## 12.4. Arbitration Proceedings

Initiating Arbitration. To start an arbitration, you must follow instructions available at:

<https://www.lcia.org/adr-services/lcia-notes-for-parties.aspx#5.%20COMMENCING%20AN%20LCIA%20ARBITRATION> for LCIA; or

<https://www.jamsadr.com/submit/> for JAMS.

Arbitration Fees. If you are a consumer and you initiate arbitration, the only fee required to be paid is \$250 and the other part of the filing fee (if any) will be borne by us. If the arbitrator finds the arbitration initiated by you to be non-frivolous and/or not in bad faith, all other arbitration costs will be borne by Everclose. If Everclose initiates arbitration against you and you are a consumer, Everclose will pay for all costs associated with the arbitration. The parties are responsible for paying their own attorneys' fees unless the arbitration rules and/or applicable law provide otherwise.

Should either party bring a dispute involving issues subject to arbitration in a forum other than arbitration, the court or the arbitrator shall have the authority to award reasonable costs, fees and expenses, including reasonable attorneys' fees, incurred by the other party in successfully staying or dismissing, in whole or in part, such other proceeding or in otherwise enforcing compliance with this Arbitration Agreement.

Arbitrator Selection. The arbitrator must be neutral, and you will have a reasonable opportunity to participate in the process of choosing the arbitrator.

Arbitration Hearings. The arbitrator will conduct hearings, if any, by teleconference or videoconference (based on written and/or electronic filing of documents), rather than by personal appearances, unless the arbitrator determines upon request by you or by us that an in-person hearing is appropriate. Any in-person appearances will be held at a location which is reasonably convenient to both parties with due consideration of their ability to travel and other pertinent circumstances, provided that if you are a consumer, you have a right to an in-person hearing in your hometown area. If the parties are unable to agree on a location, such determination should be made by the administrator of arbitration or by the arbitrator.

Consumer Remedies. If you are a consumer, remedies that would otherwise be available to you under applicable laws will remain available under this Arbitration Agreement, unless you retain the right to pursue such remedies in court as per this Agreement.

Discovery of Non-privileged Information. As part of the arbitration, both you and we will have the opportunity for discovery of non-privileged information that is relevant to the claim.

Upon either party's request, the arbitrator will issue an order requiring that confidential information of either party disclosed during the arbitration (whether in documents or orally) may not be used or disclosed except in connection with the arbitration or a proceeding to enforce the arbitration award and that any permitted filing of confidential information must be done under seal.

Communications with the Arbitrator. Whenever communicating with the arbitrator, the parties must include each other – for example, by including the other party on a telephone

conference call and copying the other party on any written submissions, such as letters or emails. To the extent practicable, conferences with the arbitrator will take place by telephone conference call or email. Ex parte communications are not permitted with any arbitrator.

Choice of Law. The arbitrator shall apply:

- 1) if you are not a U.S. resident, the laws of England and Wales (also known as English Law), without regard to English Law's conflict of laws rules; or
- 2) if you are a U.S. resident, Delaware law consistent with the Federal Arbitration Act and applicable statutes of limitations, and shall honor claims of privilege recognized at law.

Arbitrator's Award. An arbitrator's award will consist of a written statement stating the disposition of each claim. The award will also provide a concise written statement of the essential findings and conclusions on which the award is based.

The arbitration award shall be final and binding on the parties. Judgment on the arbitrator's award may be entered in any court of competent jurisdiction.

## 12.5. Class Action Waiver and Jury Trial Waiver

THE ARBITRATOR HAS NO AUTHORITY TO AWARD PUNITIVE DAMAGES. NEITHER YOU NOR Everclose AGREES TO ANY ARBITRATION ON A CLASS BASIS, AND THE ARBITRATOR SHALL HAVE NO AUTHORITY TO PROCEED ON SUCH A BASIS. A PARTY MAY ASSERT A CLAIM OR COUNTERCLAIM ONLY IN THAT PARTY'S INDIVIDUAL CAPACITY AND NOT AS A PLAINTIFF OR CLASS MEMBER IN ANY PURPORTED CLASS PROCEEDING. THE ARBITRATOR MAY NOT CONSOLIDATE MORE THAN ONE PERSON'S CLAIMS AND MAY NOT OTHERWISE PRESIDE OVER ANY FORM OF CLASS PROCEEDING. UNDER THE ARBITRATION AGREEMENT, ARBITRATOR SHALL NOT COMBINE OR CONSOLIDATE MORE THAN ONE PARTIES CLAIMS WITHOUT THE WRITTEN CONSENT OF ALL AFFECTED PARTIES TO AN ARBITRATION PROCEEDING.

BY AGREEING TO THE ARBITRATION OF DISPUTES AS SET FORTH HEREIN, YOU AGREE THAT YOU ARE WAIVING YOUR RIGHT TO A JURY TRIAL AND LIMITING YOUR RIGHT TO APPEAL AND YOU UNDERSTAND THAT YOU ARE WAIVING YOUR RIGHTS TO OTHER AVAILABLE RESOLUTION PROCESSES, SUCH AS A COURT ACTION.

## 12.6. Litigation of Intellectual Property and Small Claims Court Claims

Notwithstanding the parties' decision to resolve all disputes through arbitration, either party may bring enforcement actions, validity determinations or claims arising from or relating to theft, piracy or unauthorized use of intellectual property in court with jurisdiction or in other

relevant state authority to protect its intellectual property rights. Either party may also seek relief in a small claims court for disputes or claims within the scope of that court's jurisdiction.

## 12.7. 30-Day Right to Opt Out

You have the right to opt out and not be bound by the arbitration and class action waiver provisions set forth above by sending electronic notice of your decision to opt out to [help@everclose.com](mailto:help@everclose.com) with the subject line, "ARBITRATION AND CLASS ACTION WAIVER OPT-OUT." The notice must be sent within 30 days of (a) the effective date of these Terms; or (b) your first date that you used the Website that contained any versions of the Terms that substantially included this version of the Arbitration Agreement (including class action waiver), whichever is later. Otherwise you will be bound to arbitrate disputes in accordance with the terms of these paragraphs. If you opt out of this Arbitration Agreement, Everclose also will not be bound by it.

In order to be effective, the opt out notice must include your full name and clearly indicate your intent to opt out of binding arbitration. By opting out of binding arbitration, you are agreeing to resolve disputes in accordance with Section 19.a "Governing Law and Venue."

## 12.8. Severability of Arbitration Agreement

If any portion of this Arbitration Agreement is found to be unenforceable or unlawful for any reason, (a) the unenforceable or unlawful provision shall be severed from these Terms; (b) severance of the unenforceable or unlawful provision shall have no impact whatsoever on the remainder of this Arbitration Agreement or the parties' ability to compel arbitration of any remaining claims on an individual basis pursuant to this Arbitration Agreement; and (c) to the extent that any claims must therefore proceed on a class, collective, consolidated, or representative basis, such claims must be litigated in court in accordance with Section 19.a "Governing Law and Venue," and the parties agree that litigation of those claims shall be stayed pending the outcome of any individual claims in arbitration. Further, if any part of this Arbitration Agreement is found to prohibit an individual claim seeking public injunctive relief, that provision will have no effect to the extent such relief is allowed to be sought out of arbitration, and the remainder of this Arbitration Agreement will be enforceable.

## 12.9. Survival

This Arbitration Agreement will survive any termination of your use of the Website.

## 13. CHANGES TO THE AGREEMENT AND ITS PARTIES. NOTICES

### 13.1. Changes to the Agreement

We reserve the right, at our sole discretion, to change the Agreement from time to time and at any time and without prior notice by

- a) posting the changed Agreement (or parts of it) to the Website; or
- b) otherwise giving you notice of the changes.

The changes shall be effective upon such posting by us or upon us giving you such notice, whichever is the earlier (unless we expressly indicate otherwise).

It is your responsibility to check the Website and your email account periodically for changes to these Terms and other parts of the Agreement.

Your continued use of or access to the Website following the effective date of any changes to the Agreement constitutes acceptance of those changes. This Agreement may not be changed by you, unless any changes proposed by you are expressly accepted by Everclose in writing

Any new features which are added to the Website shall also be subject to the Terms.

In this clause, the terms “change” and “changed” in relation to changes to the Agreement shall be interpreted broadly and shall include any and all modifications, amendments, revisions and restatements whatsoever, including adding or removing any portions of this Agreement.

### 13.2. Changes to Parties

We may assign or transfer all of our rights and obligations hereunder to any other person, whether by way of novation or otherwise, and you hereby give us consent to any such assignment and transfer.

You agree that posting on this Website of a version of this Agreement indicating another person as a party to this Agreement will constitute sufficient notice to you of the transfer of our rights and obligations under the Agreement with you to that party (unless otherwise is expressly indicated).

### 13.3. Notices

Without prejudice to the provisions of the preceding clause, we may choose to notify you of changes to this Agreement by posting a notice via the Website, by sending you an email, or otherwise.

If we choose to notify you about changes to this Agreement or about other matters by email, each such notification shall be effective and shall be deemed received by you immediately after being sent to the email address you have provided to us, even if:

(a) our email notification is filtered as a spam, junk, bulk, or other undesirable or low-priority message and is not displayed in your email inbox; or

(b) you do not actually read it for any other reason.

To reduce the chance that it is so filtered, please add [help@everclose.com](mailto:help@everclose.com) to your email contact book and whitelist this address as a “safe” or “approved” sender. In addition, you may wish to create a custom filter marking emails from this address as important emails for your high-priority inbox. Please contact your email service provider if you are not sure how to do any of that.

## 14. TERM OF THE AGREEMENT

This Agreement will take full force and effect when you access the Website and will remain in effect while you use the Website until your account is terminated for whatever reason.

After your account is terminated, all terms that by their nature may survive termination of this Agreement shall be deemed to survive such termination including, but not limited to, Sections 4, 6-20.

We reserve the right to take further action for our loss or the potential loss of other Users or third parties when necessary due to your breach of this Agreement, in our sole discretion.

## 15. ELECTRONIC SIGNATURE

You further acknowledge and agree that by clicking on a button labeled “SUBMIT”, “I ACCEPT”, “I AGREE” or similar links or buttons, you are submitting a legally binding electronic signature and are entering into a legally binding contract. You acknowledge that your electronic submissions constitute your agreement and intent to be bound by this Agreement.

Pursuant to any applicable statutes, regulations, rules, ordinances or other laws, including without limitation the United States Electronic Signatures in Global and National Commerce Act, P.L. 106-229 (the “E-Sign Act”) or other similar statutes, you hereby agree to the use of

electronic signatures, contracts, orders and other records and to electronic delivery of notices, policies and records of transactions initiated or completed through the Website.

Furthermore, you hereby waive any rights or requirements under any statutes, regulations, rules, ordinances or other laws in any jurisdiction which require an original signature, delivery or retention of non-electronic records, or to payments or the granting of Credits by other than electronic means.

## 16. MISCELLANEOUS

### 16.1. Governing Law and Venue

The laws of Delaware, USA excluding its conflicts of law principles, govern these Terms and your use of the Service.

To the extent that any action relating to any dispute hereunder is for whatever reason not submitted to arbitration, each of the parties submits to the exclusive jurisdiction to the courts of England and Wales to settle any disputes which may arise out of or in connection with this Agreement and that accordingly the relevant proceedings must be brought in such courts.

The parties irrevocably submit to the personal jurisdiction and venue of the courts of England and waive any defenses of improper venue or forum non conveniens.

### 16.2. Entire Agreement. Severability

This Agreement and all other provisions referenced herein contain the entire agreement between you and Everclose regarding the use of the Website. If any provision of this Agreement is held invalid, the remainder of this Agreement shall continue in full force and effect.

### 16.3. No Waiver of Breach or Default

The failure to require performance of any provision will not affect our right to require performance at any time thereafter, nor will a waiver of any breach or default of this Agreement or any provision of this Agreement constitute a waiver of any subsequent breach or default or a waiver of the provision itself.

### 16.4. Force Majeure

Everclose shall not be responsible for any failure to perform due to unforeseen circumstances or to causes beyond our reasonable control, including but not limited to: acts of God, such as fire, flood, earthquakes, hurricanes, tropical storms or other natural



disasters; war, riot, arson, embargoes, acts of civil or military authority, or terrorism; strikes, or shortages in transportation, facilities, fuel, energy, labor or materials; failure of the telecommunications or information services infrastructure; hacking, spam, or any failure of a computer, server or software, for so long as such event continues to delay Everclose' performance.

## 17. ARTIFICIAL INTELLIGENCE GENERATED CONTENT LIABILITY DISCLAIMER

By using EverClose ("the App"), you expressly acknowledge and agree to the following:

### 1. NATURE OF SERVICE

Luminaries LLC ("the Company") provides an artificial intelligence-based service that generates conversational content. You understand and agree that AI-generated responses are general, automated in nature and do not constitute professional, medical, legal, psychological, or therapeutic advice.

### 2. DISCLAIMER OF LIABILITY

The Company is exempt from any liability, direct or indirect, for:

- The accuracy, completeness, reliability, relevance, or usefulness of any AI-generated content
- Decisions, actions, or omissions taken by the user based on App content
- Physical, emotional, psychological, financial, or any other type of damage resulting from App usage
- Consequences arising from misinterpretation or misapplication of generated content
- Any improper or unauthorized use of provided information

### 3. ASSUMPTION OF RISK

The user:

- Uses the App at their sole risk
- Assumes full responsibility for any consequences arising from App usage
- Acknowledges that generated content may be inaccurate, inappropriate, or unsuitable for their specific circumstances

### 4. LIMITATION OF LIABILITY

Under no circumstances shall the Company be liable for:

- Direct, indirect, incidental, consequential, special, or punitive damages
- Loss of profit, data, opportunities, or other intangible losses
- Third-party claims arising from App usage
- Costs of substitute services

## 5. INDEMNIFICATION

The user agrees to indemnify, defend, and hold harmless the Company, its employees, officers, partners, and affiliates from any claims, damages, obligations, losses, liabilities, costs, debts, and expenses arising from:

- Use of and access to the App
- Violation of any terms of these conditions
- Violation of third-party rights
- Conduct, actions, or omissions in relation to App usage

## 6. DISCLAIMER OF WARRANTIES

The App is provided "as is" and "as available," without any warranty of any kind, express or implied, including but not limited to:

- Warranties of merchantability
- Fitness for a particular purpose
- Non-infringement of third-party rights
- Accuracy or completeness of content

## 7. EMERGENCIES AND CRISES

The App is not designed to handle emergencies or crises. In case of emergency, the user must immediately contact appropriate emergency services or qualified professionals.

## 8. NON-SUBSTITUTION

The App does not substitute:

- Professional medical, psychological, or psychiatric advice
- Treatments prescribed by qualified professionals
- Emergency interventions in crisis situations

## 9. CONTENT MODIFICATIONS

The Company reserves the right to modify, suspend, or discontinue any aspect of the App at any time without notice.

## 10. SEVERABILITY

If any provision of this clause is deemed invalid or unenforceable, the remaining provisions shall remain in full force and effect.

The user acknowledges having read, understood, and accepted all the above provisions. Continued use of the App constitutes ongoing acceptance of these terms.

# 18. DATA COLLECTION AND AI TRAINING CONSENT

By using EverClose, you explicitly acknowledge and agree that:

## a) Data Collection and Access

- The Company has access to all conversations, interactions, and data generated through your use of the App
- This includes, but is not limited to, chat logs, usage patterns, responses, and any information you share during conversations
- The Company maintains appropriate security measures to protect your data from unauthorized access

## b) Data Usage for AI Training

- Your data may be used to train, improve, and refine our artificial intelligence systems
- This process helps enhance the App's ability to provide more accurate and helpful responses
- Data used for training may be aggregated, anonymized, or processed in ways that optimize AI learning

## c) Scope of Consent

You grant the Company:

- Perpetual, worldwide, non-exclusive, royalty-free rights to use your data for AI training purposes
- Permission to analyze, process, and utilize conversation patterns to improve the AI's understanding and responses
- The right to retain and process historical conversation data for ongoing AI development

## d) Data Privacy

The Company commits to:

- Using your data solely for the purpose of AI training and service improvement
- Not selling or sharing your personal data with third parties for marketing purposes
- Maintaining appropriate technical and organizational measures to protect your data

## e) Duration of Storage

- Your data may be retained indefinitely for AI training purposes
- This remains valid even after account deletion or service discontinuation

## f) Acknowledgment

By using the App, you:

- Explicitly consent to the collection and use of your data for AI training
- Understand that this is a fundamental aspect of the service's operation and improvement
- Acknowledge that withholding this consent would impact the Company's ability to improve and maintain service quality

This data collection and AI training consent is an integral part of our service agreement and cannot be separately revoked while maintaining use of the App.

## 19. IMPORTANT NOTICES

EverClose provides an AI-powered chatbot designed for general conversation and emotional support. However, EverClose **is not a substitute for professional medical, psychological, or crisis intervention services**. The chatbot does **not provide medical advice, psychiatric counseling, or emergency assistance**.

EverClose is not a crisis support service. If you are experiencing a crisis, mental health emergency, or require professional support, we strongly encourage you to seek help from a licensed healthcare provider or a crisis support service in your country. In the U.S., you can contact:

- **988 - Suicide & Crisis Lifeline** (available 24/7)
- **Crisis Text Line:** Text **HELLO** to **741741**

EverClose assumes no responsibility for decisions made based on interactions with the chatbot. By using this service, you acknowledge that it is intended for informational and conversational purposes only and does not establish a provider-client relationship.

## 20. Account Deletion

You have the right to delete your account at any time. To do so, go to the **Settings** section of your account and click on the **"Delete Account"** option.

Once you confirm the deletion, we will permanently erase all your personal data and account information from our systems, in compliance with applicable laws and regulations. Please note that this action is irreversible, and all data associated with your account will be permanently deleted.

For further assistance, you can contact us at [help@everclose.com](mailto:help@everclose.com).

## 21. CONTACT INFORMATION

Please Contact Us with any questions regarding this Agreement.

E-mail: [help@everclose.com](mailto:help@everclose.com)

Attention of: Customer Support, Everclose.

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