

THRIVE CIRCLE, INC.

Terms and Conditions

December 8, 2021

Your use of this website and mobile application is subject to the following terms and conditions. By accessing this website and mobile application, you acknowledge that you have read and accept these terms and conditions.

For further questions about these terms and conditions, please contact us at support@thrivecircle.co.

1. DEFINITIONS

- a. The Services.** This shall mean the Thrive Circle experience, whether app or web-based.
- b. The Company.** This shall refer to Thrive Circle, Inc.
- c. User.** A person who accesses, browses, or uses the Services.
- d. The Terms.** These “Terms and Conditions” are referred to as “the Terms.”
- e. The Policies.** The user guideline and policies that govern safe usage of the Services, including but not limited to the Privacy Policy and Circle Safety Policies.
- f. Circle.** A group of people that have accepted an invitation from a particular host to have the option to join a series of recurring challenges, as a part of the Services.
- g. Action.** A daily habit that a user is intending to cultivate.
- h. Check-In.** Indicating whether you have done your intended action for the day or not, typically using the outer circle on the Thrive page of the application.
- i. Check-in insight.** When, as a part of a check-in, a user documents what they’ve noticed or learned from the attempt to perform their action.
- j. Check-in window.** The time allotted for a particular day of the challenge for acceptable check-ins; if a user does not check in within the window, then they are marked as having a “miss” for that day, with no exceptions; the window is typically two days in duration, extending from the beginning of the relevant day at midnight local time through midnight at the end of the next day; this gives users the relevant day and - as a grace period - the day after that day.
- k. Hit.** When a user does a check-in and indicates “yes” to having done their action.
- l. Reflection.** An answer to a reflection question; the questions are typically accessed with the inner circle on the Thrive page of the app, or else through the journal.
- m. Sit.** When a user answers the reflection question of the day.
- n. Challenge.** A fixed period of time (typically 7 days) during which a group of users in a circle work on their habits and deepen their relationships with one another; this is achieved by creating accountability around chosen daily actions, deeper self-awareness through daily reflections, and by allowing participants to deepen their connection through vulnerable conversations.
- o. Penalty per miss.** Sometimes abbreviated to a “penalty”, is a monetary consequence for missing your action during a challenge, which is verified either because the user did a “check in” and confirmed that they did not do their action, or else because the user did not check in at all during the “check in window” for that day of the challenge. If the user has been assigned a single buddy, they match one another’s penalties dollar for dollar; if the user has two buddies, each buddy matches half of the other two users’ penalties.
- p. Pot.** The sum of the penalties for a particular challenge, including each user’s penalty per miss for all their misses as well as the matching buddy penalties.
- q. Skip.** To opt out of an upcoming challenge for a circle you are a part of, whereas to withdraw is

to remove yourself from that circle indefinitely.

r. Net earnings. The financial results of a monetary challenge, either positive or negative; net earnings are the user's share of the pot minus the user's contributions to the pot; share of the pot consists of the sum of the user's hits and sits in the challenge divided by the sum of all users' hits and sits in the same challenge.

s. Thrive balance. The net dollar amount that you can choose to "cash out" on the website, based on your history of net earnings from challenges with monetary penalties, charges required to restore a negative balance to zero, and any previous cash-outs.

2. USAGE

a. Requirements for Usage. To use the Services, you must be capable of forming binding contracts, both with the Company and with your fellow participants. This means:

- i. You must be 18 years or older to use the Services.
- ii. If you are using the Services on behalf of an organization, you must be authorized by that organization to do so.
- iii. You cannot use the Services where they are prohibited by law.

b. Proper and Expected Usage. The proper and expected use of the Service is to help small groups of people form healthier habits and deepen their relationships with one another. The Services help to prompt and facilitate these actions, reflections and conversations, but much of the action, reflection and conversation takes place outside of the app or web platform.

3. RESERVATION OF RIGHTS AND RESPONSIBILITIES

a. Rights of Client. You have the right to personal, worldwide, royalty-free, non-assignable, non-exclusive, revocable, and non-sublicensable license to access and use the Services. This license is for the sole purpose of letting you use and enjoy the benefits provided by the Services in a way that the Terms and the Policies allow. Any software that we provide you may automatically download and install upgrades, updates, or other new features. You may be able to adjust these automatic downloads through your device's settings.

b. Responsibilities of Client. You may not copy, modify, distribute, sell, or lease any part of the Services; nor may you reverse engineer or attempt to extract the source code of that software, unless applicable laws prohibit these restrictions, or you have our written permission to do so. You are responsible for any mobile charges that you may incur for using our Services, including text-messaging and data charges. If you're unsure what those charges may be, you should ask your service provider before using the Services. If you change or deactivate the mobile phone number that you used to create an account with the Company, you are responsible for updating your account information through Settings within 72 (seventy-two) hours to prevent us from sending messages intended for you to someone else. You may not transfer any of your rights or obligations under these Terms without consent from the Company.

c. Reserved Rights of Company. Many of our Services let you create, upload, post, send, receive, and store content. When you do that, you retain whatever ownership rights in that content you had to begin with. Specifically, you grant the Company a worldwide, royalty-free license to host, store, and review that content. This license is for the limited purpose of operating, developing, providing, and improving the Services and researching and developing new ones. We reserve all rights not expressly granted to you.

d. Responsibilities of Company. We will do our best to ensure the platform(s) are up and running

as quickly as possible. Sometimes there are server issues which may prevent 24/7 availability of use of the app and/or website. We cannot guarantee that Thrive Circle will be available 24 hours a day and 7 days a week.

4. RESTRICTIONS AND REVIEW

a. Restrictions. You are responsible for any activity that occurs on your account. By using the Services, you agree to avoid behavior that could cause you or others harm, including:

- i. You will not use the Services in a way that would distract you from obeying traffic or safety laws.
- ii. You will not post content that contains pornography, graphic violence, threats, hate speech, or incitements to violence.
- iii. You will not use the Services for any purpose that is illegal or prohibited in these Terms.
- iv. You will not use any robot, spider, crawler, scraper, or other automated means or interface to access the Services or extract other user's information.
- v. You will not use or develop any third-party applications that interact with the Services or other users' content or information without our written consent.
- vi. You will not use the Services in a way that could interfere with, disrupt, negatively affect, or inhibit other users from fully enjoying the Services, or that could damage, disable, overburden, or impair the functioning of the Services.
- vii. You will not use or attempt to use another user's account, username, or password without their permission.
- viii. You will not solicit login credentials from another user.
- ix. You will not upload viruses or other malicious code or otherwise compromise the security of the Services.
- x. You will not attempt to circumvent any content-filtering techniques we employ or attempt to access areas or features of the Services that you are not authorized to access.
- xi. You will not probe, scan, or test the vulnerability of our Services or any system or network.
- xii. You will not encourage or promote any activity that violates these Terms.
- xiii. You will not create more than one account for yourself.
- xiv. You will not create another account if we have already disabled your account, unless you have our written permission to do so.
- xv. You will not buy, sell, rent, or lease access to your account without our written permission.
- xvi. You will not share your login credentials.
- xvii. You will not log in or attempt to access the Services through unauthorized third-party applications or clients.

b. Review of user-created content. While we are not required to do so, we may access, review, screen, and delete your content at any time and for any reason, including if we think your content violates these Terms. You alone though remain responsible for the content you create, upload, post, send, or store through the Services. If you are deemed to have violated any of these provisions, you will be banned from use of the Services forever.

5. INTELLECTUAL PROPERTY

a. Intellectual Property Rights. We retain the right to the exclusive use of branding, logos, de-

signs, photographs, videos, or any other materials used in our Services, including the scripts and audio of our “reflection” and “course” content. You may not use the Services or the content of the Services in ways that are not authorized by these Terms. Nor may you help or enable anyone else in doing so. Specifically, you may not copy, archive, download, upload, distribute, syndicate, broadcast, perform, display, make available, or otherwise use any portion of the Services or the content on the Services except as set forth in these Terms. You may not use the Services or any content on the Services for any commercial purposes without our consent. If you volunteer feedback or suggestions, we have the right to use your ideas without compensating you.

b. Advertisement and Referrals. Our Services may contain advertisements of or referrals to other products and services that align with our values as the Company. In consideration for the Company allowing you access and use of the Services, you agree that the Company, its affiliates, and third-party partners may place advertising on the Services. We are not responsible for services and features offered by other people or companies, even if you access them through our Services.

c. Copyright Notice. If you file a notice with our Copyright Agent, it must comply with the requirements set forth at 17 U.S.C. § 512(c)(3). That means the notice must:

- i. Contain the physical or electronic signature of a person authorized to act on behalf of the copyright owner;
- ii. Identify the copyrighted work claimed to have been infringed;
- iii. Identify the 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 let us locate the material;
- iv. Provide your contact information, including your address, telephone number, and an email address;
- v. Provide a personal statement that you have a good-faith belief that the use of the material in the manner complained of is not authorized by the copyright owner, its agent, or the law; and
- vi. Provide a statement that the information in the notification is accurate and, under penalty of perjury, that you are authorized to act on behalf of the copyright owner.

6. PAYMENT OF MEMBERSHIP FEES

a. Free Trial. To sign up for a free trial of the Services, you must choose a membership type (either a monthly billing cycle, an annual billing cycle, a bi-annual billing cycle, or a ten-year billing cycle) and provide your credit card information. The card will not be charged until the free trial of the Services expires, which it does after 30 days, unless the membership has been cancelled on the website during the free trial. If you cancel your membership, you will be able to use the Services until your free trial or current membership expires, at which point you will not be able to access content and areas in the application reserved exclusively for members until membership is set up and paid for on the website. Memberships will auto-renew unless cancelled by you.

b. Credit Card. If your credit card on file expires, or if your credit card has been cancelled when we attempt to charge it, then you will not be able to access content and areas in the application reserved exclusively for members until membership is set up and paid for on the website with a working credit card.

c. Fees. All fees are exclusive of all taxes, levies, or duties imposed by taxing authorities, and you shall be responsible for payment of all such taxes, levies or duties, excluding only United States (federal or state) taxes.

d. Changes to Membership. If you choose to change your membership plan, that will go into

effect at the end of the current billing cycle. If you choose to upgrade your membership, that will go into effect immediately, and you will be charged on a pro-rated basis for the remainder of the billing cycle. If you choose to downgrade your membership (though not canceling), that will go into effect at the end of the billing cycle. Downgrading your Service may cause loss of features or capabilities of your account. The Company does not accept any liability for such loss.

e. Refunds and Changes in Price. We do not offer refunds for membership fees. We reserve the right to change our prices going forward, unless we have given you written notice otherwise; if the price does change, it will not go into effect until the next billing cycle; you will be notified in advance so that you have the opportunity to cancel your membership if you choose.

7. COMPANY LIABILITY, INDEMNITY AND DISCLAIMERS

a. Warranties. Our Services are provided “as is” and we can’t guarantee it will be safe and secure or work perfectly all the time. TO THE EXTENT PERMITTED BY LAW, WE ALSO DISCLAIM ALL WARRANTIES, WHETHER EXPRESS OR IMPLIED, INCLUDING THE IMPLIED WARRANTIES OF MERCHANTABILITY, FITNESS FOR A PARTICULAR PURPOSE, TITLE, AND NON-INFRINGEMENT. We also do not control what people and others do or say, and we are not responsible for their (or your) actions or conduct (whether online or offline) or content (including unlawful or objectionable content).

b. Company Liability. Our responsibility for anything that happens on the Services (also called “liability”) is limited as much as the law will allow. If there is an issue with our Services, we can’t know what all the possible impacts might be. You agree that we won’t be responsible (“liable”) for any lost profit, revenues, information, or data, or consequential, special, indirect, exemplary, punitive or incidental damages arising out of or related to these Terms, even if we know they are possible. This includes when we delete your content, information, or account. Our aggregate liability arising out of or relating to these Terms will not exceed the greater of \$100 (one hundred US dollars) or the amount you have paid us in the past 12 (twelve) months.

c. Indemnity. You agree, to the extent permitted under applicable law, to indemnify, defend, and hold harmless the Company, our directors, officers, employees, and affiliates from and against any and all complaints, charges, claims, damages, losses, costs, liabilities, and expenses (including attorneys’ fees) due to, arising out of, or relating in any way to:

- i. Your access to or use of the Services;
- ii. Your content;
- iii. And your breach of these Terms.

d. Medical Disclaimer. The Content and User Submissions (including advice shared by other users) should not be considered safety and/or medical advice and should not be considered as replacements or substitutes for safety and/or medical advice. You should always talk to an appropriately qualified health care professional for diagnosis and treatment, including information regarding which medications or treatment may be appropriate for you. The Company does not represent or warrant that any particular medication or treatment (or lack thereof) is safe, appropriate, or effective for you. Do not use the Services for emergency medical needs. If you experience a medical emergency, call 911. If you are in a life-threatening situation, feel that you are a danger to yourself or others, or are having thoughts of suicide, please call the 24-hr National Suicide Prevention Lifeline at 1.800.273.8255 and notify the relevant authorities. Your call will be routed to the crisis center near you. If your issue is an emergency, call 911 immediately or go to your nearest emergency room.

e. Waiver of Class or Consolidated Actions. ALL CLAIMS AND DISPUTES WITHIN THE SCOPE

OF THIS AGREEMENT MUST BE ARBITRATED ON AN INDIVIDUAL BASIS AND NOT ON A CLASS BASIS. CLAIMS OF MORE THAN ONE CUSTOMER OR USER CANNOT BE ARBITRATED OR LITIGATED JOINTLY OR CONSOLIDATED WITH THOSE OF ANY OTHER CUSTOMER OR USER. If, however, this waiver of class or consolidated actions is deemed invalid or unenforceable, neither you nor we are entitled to arbitration; instead, all claims and disputes will be resolved in a court as set forth in Article X.

f. Third-Party Rights. These Terms do not create or confer any third-party beneficiary rights.

g. No Warranties. This web site, and all information available on or accessed through this site, is provided “as is.” Thrive makes no warranties, representations or claims of any kind concerning the information presented on or through this site.

h. Non-Enforcement. If we do not enforce a provision in these Terms, it will not be considered a waiver.

8. MODIFYING OR TERMINATING COMPANY SERVICES

a. Modifying Services. We are improving our Services all the time. That means we may add or remove features, products, or functionalities, and we may also suspend or stop the Services altogether. We may take any of these actions at any time, and when we do, we may not provide you with any notice beforehand.

b. Terminating Services. While we hope you remain a lifelong Thrive Circle user, you can terminate these Terms at any time and for any reason by deleting your account. The Company may also terminate these Terms at any time, for any reason, and without advanced notice. That means that we may stop providing you with any Services or impose new or additional limits on your ability to use the Services.

9. NON-DISPARAGEMENT AND ALTERNATIVE DISPUTE RESOLUTION

a. Non-Disparagement. In the event of a dispute between the Parties, all attempts will be made to amicably resolve the issue privately between the Parties. Parties agree they will not submit negative feedback about one another or the Business of the other while in the midst of a dispute, regardless of whether the feedback is written, published or otherwise left on any public or private forum, until all disputes are resolved consistent with the Dispute Resolution clause of this agreement. Even if resolved, Parties agree that they will ensure that any comment that is made is factual and accurate about the services that are provided.

b. Alternative Dispute Resolution. In the event of a controversy or claim arising out of or relating to this Agreement (with the exception of any dispute involving injunctive and/or other equitable relief, or workers’ compensation claims), the Parties shall first attempt to settle the dispute amongst themselves. If that is unsuccessful, then by mediation. If the dispute cannot be resolved through mediation, or within 60 days thereof, the dispute shall be settled by final and binding arbitration administered by the American Arbitration Association (AAA), or a competent neutral arbitrator agreed upon by both Parties. If the Parties cannot agree on an arbitrator, then the AAA can assign one. The arbitration will be conducted by a single neutral arbitrator. Any claims or disputes where the total amount sought is less than \$10,000 USD may be resolved through binding non-appearance-based arbitration, at the option of the party seeking relief. For claims or disputes where the total amount sought is \$10,000 USD or more, the right to a hearing will be determined by the arbitral forum’s rules. Any judgment on the award rendered by the arbitrator may be entered in any court of competent jurisdiction.

c. Non-Appearance Arbitration. If non-appearance arbitration is elected, the arbitration will be conducted by telephone, online, written submissions, or any combination of the three; the specific manner will be chosen by the party initiating the arbitration. The arbitration will not involve any personal appearance by the parties or witnesses unless the parties mutually agree otherwise.

d. Confidentiality of Arbitration. No part of the procedures will be open to the public or the media. All evidence discovered or submitted at the hearing is confidential and may not be disclosed, except by written agreement of the parties, pursuant to court order, or unless required by law. Notwithstanding the foregoing, no party will be prevented from submitting to a court of law any information needed to enforce this arbitration agreement, to enforce an arbitration award, or to seek injunctive or equitable relief.

e. Arbitrator Decision. The arbitrator will have the authority to award monetary damages and to grant any non-monetary remedy or relief available to an individual under applicable law, the arbitral forum's rules, and the Terms. The arbitrator will issue a written award and statement of decision describing the essential findings and conclusions on which the award is based, including the calculation of any damages awarded. The arbitrator has the same authority to award relief on an individual basis that a judge in a court of law would have. The award of the arbitrator is final and binding upon you and the Company.

f. Governing Law. This Agreement shall be construed in accordance with the laws of the state of Florida, without reference to its conflict of law provisions, and the obligations, rights, and remedies of the parties hereunder shall be determined in accordance with the Arbitration rules as set forth by the American Arbitration Association (AAA) and enforced by the courts in the State of Florida in Alachua County.

10. OTHER CONDITIONS

a. Severability. The unenforceability or invalidity of any clause in these Terms shall not have an impact on the enforceability or validity of any other clause. Any unenforceable or invalid clause shall be regarded as removed from these Terms to the extent of its unenforceability and invalidity. Therefore, these Terms and Conditions shall be interpreted and enforced as if it did not contain the said clause to the extent of its unenforceability and invalidity.

b. Section Headings. The section headings of this Agreement are inserted for reference only and do not affect the meaning of this Agreement.

c. Amendment or Waiver. Given the breadth of our Services, we sometimes need to craft additional terms and conditions for specific Services. The Company reserves the right to amend or waive any Terms as it sees fit and in accordance with the law. In the case additional terms and conditions are provided, they will become part of your agreement with us if you use those Services.

d. Entire Agreement. These Terms constitute the primary Terms of Agreement between THRIVE CIRCLE INC. and its clients. It supersedes and cancels any prior agreements, representations, warranties, or communications.

Copyright Notice. © 2021-2025 Thrive Circle LLC and Affiliates. All rights reserved. We claim a copyright in all proprietary and copyrightable text, graphics and computer code on this web site and mobile application, the overall design of this site, and the selection, arrangement and presentation of all materials on this site, including information in the public domain.