



## CLUB LIMITLESS BUSINESS CUSTOMER TERMS AND CONDITIONS

**1. Use and Access.** Limitless Minds Technologies, Inc. (“LMT”) grants to the customer (“Customer”) purchasing membership to the Club Limitless Application (the “App”) through a reseller a nonexclusive, nontransferable, non-sublicensable worldwide right to access and use the App as described in the reseller’s order (the “Order”) solely for Customer’s internal business purposes, subject to these Terms and Conditions (the “Terms”). LMT reserves all other rights. Customer agrees that Customer’s purchases under an Order are neither contingent on the delivery of any future functionality or features nor dependent on any oral or written public comments made by LMT regarding future functionality or features. LMT may change or discontinue any part of the App, at any time and without notice, at its sole discretion.

**1.1 Account.** LMT shall enable an account for Customer with a username for each of Customer’s Authorized Users to access the App (“Account”) as set forth in an Order. “Authorized User” means any Customer personnel who is authorized by Customer to use the App and who has been supplied with access to the App either by Customer or by LMT at Customer’s written request. Each Authorized User login is for a single user only and cannot be shared or used by more than one user. Additional Authorized User subscriptions may be purchased. Customer and its Authorized Users shall maintain the confidentiality of all usernames, passwords, access, and account information under their control. Customer shall ensure that the Authorized Users comply with all of Customer’s obligations under these Terms, and Customer shall be responsible for the acts and omissions of its Authorized Users.

**1.2 Use Limitations.** Customer will not and will not permit its Authorized Users to: (i) reverse engineer, disassemble, decompile, decode, or adapt the App; (ii) make the App or the content therein (the “Content”) available to anyone other than Authorized Users, (iii) sell, resell, rent or lease the App or the Content, (iv) modify, copy or make derivative works based upon the App or the Content; (v) interfere with or disrupt the integrity or performance of the App, (vi) attempt to gain unauthorized access to the App or its related systems or networks, or (v) use the App in any manner or for any purpose that infringes, misappropriates, or otherwise violates any intellectual property right or other right of any person, or that violates any applicable law.

**1.3 Suspension.** LMT may suspend or terminate Customer’s and any of its Authorized User’s access to the App if (i) Customer or its any of Authorized Users use the App in violation of the Terms, or (ii) if Customer’s use of the App is causing immediate and ongoing harm to LMT or others. If LMT suspends or terminates Customer’s ability to access the App in whole or in part, (i) Customer remains responsible for all fees and charges for suspended or terminated App and for other App to which Customer continues to have access, if any; and (ii) Customer will not be entitled to any compensation or credits for any period of suspension or termination, unless suspension or termination was due to LMT’ error or omission.

**2. LMT Intellectual Property.** All trade secrets, patents, patent applications, trademarks (whether registered or unregistered and including any goodwill acquired in such trademarks), service marks, trade names, copyrights, mask works, moral rights, rights in inventions, and all other intellectual property and proprietary rights (whether registered or unregistered, any application for the foregoing, and all rights to enforce the foregoing), and all other equivalent rights that may exist anywhere in the world (together, the “Intellectual Property”) in and to the App and the Content is and will be owned or licensed by LMT, except for Content created by an Authorized User.

**3. Feedback.** Customer grants LMT a worldwide, irrevocable, perpetual, sublicensable, transferable, non-exclusive license to use and incorporate any feedback or suggestions that Customer and its Authorized Users (“Feedback”) provides to LMT into the App and any other LMT services for enhancement, without any obligation of compensation. Feedback is provided by Customer “as-is,” without representations or warranties, either express or implied, including any warranties of merchantability or fitness for a particular purpose.

**3.1 Disclaimers; Limitations.** LMT provides the App on an “as-is” and “as available” basis. LMT disclaims all warranties of any kind, whether express, implied, statutory, or otherwise, including the implied warranties of merchantability, non-infringement, and fitness for a particular purpose, to the maximum extent permitted by applicable laws. EXCEPT FOR INSTANCES OF GROSS NEGLIGENCE AND WILLFUL MISCONDUCT, (I) OR OUR DIRECTORS, EMPLOYEES, OR AGENTS IS NOT LIABLE FOR ANY CONSEQUENTIAL, INDIRECT, INCIDENTAL, SPECIAL, EXEMPLARY, PUNITIVE OR ENHANCED DAMAGES, OR LOST PROFITS AND (II) LMT’S TOTAL LIABILITY, WHETHER FOR BREACH OF CONTRACT, TORT (INCLUDING

NEGLIGENCE) OR OTHERWISE, WILL NOT EXCEED THE AMOUNTS PAID AND PAYABLE BY CUSTOMER IN THE 12 MONTH PERIOD PRECEDING THE LAST CLAIM RELATED TO THAT ORDER UNDER WHICH THE CLAIM AROSE, REGARDLESS OF (A) WHETHER OR NOT SUCH DAMAGES WERE FORESEEABLE, (B) WHETHER OR NOT CUSTOMER WAS ADVISED OF THE POSSIBILITY OF SUCH DAMAGES AND (C) THE LEGAL OR EQUITABLE THEORY (CONTRACT, TORT OR OTHERWISE) UPON WHICH THE CLAIM IS BASED.

**4. Term; Termination.** These Terms will remain in effect from the date of the Order or Orders for the period of time set forth in the Order or Orders. All provisions that by their nature should survive termination of this Agreement will do so.

**5. LMT Privacy Policy.** LMT will share and store Authorized User Data to provide the Services to Customer and to each Authorized Users, and as otherwise describe in the LMT privacy policy located at <https://thinkbig-gofar.com/privacy-policy/> (the "Privacy Policy"). For example, LMT will (i) use Authorized User Data to create a dashboard for that Authorized User, and to allow an Authorized User to track their performance and App experience, and (ii) send Authorized User Data to Customer to allow Customer to track the performance and App Experience of its Authorized Users. "Authorized User Data" means the data that Authorized User's submit to the App and are generated within the App in connection with that Authorized User.

**6. Aggregate Data.** LMT may compile performance statistics and other information related to the use of its App ("Aggregated Data") for various purposes including but not limited to operation, improvement, marketing and promotion of the App. Such Aggregated Data shall not reference Customer or Authorized User by name and shall be Aggregated. "Aggregated" means to gather into a summary form de-identified Authorized User Data relating to a group or category of individuals, so that the data are not linked or linkable to any individual or household or Authorized User and cannot be re-identified, including via device identifiers or other unique identifiers. LMT retains all title, copyright and other proprietary rights to the Aggregated Data.

**7. Publicity.** Unless Customer has notified LMT to the contrary in writing (including via email), LMT may disclose Customer as a customer of LMT or the named App used by Customer or may use Customer's name and logo on LMT's website or in LMT's promotional materials.

**8. Force Majeure.** LMT will not be responsible for failure or delay of performance caused by circumstances beyond its reasonable control, including earthquake, storm, or other act of God; labor disputes; pandemic; electrical, telecommunications, or other utility failures; embargoes; riots; acts of government; or acts of terrorism or war.

**9. Miscellaneous.** The headings used herein are for identification and reference purposes only and shall not be used in the construction and interpretation of the Terms. LMT may modify the Terms at any time, in its sole discretion by posting the modified Terms on the App or through other communications. The Terms are a complete and exclusive statement of the agreement between the Parties relating to the subject matter of the Terms, and which supersedes all prior or concurrent proposals and understandings, whether oral or written, and all other communications between the Parties regarding such subject matter. The Terms will be governed by laws of the state of Washington, without regard to any laws, treaties, or conflicts of laws principles that would apply the law of any other jurisdiction. For any claims or causes of action arising out of the Terms, the Parties agree to the exclusive jurisdiction of, and venue in, the state and federal courts located King County, Washington. If a court with jurisdiction over the Parties to the Terms declares one or more provisions or parts of the Terms invalid, illegal or unenforceable, the remaining provisions will nevertheless remain in full force and effect, unless such severance would frustrate the contractual intent of the Parties. Any notice required to be given under the Terms must be in writing and delivered personally, sent via confirmed email, sent by express courier or sent by registered or certified mail, postage prepaid, to, for notice to Customer, the recipient's address provided in the Order (or any other address as a Party may designate by written notice) and, for notice to LMT, to 1301 2nd Ave, Suite 1700 Seattle, Washington 98101 or by email to [limitlessminds@thinkbig-gofar.com](mailto:limitlessminds@thinkbig-gofar.com).

