

Well-AI & Router Terms of Use

Last Modified: February 1, 2021

WELL-AI, LLC (“WELL-AI,” “we,” or “us”) offers services that allows individuals working in the oil and gas industry to navigate to well sites and other related locations and access certain aggregated well site data. WELL-AI’s services allow users to identify routes to the desired locations, which are frequently unmapped by other GPS services, and download aggregate well site data. The following terms and conditions, together with any documents they expressly incorporate by reference (collectively, “**Terms of Use**”), govern your access to and use of <http://well-ai.com> (“**Website**”), <https://router.well-ai.com> and the Router mobile applications provided by WELL-AI (together “**Router**”), including any content, functionality, and services offered on or through the Website and Router (collectively, the “**Services**”), whether as a guest or a registered user. Please read the Terms of Use carefully before you start to use the Services.

1. Acceptance of the Terms of Use

These terms of use are entered into by and between You and WELL-AI. **By using the Services or by clicking to accept or agree to the Terms of Use when this option is made available to you, you accept and agree to be bound and abide by these Terms of Use and our Privacy Policy incorporated herein by reference.** If you do not want to agree to these Terms of Use or the Privacy Policy, you must not access or use the Services.

The Services are offered and available to users who are 18 years of age or older and reside in the United States or any of its territories or possessions. By using the Services, you represent and warrant that you are of legal age to form a binding contract with WELL-AI and meet all of the foregoing eligibility requirements. If you do not meet all of these requirements, you must not access or use the Services.

If you breach these Terms, WELL-AI may take action against you, including but not limited to terminating your account. You acknowledge that WELL-AI has no obligation to, and will not, reimburse or refund you for Services lost due to involuntary suspension or termination of your account.

2. Changes to the Terms of Use

We may revise and update these Terms of Use from time to time in our sole discretion. All changes are effective immediately when we post them, and apply to all access to and use of the Services thereafter. However, any changes to the dispute resolution provisions set out in Section 27 (Governing Law and Jurisdiction) will not apply to any disputes for which the parties have actual notice before the date the change is posted on the Website or in Router.

Your continued use of the Services following the posting of revised Terms of Use means that you accept and agree to the changes. You are expected to check this page from time to time so you are aware of any changes, as they are binding on you.

3. Accessing the Services and Account Security

We reserve the right to withdraw or amend this Website, Router, and any service or material we provide on the Website or through Router, in our sole discretion without notice. We will not be liable if for any reason all or any part of the Services is unavailable at any time or for any period.

From time to time, we may restrict access to some or all parts of the Services to users, including registered users.

You are responsible for both:

- Making all arrangements necessary for you to have access to the Services.
- Ensuring that all persons who access the Services through your internet connection or devices are aware of these Terms of Use and comply with them.

To access the Services or their resources, you may be asked to provide certain registration details or other information. It is a condition of your use of the Services that all the information you provide is correct, current, and complete. You agree that all information you provide to register with this Website, Router, or otherwise, including, but not limited to, through the use of any interactive features on the Services, is governed by our Privacy Policy, and you consent to all actions we take with respect to your information consistent with our Privacy Policy.

If you choose, or are provided with, a user name, password, or any other piece of information as part of our security procedures, you must treat such information as confidential, and you must not disclose it to any other person or entity. You also acknowledge that your account is personal to you and agree not to provide any other person with access to the Services or portions of it using your user name, password, or other security information. You agree to notify us immediately of any unauthorized access to or use of your user name or password or any other breach of security. You also agree to ensure that you exit from your account at the end of each session. You should use particular caution when accessing your account from a public or shared computer or electronic devices so that others are not able to view or record your password or other personal information.

We have the right to disable any user name, password, or other identifier, whether chosen by you or provided by us, at any time in our sole discretion for any or no reason, including if, in our opinion, you have violated any provision of these Terms of Use.

4. Intellectual Property Rights

The Website, Router, and their entire contents, features, and functionality (including but not limited to all information, software, text, displays, images, video, and audio, and the design, selection, and arrangement thereof) are owned by WELL-AI, its licensors, or other providers of such material and are protected by United States and international copyright, trademark, patent, trade secret, and other intellectual property or proprietary rights laws.

Subject to your compliance with the Terms of Use, WELL-AI grants you a limited, non-exclusive, nontransferable, non-sublicenseable license to use the Services. You must not reproduce, distribute, modify, create derivative works of, publicly display, publicly perform, republish, download, store, or transmit any of the material on our Website or contained in Router, except as follows:

- Your computer or electronic device may temporarily store copies of such materials in RAM incidental to your accessing and viewing those materials.
- You may store files that are automatically cached by your Web browser for display enhancement purposes.

- You may print or download one copy of a reasonable number of pages of the Website for your own personal use and not for further reproduction, publication, or distribution.
- You may download a single copy of Router to your computer or mobile device solely for your own use, provided you agree to be bound by our end user license agreement for such applications.
- If we provide social media features with certain content, you may take such actions as are enabled by such features.

You must not:

- Modify copies of any materials from the Services.
- Delete or alter any copyright, trademark, or other proprietary rights notices from copies of materials from this site.

If you wish to make any use of material on the Website or in Router other than that set out in this section, please address your request to: legal@well-ai.com.

If you print, copy, modify, download, or otherwise use or provide any other person with access to any part of the Services in breach of the Terms of Use, your right to use the Services will stop immediately and you must, at our option, return or destroy any copies of the materials you have made. No right, title, or interest in or to the Services or any content on the Services is transferred to you, and all rights not expressly granted are reserved by WELL-AI. Any use of the Services not expressly permitted by these Terms of Use is a breach of these Terms of Use and may violate copyright, trademark, and other laws.

5. Trademarks

The WELL-AI name, the WELL-AI logo, and all related names, logos, product and service names, designs, and slogans are trademarks of WELL-AI or its affiliates or licensors. You must not use such marks without the prior written permission of WELL-AI. All other names, logos, product and service names, designs, and slogans on this Website or in Router are the trademarks of their respective owners.

6. Prohibited Uses

You may use the Services only for lawful purposes and in accordance with these Terms of Use.

6.1 Safe and Appropriate Use of the Services

You agree not to use the Services:

- In any way that violates any applicable federal, state, local, or international law or regulation (including, without limitation, any laws regarding the export of data or software to and from the US or other countries).
- For the purpose of exploiting, harming, or attempting to exploit or harm minors in any way by exposing them to inappropriate content, asking for personally identifiable information, or otherwise.
- To send, knowingly receive, upload, download, use, or re-use any material that does not comply with the Content Standards set out in these Terms of Use.

- To transmit, or procure the sending of, any advertising or promotional material, including any “junk mail,” “chain letter,” “spam,” or any other similar solicitation.
- To impersonate or attempt to impersonate WELL-AI, a WELL-AI employee, another user, or any other person or entity (including, without limitation, by using email addresses associated with any of the foregoing).
- To engage in any other conduct that restricts or inhibits anyone’s use or enjoyment of the Services, or which, as determined by us, may harm WELL-AI or users of the Services, or expose them to liability.
- To reverse engineer, disassemble, decompile, decode, adapt, or otherwise attempt to derive or gain access to the source code of any part of the Services, in whole or in part.

Additionally, you agree not to:

- Use the Services in any manner that could disable, overburden, damage, or impair the site or interfere with any other party’s use of the Services, including their ability to engage in real time activities through the Services.
- Use any robot, spider, or other automatic device, process, or means to access the Services for any purpose, including monitoring or copying any of the material on the Services.
- Use any manual process to monitor or copy any of the material on the Services, or for any other purpose not expressly authorized in these Terms of Use, without our prior written consent.
- Use any device, software, or routine that interferes with the proper working of the Services.
- Introduce any viruses, Trojan horses, worms, logic bombs, or other material that is malicious or technologically harmful.
- Attempt to gain unauthorized access to, interfere with, damage, or disrupt any parts of the Services, the server on which the Services are stored, or any server, computer, or database connected to the Services.
- Attack the Services via a denial-of-service attack or a distributed denial-of-service attack.
- Otherwise attempt to interfere with the proper working of the Services.

6.2 Your Interactions with Other People

You agree that in conjunction with your use of the Services, you will maintain safe and appropriate contact with other users and other people in the real world. You will not harass, threaten, or otherwise violate the legal rights of others. You will not trespass, or in any manner attempt to gain or gain access to any property or location where you do not have a right or permission to be, and will not otherwise engage in any activity that may result in injury, death, property damage, nuisance, or liability of any kind. If you have a dispute with any third party relating to your use of the Services, you hereby release WELL-AI (and our officers, directors, agents, subsidiaries, joint venturers, and employees) from all claims, demands, and damages (actual and consequential) of every kind and nature, known and unknown, suspected and unsuspected, disclosed and undisclosed, arising out of or in any way connected with such disputes.

7. Online Purchases and Other Terms and Conditions

Mapping to various well site (“**Routes**”) are accessible through the Services through subscriptions, which can be purchased inside of Router or negotiated through separate agreement between you and WELL-AI. Please contact WELL-AI at info@well-ai.com if you are interested in purchasing a corporate or multi-user subscription or a subscription outside of Router. Routes are also available through one-time purchases made inside of the Router mobile application. Routes are available for twenty four (24) hours after the purchase is made. You acknowledge that you do not acquire any ownership rights in or to the Routes from this purchase, and that all access to said Routes—whether through a subscription or one-time in-app purchase—does not convey any ownership of the Routes, the mapping, images, or other information provided by the Services.

Additional terms and conditions may also apply to specific portions, services, or features of the Services. All such additional terms and conditions are hereby incorporated by this reference into these Terms of Use.

8. User Contributions

The Services may contain interactive features (collectively, “**Interactive Services**”) that allow users to post, submit, publish, display, or transmit to other users or other persons (hereinafter, “**post**”) content or materials (collectively, “**User Contributions**”) on or through the Services.

All User Contributions must comply with the Content Standards set out in Section 10 of these Terms of Use.

Any User Contribution you post will be considered non-confidential and non-proprietary. By providing any User Contribution, you grant us and our affiliates and service providers, and each of their and our respective licensees, successors, and assigns the right to use, reproduce, modify, perform, display, distribute, and otherwise disclose to third parties any such material for any purpose.

You represent and warrant that:

- You own or control all rights in and to the User Contributions and have the right to grant the license granted above to us and our affiliates and service providers, and each of their and our respective licensees, successors, and assigns.
- All of your User Contributions do and will comply with these Terms of Use.

You understand and acknowledge that you are responsible for any User Contributions you submit or contribute, and you, not WELL-AI, have full responsibility for such content, including its legality, reliability, accuracy, and appropriateness.

We are not responsible or liable to any third party for the content or accuracy of any User Contributions posted by you or any other user of the Services.

9. Monitoring and Enforcement; Termination

We have the right to:

- Remove or refuse to post any User Contributions for any or no reason in our sole discretion.

- Take any action with respect to any User Contribution that we deem necessary or appropriate in our sole discretion, including if we believe that such User Contribution violates the Terms of Use, including the Content Standards, infringes any intellectual property right or other right of any person or entity, threatens the personal safety of users of the Services or the public, or could create liability for WELL-AI.
- Disclose your identity or other information about you to any third party who claims that material posted by you violates their rights, including their intellectual property rights or their right to privacy.
- Take appropriate legal action, including without limitation, referral to law enforcement, for any illegal or unauthorized use of the Services.
- Terminate or suspend your access to all or part of the Services for any or no reason, including without limitation, any violation of these Terms of Use.

Without limiting the foregoing, we have the right to cooperate fully with any law enforcement authorities or court order requesting or directing us to disclose the identity or other information of anyone posting any materials on or through the Services. YOU WAIVE AND HOLD HARMLESS WELL-AI AND ITS AFFILIATES, LICENSEES, AND SERVICE PROVIDERS FROM ANY CLAIMS RESULTING FROM ANY ACTION TAKEN BY ANY OF THE FOREGOING PARTIES DURING, OR TAKEN AS A CONSEQUENCE OF, INVESTIGATIONS BY EITHER SUCH PARTIES OR LAW ENFORCEMENT AUTHORITIES.

However, we cannot and do not undertake to review all material before it is posted through the Services, and cannot ensure prompt removal of objectionable material after it has been posted. Accordingly, we assume no liability for any action or inaction regarding transmissions, communications, or content provided by any user or third party. We have no liability or responsibility to anyone for performance or nonperformance of the activities described in this section.

10. Content Standards

These content standards apply to any and all User Contributions and use of Interactive Services. User Contributions must in their entirety comply with all applicable federal, state, local, and international laws and regulations. Without limiting the foregoing, User Contributions must not:

- Contain any material that is defamatory, obscene, indecent, abusive, offensive, harassing, violent, hateful, inflammatory, or otherwise objectionable.
- Promote sexually explicit or pornographic material, violence, or discrimination based on race, sex, religion, nationality, disability, sexual orientation, or age.
- Infringe any patent, trademark, trade secret, copyright, or other intellectual property or other rights of any other person.
- Violate the legal rights (including the rights of publicity and privacy) of others or contain any material that could give rise to any civil or criminal liability under applicable laws or regulations or that otherwise may be in conflict with these Terms of Use and our Privacy Policy.
- Be likely to deceive any person.

- Promote any illegal activity, or advocate, promote, or assist any unlawful act.
- Cause annoyance, inconvenience, or needless anxiety or be likely to upset, embarrass, alarm, or annoy any other person.
- Impersonate any person, or misrepresent your identity or affiliation with any person or organization.
- Involve commercial activities or sales, such as contests, sweepstakes, and other sales promotions, barter, or advertising.
- Give the impression that they emanate from or are endorsed by us or any other person or entity, if this is not the case.

11. Copyright Infringement

If you believe that any User Contributions violate your copyright, please contact us at legal@well-ai.com.

12. Actual Conditions; Assumption of Risk

The information presented on or through the Services is made available solely for general information purposes and is not intended to replace information provided on the road, such as travel direction, time-based restrictions, lane restrictions, road blockades, traffic signs, traffic lights, police instructions, etc. We do not warrant the accuracy, completeness, or usefulness of this information. When you use the Services map data, directions, or other content, you may find that actual conditions differ from the map results and content, so exercise your independent judgment. Any reliance you place on such information obtained from the Services is strictly at your own risk. We disclaim all liability and responsibility arising from any reliance placed on such materials by you or any other user of the Services, or by anyone who may be informed of any of its contents. You are responsible at all times for your conduct and its consequences.

THE INFORMATION PROVIDED BY THE SERVICES IS NOT INTENDED TO REPLACE INFORMATION PRESENT ON THE ROAD. IN THE EVENT THAT INFORMATION PRESENT ON THE ROAD INSTRUCTS DIFFERENTLY THAN THE SERVICES (E.G., POLICE PERSON, CONSTRUCTION DETOURS, TRAFFIC SIGNS, ETC.) INSTRUCTS DIFFERENT THAN THE SERVICES, YOU MUST NOT RELY ON THE SERVICES.

13. Internet Connection

An Internet connection is required to use the Services, and any associated charges (e.g., mobile data expenses) incurred by your use of the Services are your exclusive responsibility and made solely at your expense. Transmitting and receiving updates to and from the Services requires an online connection between your electronic device and the Internet. The expenses of such connection are as prescribed by the agreement between you and your communication service provider (such as your cellular company), and according to its applicable terms of payment.

14. Road Information

Router is designed to be used outdoors. As with any outdoor activity, WELL-AI encourages all users to exercise caution. WELL-AI urges you to be aware for your environment, avoid any inappropriate or dangerous areas, and only access areas and roads where you are permitted to be.

When walking, users should remain aware of any hazards, including defects in the path, traffic, and obstacles.

Users must exercise caution when operating a motor vehicle. Always drive vigilantly according to road conditions and in accordance with traffic laws. It is strictly forbidden to non-verbally interact with the Services or use the Services in a non-verbal manner for any purpose other than navigation while driving.

15. Changes to the Services

We may update the content on the Services from time to time, but its content is not necessarily complete or up-to-date. Any of the material on the Services may be out of date at any given time, and we are under no obligation to update such material.

16. Information About You and Your Use of the Services

All information we collect through the Services is subject to our Privacy Policy . By using the Services, you consent to all actions taken by us with respect to your information in compliance with the Privacy Policy.

17. Linking to the Services and Social Media Features

You may link to our homepage, provided you do so in a way that is fair and legal and does not damage our reputation or take advantage of it, but you must not establish a link in such a way as to suggest any form of association, approval, or endorsement on our part.

The Services may provide certain social media features that enable you to:

- Link from your own or certain third-party websites to certain content on the Services.
- Send emails or other communications with certain content, or links to certain content, on the Services.
- Cause limited portions of content on the Services to be displayed or appear to be displayed on your own or certain third-party websites.

You may use these features solely as they are provided by us solely with respect to the content they are displayed with. Subject to the foregoing, you must not:

- Establish a link from any website that is not owned by you.
- Cause the Services or portions of it to be displayed on, or appear to be displayed by, any other site, for example, framing, deep linking, or in-line linking.
- Link to any part of the Services other than the homepage.
- Otherwise take any action with respect to the materials on this Services that is inconsistent with any other provision of these Terms of Use.

The website from which you are linking, or on which you make certain content accessible, must comply in all respects with the Content Standards set out in these Terms of Use.

You agree to cooperate with us in causing any unauthorized framing or linking immediately to stop. We reserve the right to withdraw linking permission without notice.

We may disable all or any social media features and any links at any time without notice in our discretion.

18. Links from the Services

If the Services contain links to other sites and resources provided by third parties, these links are provided for your convenience only. This includes links contained in advertisements, including banner advertisements and sponsored links. We have no control over the contents of those sites or resources, and accept no responsibility for them or for any loss or damage that may arise from your use of them. If you decide to access any of the third-party websites linked to the Services, you do so entirely at your own risk and subject to the terms and conditions of use for such websites.

19. Geographic Restrictions

The provider of the Services is based in the State of Texas in the United States. We provide the Services for use only by persons located in the United States. We make no claims that the Services or any of its content is accessible or appropriate outside of the United States. Access to the Services may not be legal by certain persons or in certain countries. If you access the Services from outside the United States, you do so on your own initiative and are responsible for compliance with local laws.

20. Subscriptions and Renewal

Fees for Routes access, individual subscriptions, and other services will be stated at the time of your purchase or sign-up, as applicable. The fees for subscription plans may change at any time. Fees may be subject to tax, collected by a third party through which you transact, and are non-refundable except in the specific circumstances described in these Terms. We only accept credit cards for payment of your subscription fees.

If your subscription involves a recurring payment of a fee, unless you notify us before a charge that you want to cancel or do not want to automatically renew your subscription, you understand that it will automatically continue and you authorize us, or a third party through which you transact (without notice to you, unless required by applicable law) to collect the then-applicable fees and any taxes, using any credit card we or our authorized third party credit card processor have on record for you.

If the credit card on file for you is declined for payment of your subscription fees, we may cancel your subscription as applicable, unless you provide a new credit card. If a new credit card is provided and is successfully charged before your subscription is cancelled, your new subscription period will be based on the original renewal date and not the date of the successful charge.

21. Termination of Use of the Services

You may terminate your use of the Services at any time and for any reason. If you currently have a Route subscription, you must notify WELL-AI of your intention to terminate your subscription as described in Section 20. If you wish to terminate a corporate subscription, please contact us at info@well-ai.com.

If you do not have a subscription, you are not obligated to notify WELL-AI of your termination of the Services. However, if you would like WELL-AI to delete your personal information contained in the user account, please contact us at privacy@well-ai.com. Upon receiving such a request, WELL-AI will use reasonable efforts to delete such information; however, please note

that the information may not be deleted immediately. For more information, please see our Privacy Policy.

WELL-AI retains the right to block your access to the Services and discontinue your use of the Services at any time and for any reason WELL-AI deems appropriate, at its sole and absolute discretion.

22. Usage on Apple Devices

If you are using the Services on an Apple device, then you agree and acknowledge that:

- Apple, Inc. bears no duties or obligations to you under the Terms of Use, including but not limited to, any obligation to furnish you with Services maintenance and support;
- You will have no claims, and you waive any and all rights and causes of action against Apple with respect to the Services or the Terms of Use, including but not limited to claims related to maintenance and support, intellectual property infringement, liability, consumer protection, or regulatory or legal conformance; and
- Apple and Apple's subsidiaries are third party beneficiaries of the Terms of Use. Upon your acceptance of the Terms of Use, Apple will have the right (and will be deemed to have accepted the right) to enforce these Terms against you as a third party beneficiary thereof.

23. Well Permit Data

The information presented on or through the Services is made available solely for general information purposes and is not intended to replace information available through applicable state regulatory bodies. We do not warrant the accuracy, completeness, or usefulness of this information. Any reliance you place on such information obtained from the Services is strictly at your own risk. We disclaim all liability and responsibility arising from any reliance placed on such materials by you or any other user of the Services, or by anyone who may be informed of any of its contents.

THE INFORMATION PROVIDED BY THE SERVICES IS NOT INTENDED TO REPLACE INFORMATION PRESENT AND AVAILABLE THROUGH THIRD-PARTY STATE REGULATORY BODIES AND AGENCIES. WELL-AI MERELY PROVIDES A DATABASE FOR WELL PERMIT DATA THAT HAS BEEN SUBMITTED BY THIRD PARTIES. WELL-AI HAS NOT, AND DOES NOT, ENDEAVOR TO VERIFY THE ACCURACY OF THE INFORMATION PROVIDED BY THESE THIRD PARTIES. ANY RELIANCE PLACED UPON THIS INFORMATION IT AS YOUR OWN RISK.

24. Disclaimer of Warranties

You understand that we cannot and do not guarantee or warrant that files available for downloading from the internet or the Services will be free of viruses or other destructive code. You are responsible for implementing sufficient procedures and checkpoints to satisfy your particular requirements for anti-virus protection and accuracy of data input and output, and for maintaining a means external to our site for any reconstruction of any lost data. TO THE FULLEST EXTENT PROVIDED BY LAW, WE WILL NOT BE LIABLE FOR ANY LOSS OR DAMAGE CAUSED BY A DISTRIBUTED DENIAL-OF-SERVICE ATTACK, VIRUSES, OR OTHER TECHNOLOGICALLY HARMFUL MATERIAL THAT MAY INFECT YOUR COMPUTER EQUIPMENT, COMPUTER PROGRAMS, DATA, OR OTHER PROPRIETARY MATERIAL DUE TO YOUR USE OF THE SERVICES OR ITEMS

OBTAINED THROUGH THE SERVICES OR TO YOUR DOWNLOADING OF ANY MATERIAL AVAILABLE THROUGH THE SERVICES, OR ON ANY WEBSITE LINKED TO THE SERVICES.

YOUR USE OF THE SERVICES, ITS CONTENT, AND ANY ITEMS OR INFORMATION OBTAINED THROUGH THE SERVICES IS AT YOUR OWN RISK. THE SERVICES, THEIR CONTENT, AND ANY INFORMATION OR ITEMS OBTAINED THROUGH THE SERVICES ARE PROVIDED ON AN “AS IS” AND “AS AVAILABLE” BASIS, WITHOUT ANY WARRANTIES OF ANY KIND, EITHER EXPRESS OR IMPLIED. NEITHER WELL-AI NOR ANY PERSON ASSOCIATED WITH WELL-AI MAKES ANY WARRANTY OR REPRESENTATION WITH RESPECT TO THE COMPLETENESS, SECURITY, RELIABILITY, QUALITY, ACCURACY, OR AVAILABILITY OF THE SERVICES OR THEIR CONTENT. WITHOUT LIMITING THE FOREGOING, NEITHER WELL-AI NOR ANYONE ASSOCIATED WITH WELL-AI REPRESENTS OR WARRANTS THAT THE SERVICES, THEIR CONTENT, OR ANY INFORMATION OR ITEMS OBTAINED THROUGH THE SERVICES WILL BE ACCURATE, RELIABLE, ERROR-FREE, OR UNINTERRUPTED, THAT DEFECTS WILL BE CORRECTED, THAT OUR APP, SITE, OR THE SERVER THAT MAKES IT AVAILABLE ARE FREE OF VIRUSES OR OTHER HARMFUL COMPONENTS, OR THAT THE SERVICES OR ANY INFORMATION OR ITEMS OBTAINED THROUGH THE SERVICES WILL OTHERWISE MEET YOUR NEEDS OR EXPECTATIONS.

TO THE FULLEST EXTENT PROVIDED BY LAW, WELL-AI HEREBY DISCLAIMS ALL WARRANTIES OF ANY KIND, WHETHER EXPRESS OR IMPLIED, STATUTORY, OR OTHERWISE, INCLUDING BUT NOT LIMITED TO ANY WARRANTIES OF MERCHANTABILITY, NON-INFRINGEMENT, AND FITNESS FOR PARTICULAR PURPOSE.

THE FOREGOING DOES NOT AFFECT ANY WARRANTIES THAT CANNOT BE EXCLUDED OR LIMITED UNDER APPLICABLE LAW.

25. Limitation on Liability

TO THE FULLEST EXTENT PROVIDED BY LAW, IN NO EVENT WILL WELL-AI, ITS AFFILIATES, OR THEIR LICENSORS, SERVICE PROVIDERS, EMPLOYEES, AGENTS, OFFICERS, OR DIRECTORS BE LIABLE FOR DAMAGES OF ANY KIND, UNDER ANY LEGAL THEORY, ARISING OUT OF OR IN CONNECTION WITH YOUR USE, OR INABILITY TO USE, THE SERVICES, ANY SERVICES LINKED TO IT, ANY CONTENT PROVIDED BY THE SERVICES OR SUCH OTHER WEBSITES OR MOBILE APPLICATIONS, INCLUDING ANY DIRECT, INDIRECT, SPECIAL, INCIDENTAL, CONSEQUENTIAL, OR PUNITIVE DAMAGES, INCLUDING BUT NOT LIMITED TO, PERSONAL INJURY, PAIN AND SUFFERING, EMOTIONAL DISTRESS, LOSS OF REVENUE, LOSS OF PROFITS, LOSS OF BUSINESS OR ANTICIPATED SAVINGS, LOSS OF USE, LOSS OF GOODWILL, LOSS OF DATA, AND WHETHER CAUSED BY TORT (INCLUDING NEGLIGENCE), BREACH OF CONTRACT, OR OTHERWISE, EVEN IF FORESEEABLE.

The limitation of liability set out above does not apply to liability resulting from our gross negligence or willful misconduct.

THE FOREGOING DOES NOT AFFECT ANY LIABILITY THAT CANNOT BE EXCLUDED OR LIMITED UNDER APPLICABLE LAW.

26. Indemnification

You agree to defend, indemnify, and hold harmless WELL-AI, its affiliates, licensors, and service providers, and its and their respective officers, directors, employees, contractors, agents, licensors, suppliers, successors, and assigns from and against any claims, liabilities, damages, judgments, awards, losses, costs, expenses, or fees (including reasonable attorneys' fees) arising out of or relating to (i) your violation of these Terms of Use or your use of the Services, including, but not limited to, your User Contributions; (ii) your violation of any applicable law or regulation; (iii) your breach of any representation and/or warranty set forth herein; (iv) your negligence or willful misconduct; (v) any use of the Services' content, services, and products other than as expressly authorized in these Terms of Use; or (vi) your use of any information obtained from the Services.

27. Governing Law and Jurisdiction

All matters relating to the Services and these Terms of Use, and any dispute or claim arising therefrom or related thereto (in each case, including non-contractual disputes or claims), shall be governed by and construed in accordance with the internal laws of the State of Texas without giving effect to any choice or conflict of law provision or rule (whether of the State of Texas or any other jurisdiction).

Any legal suit, action, or proceeding arising out of, or related to, these Terms of Use or the Services shall be instituted exclusively in the federal courts of the United States or the courts of the State of Texas, in each case located in the City of Houston and County of Harris, although we retain the right to bring any suit, action, or proceeding against you for breach of these Terms of Use in your county of residence or any other relevant county. You waive any and all objections to the exercise of jurisdiction over you by such courts and to venue in such courts.

28. Limitation on Time to File Claims

ANY CAUSE OF ACTION OR CLAIM YOU MAY HAVE ARISING OUT OF OR RELATING TO THESE TERMS OF USE OR THE SERVICES MUST BE COMMENCED WITHIN ONE (1) YEAR AFTER THE CAUSE OF ACTION ACCRUES; OTHERWISE, SUCH CAUSE OF ACTION OR CLAIM IS PERMANENTLY BARRED.

29. Waiver and Severability

No waiver by WELL-AI of any term or condition set out in these Terms of Use shall be deemed a further or continuing waiver of such term or condition or a waiver of any other term or condition, and any failure of WELL-AI to assert a right or provision under these Terms of Use shall not constitute a waiver of such right or provision.

If any provision of these Terms of Use is held by a court or other tribunal of competent jurisdiction to be invalid, illegal, or unenforceable for any reason, such provision shall be eliminated or limited to the minimum extent such that the remaining provisions of the Terms of Use will continue in full force and effect.

30. Entire Agreement

The Terms of Use, our Privacy Policy, and Terms of Sale constitute the sole and entire agreement between you and WELL-AI regarding the Services and supersede all prior and contemporaneous understandings, agreements, representations, and warranties, both written and oral, regarding the Services.

31. Your Comments and Concerns

The Services are operated by WELL-AI, LLC, 700 Louisiana Street, Ste.3950, Houston, Texas 77002.

All notices of copyright infringement claims should be sent to the copyright agent designated in our Copyright Policy in the manner and by the means set out therein.

All other feedback, comments, requests for technical support, and other communications relating to the Services should be directed to: info@well-ai.com.