

Terms of Use

Last revised on: April 5, 2022

Welcome to the website of Upper Health Inc., a Delaware corporation ("Upper"). Upper is sometimes referred to herein as "we," "us," "our," "Upper" or "Company". These Terms of Use (these "Terms") govern your use of www.upper.health and other Internet sites on which these Terms are posted and/or any of Upper's web products (including any web applications that you may access or launch through our website or any other Upper products), and any Upper software, which are copyrighted works belonging to Upper, and products and services we provide through them (collectively, the website, web applications, software and other products and services accessed through the website and software, referred to as our "Site"). "You" refers to you as a user of the Site. Certain features of the Site may be subject to additional guidelines, terms, or rules, which will be posted on the Site in connection with such features. All such additional terms, guidelines, and rules are incorporated by reference into these Terms.

THESE TERMS SET FORTH THE LEGALLY BINDING TERMS THAT GOVERN YOUR USE, AND/OR VISITATION, OF THE SITE. BY ACCESSING OR USING THE SITE OR OTHERWISE INDICATING YOUR ACCEPTANCE (OR BY CLICKING TO ACCEPT OR AGREE TO THE TERMS WHEN THIS OPTION IS MADE AVAILABLE TO YOU) YOU ARE ACCEPTING THESE TERMS AND OUR PRIVACY POLICY, FOUND AT [Upper Health Privacy Policy](#), INCORPORATED HEREIN BY REFERENCE (ON BEHALF OF YOURSELF OR THE ENTITY THAT YOU REPRESENT), AND YOU REPRESENT AND WARRANT THAT YOU (1) HAVE READ, UNDERSTAND, AND AGREE TO BE BOUND BY THESE TERMS AND (2) YOU HAVE THE RIGHT, AUTHORITY, AND CAPACITY TO ENTER INTO THESE TERMS (ON BEHALF OF YOURSELF OR THE ENTITY THAT YOU REPRESENT). IF YOU DO NOT WANT TO AGREE TO THESE TERMS OR THE PRIVACY POLICY. IF YOU DO NOT AGREE WITH ALL OF THE PROVISIONS OF THESE TERMS, DO NOT ACCESS AND/OR USE THE SITE.

THESE TERMS REQUIRE THE USE OF ARBITRATION (SEE BELOW IN THE "DISPUTE RESOLUTION: SECTION) ON AN INDIVIDUAL BASIS TO RESOLVE DISPUTES, RATHER THAN JURY TRIALS OR CLASS ACTIONS, AND ALSO LIMIT THE REMEDIES AVAILABLE TO YOU IN THE EVENT OF A DISPUTE. UNLESS YOU OPT OUT OF THE ARBITRATION AGREEMENT AS DESCRIBED IN THE "DISPUTE RESOLUTION" SECTION BELOW: (1) YOU MAY PURSUE CLAIMS AND SEEK RELIEF AGAINST US ONLY ON AN INDIVIDUAL BASIS, NOT AS A PLAINTIFF OR CLASS MEMBER IN ANY CLASS OR REPRESENTATIVE ACTION OR PROCEEDING; AND (2) YOU WAIVE YOUR RIGHT TO SEEK RELIEF IN A COURT OF LAW AND TO HAVE A JURY TRIAL ON YOUR CLAIMS.

USE OF OUR SERVICES IS NOT APPROPRIATE FOR EMERGENCIES. IF YOU HAVE A MEDICAL OR MENTAL HEALTH EMERGENCY, OR IF AT ANY TIME YOU ARE

CONCERNED ABOUT YOUR CARE OR TREATMENT, CALL 911 AND/OR VISIT THE NEAREST OPEN CLINIC OR EMERGENCY ROOM.

Upper may modify these Terms at any time by updating this posting. All changes are effective immediately when we post them, and apply to all access to and use of the Site thereafter. Continued use of our Site following such changes shall indicate your acknowledgement of such changes and agreement to be bound by the terms and conditions of such changes. You are bound by any such modifications and therefore you are expected to visit this page periodically to review these Terms from time to time so you are aware of any changes.

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In the event that we offer downloads of software on the Site and you download such software, the software, including without limitation any files, images incorporated in or generated by the software, and data accompanying the software (collectively, the "Software") is licensed to you by us or third-party licensors for your personal, noncommercial home use only. We do not transfer title to the Software to you. You may

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Upper is an online platform that facilitates the marketing and sale of health and wellness services by coaches, specialists, and healthcare providers (each a "Provider") to individuals in search of health care services and Providers, recommendation services, and other ancillary services, including but not limited to scheduling and payment services related to the above. THE INCLUSION OF ANY HEALTH OR WELLNESS PROVIDER ON THE SITE SHALL NOT BE CONSIDERED AS AN ENDORSEMENT OF SUCH PROVIDER BY UPPER AND SHALL NOT IN ANY WAY MEAN THAT UPPER HAS CONDUCTED ANY DUE DILIGENCE OR OTHER INVESTIGATION REGARDING SUCH PROVIDER.

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UPPER IS NOT A PHARMACY NOR DOES IT PERFORM PHARMACY SERVICES INCLUDING ADVICE ON PRESCRIPTION MEDICATION OR OTHER HEALTH RELATED PRODUCTS. YOU ACKNOWLEDGE THAT FOR ANY ADVICE OR QUESTIONS RELATED TO MEDICATION OR PRODUCTS, YOU SHOULD CONTACT YOUR PHARMACIST OR HEALTHCARE PROVIDER.

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provide to you electronically satisfy any legal requirement that such communications be in writing.

By using our site, you acknowledge and agree that Upper will send you e-mails relating to your account and Upper promotions. You can opt out of your subscription to Upper's communication services at any time by logging in to the Site and changing your notification preferences. You may be able to unsubscribe from any emails by clicking the unsubscribe link in any of our email communications.

By using our site and opting to receive electronic communication, you acknowledge and agree that Upper will be transmitting certain details of your protected health information ("PHI") as that term is defined under HIPAA, electronically. You acknowledge and agree that while Upper takes commercially reasonable steps to protect the privacy and security of your PHI, no system is completely secure. **YOU ACKNOWLEDGE AND UNDERSTAND THAT WHILE UPPER TAKES EXCEPTIONAL MEASURES TO BE HIPAA COMPLIANT AT ALL TIMES FOR THE INTEGRITY OF GOOD PRACTICES, THAT UPPER IS BY NO MEANS REQUIRED TO BE HIPAA COMPLIANT, AND IS NOT SUBJECT TO HIPAA LAWS, AND THAT UPPER IS BY NO MEANS A HEALTHCARE PROVIDER, ENDORSES HEALTHCARE PROVIDERS, OR IS REPRESENTATION OF ANY HEALTHCARE PROVIDER.**

You acknowledge and agree that you are solely responsible for providing Upper with accurate personal information, including your first and last name, phone number, email address, and other information where we may send materials or communicate with you from. Upper is not responsible for user errors and omissions.

Accounts

Some products or services on the Site permit or require you to create an account to participate or to secure additional benefits. You agree to provide, maintain and update true, accurate, current, and complete information about yourself as prompted by our registration processes (the "Registration Data"). You represent and warrant that (a) all required registration information you submit is truthful, accurate, current and complete; (b) you will maintain the accuracy of such information. You agree that all information you provide to register with the Site or otherwise, including, but not limited to, through the use of any interactive features on the Site, is governed by our Privacy Policy [Upper Health Privacy Policy](#), and you consent to all actions we take with respect to your information consistent with our Privacy Policy. You agree not to impersonate any person or entity or misrepresent your identity or affiliation with any person or entity, including using another person's username, password or other account information, or another person's name, likeness, voice, image or photograph. You are responsible for maintaining the confidentiality of your account login information and are fully responsible for all activities that occur under your account. You also agree to notify us promptly at tech@ontheupper.com of any unauthorized use of your username, password, other account information, or any other breach of security that you become aware of involving

or relating to the Site. Upper cannot and will not be liable for any damages, losses, costs, expenses, or liabilities arising from your failure to comply with the above requirements.

You agree to use Upper and its site only to help you find a health or wellness Provider for yourself or another person. You are responsible for all communication with Providers, Upper, and any content that you upload, post, publish, display, or send via the Site. All content that you upload or share must comply with all applicable laws, rules and regulations, is appropriate and non-offensive, is non-malicious or disruptive, and that you have all necessary rights to use, share, and/or upload such content, without infringing any third party rights. Upper reserves the right to investigate and take appropriate legal action against anyone who, in Upper's sole discretion, violates this section, including without limitation, removing the offensive content from our site, suspending or terminating any account of such violations and reporting you to the law enforcement authorities. You agree to not use Upper in a manner that Upper determines is illegal, inappropriate, offensive, violent, improper, or qualifies as harassment.

You may delete your account at any time, for any reason, by following the instructions on the Site. Upper reserves the right to suspend or terminate your account and your ability to use the Site or any portion thereof, in its sole discretion, at any time and without notice, for any reason it deems necessary, including for failure to comply with these Terms or any special terms related to a particular service.

Payment and Fees

Upper facilitates the marketing and sales of health and wellness services and programs between Provider and users of the Site. Upper accepts payment in the form of credit and debit cards via third party applications such as but not limited to Stripe, Google Pay, and other payment software. Upper does not accept insurance of any kind, including but not limited to Medicaid and Medicare, or other government assistance programs. When you choose to complete a purchase with Upper, you are agreeing to pay out of pocket for health and wellness services and will be required to provide Upper or Upper's financing partner(s) with your credit card, debit card, or any other required banking information. You represent and warrant to Upper that such information is true and that you are authorized to use the payment instrument that you provide. You agree to pay Upper the amount specified in your cart or payment plan in accordance with the pricing listed on the Site and the terms and details of such service(s) by the Provider(s).

If you dispute any charges, you must let Upper know within sixty (60) days after the date that Upper charges you. You shall be responsible for all taxes associated with the Services. Providers may choose to offer financing for health care services they list for sale on the Site, at their discretion, using the widgets, tools, or special software and payment features made available by Upper to Providers and users of the Site. Upper is not responsible for the financial agreements you make with a Provider, and you acknowledge that entering into such agreements and fulfilling such obligations therein is your own financial and legal responsibility.

Upper may charge its users a percentage-based transaction fee at checkout in order to provide users of the Site with certain technology, convenience, facilitation, marketing, and supply services. Upper reserves the right to adjust its fees at our discretion and without notice.

Scheduling, Refunds and Cancellations

Upper has no control over the cost, availability or supply of its marketed Providers and cannot guarantee appointments or visitations on any specific date or time. Upper is not liable for any cancelled or unfulfilled appointments, or any injury or loss resulting from the foregoing, or for any other injury or loss related to your use of the Site or the services provided thereon.

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Links to Other Sites

The Site may contain links to third-party websites that are maintained by others. Any such links are provided solely as a convenience to you and not as an endorsement by Upper of the contents on such third-party websites. Upper is not responsible for the content of linked third-party sites and does not make any representations or warranties regarding the content or accuracy of materials on such third-party websites or the privacy practices of such third parties. If you decide to access linked third-party websites, you do so at your own risk.

Third-party Applications

On the Site, you might have an opportunity to download applications that were developed by third parties. Upper is not responsible for and makes no representations or warranties regarding the content or functionality of these third-party applications or the privacy practices of such third-party developers. If you decide to download and use any of these third-party applications, then you do so at your own risk.

Release

You hereby release and forever discharge Upper (and our officers, employees, agents, successors, and assigns) from, and hereby waive and relinquish, each and every past, present and future dispute, claim, controversy, demand, right, obligation, liability, action and cause of action of every kind and nature (including personal injuries, death, and property damage), that has arisen or arises directly or indirectly out of, or that relates directly or indirectly to, the Site (including any interactions with, or act or omission of, other Site users or any third-party websites, links and ads). IF YOU ARE A CALIFORNIA RESIDENT, YOU HEREBY WAIVE CALIFORNIA CIVIL CODE SECTION 1542 IN CONNECTION WITH THE FOREGOING, WHICH STATES: "A GENERAL RELEASE DOES NOT EXTEND TO CLAIMS WHICH THE CREDITOR DOES NOT KNOW OR SUSPECT TO EXIST IN HIS OR HER FAVOR AT THE TIME OF EXECUTING THE RELEASE, WHICH IF KNOWN BY HIM OR HER MUST HAVE MATERIALLY AFFECTED HIS OR HER SETTLEMENT WITH THE DEBTOR."

Indemnity

By using the Site, you agree, to the extent permitted by law, to defend, indemnify and hold Upper (and its officers, directors, employees, and agents) harmless, including costs, accounting and attorneys' fees, from any claim, action or demand made by any third party due to or alleging from or arising out of (a) your use of the Site, (b) your violation of these Terms, (c) your violation of applicable laws or regulations or (d) your violation of any rights of a third party. Upper reserves the right, at your expense, to assume the exclusive defense and control of any matter for which you are required to indemnify us, and you agree to cooperate with our defense of these claims. You agree not to settle any matter without the prior written consent of Upper. Upper will use reasonable efforts to notify you of any such claim, action or proceeding upon becoming aware of it.

Export Control

The United States and certain other countries control the export of products and information. You agree to comply with such restrictions and not to export or re-export the Content to countries or persons prohibited under export control laws. By downloading the Content, you are agreeing that you are not in a country where such export is prohibited and that you are not on the U.S. Commerce Department's Table of Denial Orders or the U.S. Treasury Department's list of Specially Designated Nationals. You are responsible for compliance with the laws of your local jurisdiction regarding the import, export, or re-export of the Content.

Copyright Policy

Upper respects the intellectual property rights of others. It is Upper's policy, at its discretion and when appropriate, to terminate the accounts of users who may infringe or repeatedly infringe the copyrights of third parties.

To submit a copyright infringement notification to Upper relating to the Site, including but not limited to user submissions or Content, please submit a notification pursuant to the Digital Millennium Copyright Act ("DMCA") or, as applicable, other laws, by providing the following information in writing:

- A physical or electronic signature of a person authorized to act on behalf of the owner of an exclusive right that is allegedly infringed.
- Identification of the copyrighted work claimed to have been infringed, or, if multiple copyrighted works at a single online site are covered by a single notification, a representative list of such works at that site.
- Identification of 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 permit the service provider to locate the material.
- Information reasonably sufficient to permit the service provider to contact the complaining party, such as an address, telephone number, and, if available, an electronic mail address at which the complaining party may be contacted.
- A statement that the complaining party has a good faith belief that use of the material in the manner complained of is not authorized by the copyright owner, its agent, or the law.
- A statement that the information in the notification is accurate, and under penalty of perjury, that the complaining party is authorized to act on behalf of the owner of an exclusive right that is allegedly infringed.

You acknowledge that if you fail to comply with all of the requirements of the preceding paragraph, your notification may not be valid. Please see 17 U.S.C. § 512 for more information regarding the DMCA and DMCA notifications.

Our agent to receive notification of claimed copyright infringement can be reached as follows:

By email: eric@bowerylegal.com

By mail:
Upper Health Inc.
Attn: General Counsel
251 Little Falls Drive
Wilmington, DE 19808

Dispute Resolution

PLEASE READ THIS ARBITRATION AGREEMENT CAREFULLY. IT IS PART OF YOUR CONTRACT WITH UPPER AND AFFECTS YOUR RIGHTS. IT CONTAINS PROCEDURES FOR MANDATORY BINDING ARBITRATION AND A CLASS ACTION WAIVER.

Applicability of Arbitration Agreement. All claims and disputes (excluding claims for injunctive or other equitable relief as set forth below) in connection with the Terms or the use of any product or service provided by Upper that cannot be resolved informally or in small claims court shall be resolved by binding arbitration on an individual basis under the terms of this arbitration agreement (this “Arbitration Agreement”). Unless otherwise agreed to, all arbitration proceedings shall be held in English. This Arbitration Agreement applies to you and Upper, and to any subsidiaries, affiliates, agents, employees, predecessors in interest, successors, and assigns, as well as all authorized or unauthorized users or beneficiaries of services or goods provided under the Terms.

Notice Requirement and Informal Dispute Resolution. Before either party may seek arbitration, the party must first send to the other party a written notice of dispute (“Notice”) describing the nature and basis of the claim or dispute, and the requested relief. A Notice to Upper should be sent to:

Upper Health Inc.
Attn: General Counsel
251 Little Falls Drive
Wilmington, DE 19808
get@ontheupper.com

After the Notice is received, you and Upper may attempt to resolve the claim or dispute informally. If you and Upper do not resolve the claim or dispute within thirty (30) days after the Notice is received, either party may begin an arbitration proceeding. The amount of any settlement offer made by any party may not be disclosed to the arbitrator until after the arbitrator has determined the amount of the award, if any, to which either party is entitled.

Arbitration Rules. Arbitration shall be initiated through the American Arbitration Association (“AAA”), an established alternative dispute resolution provider (“ADR Provider”) that offers arbitration as set forth in this section. If AAA is not available to arbitrate, the parties shall agree to select an alternative ADR Provider. The rules of the ADR Provider shall govern all aspects of the arbitration, including but not limited to the method of initiating and/or demanding arbitration, except to the extent such rules are in conflict with the Terms. The AAA Consumer Arbitration Rules (“Arbitration Rules”) governing the arbitration are available online at www.adr.org or by calling the AAA at 1-800-778-7879. The arbitration shall be conducted by a single, neutral arbitrator. Any claims or disputes where the total amount of the award sought is less than Ten Thousand U.S. Dollars (US \$10,000.00) 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 of the award sought is Ten Thousand U.S. Dollars (US \$10,000.00) or more, the right to a hearing will be determined by the Arbitration Rules. Any hearing will be held in the State of North Carolina, unless the parties agree otherwise. If you reside outside of North Carolina, the arbitrator shall give the parties reasonable notice of the date, time and place of any oral hearings. Any judgment on the award rendered by the arbitrator may be entered in any court of competent jurisdiction. Each party shall bear its own costs (including attorney's fees) and disbursements arising out of the arbitration and shall pay an equal share of the fees and costs of the ADR Provider.

Additional Rules for Non-Appearance Based Arbitration. If non-appearance based arbitration is elected, the arbitration shall be conducted by telephone, online and/or based solely on written submissions; the specific manner shall be chosen by the party initiating the arbitration. The arbitration shall not involve any personal appearance by the parties or witnesses unless otherwise agreed by the parties.

Time Limits. If you or Upper pursue arbitration, the arbitration action must be initiated and/or demanded within the statute of limitations (i.e., the legal deadline for filing a claim) and within any deadline imposed under the AAA Rules for the pertinent claim.

Authority of Arbitrator. If arbitration is initiated, the arbitrator will decide the rights and liabilities, if any, of you and Upper, and the dispute will not be consolidated with any other matters or joined with any other cases or parties. The arbitrator shall have the authority to grant motions dispositive of all or part of any claim. The arbitrator shall have the authority to award monetary damages, and to grant any non-monetary remedy or relief available to an individual under applicable law, the AAA Rules, and the Terms. The arbitrator shall 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 Upper.

Waiver of Jury Trial. **THE PARTIES HEREBY WAIVE THEIR CONSTITUTIONAL AND STATUTORY RIGHTS TO GO TO COURT AND HAVE A TRIAL IN FRONT OF A JUDGE OR A JURY**, instead electing that all claims and disputes shall be resolved by arbitration under this Arbitration Agreement. Arbitration procedures are typically more limited, more efficient and less costly than rules applicable in a court and are subject to very limited review by a court. In the event any litigation should arise between you and Upper in any state or federal court in a suit to vacate or enforce an arbitration award or otherwise, **YOU AND UPPER WAIVE ALL RIGHTS TO A JURY TRIAL**, instead electing that the dispute be resolved by a judge.

Waiver of Class or Consolidated Actions. **ALL CLAIMS AND DISPUTES WITHIN THE SCOPE OF THIS ARBITRATION AGREEMENT MUST BE ARBITRATED OR LITIGATED ON AN INDIVIDUAL BASIS AND NOT ON A CLASS BASIS, AND CLAIMS OF MORE THAN ONE CUSTOMER OR USER CANNOT BE ARBITRATED OR**

LITIGATED JOINTLY OR CONSOLIDATED WITH THOSE OF ANY OTHER CUSTOMER OR USER.

Confidentiality. All aspects of the arbitration proceeding, including but not limited to the award of the arbitrator and compliance therewith, shall be strictly confidential. The parties agree to maintain confidentiality unless otherwise required by law. This paragraph shall not prevent a party from submitting to a court of law any information necessary to enforce this Agreement, to enforce an arbitration award, or to seek injunctive or equitable relief.

Severability. If any part or parts of this Arbitration Agreement are found under the law to be invalid or unenforceable by a court of competent jurisdiction, then such specific part or parts shall be of no force and effect and shall be severed and the remainder of the Agreement shall continue in full force and effect.

Right to Waive. Any or all of the rights and limitations set forth in this Arbitration Agreement may be waived by the party against whom the claim is asserted. Such waiver shall not waive or affect any other portion of this Arbitration Agreement, including the rights set forth in this Arbitration Agreement as they apply to the party asserting the claim.

Survival of Agreement. This Arbitration Agreement will survive the termination of your relationship with Upper.

Small Claims Court. Notwithstanding the foregoing, either you or Upper may bring an individual action in small claims court.

Emergency Equitable Relief. Notwithstanding the foregoing, either party may seek emergency equitable relief before a state or federal court in order to maintain the status quo pending arbitration. A request for interim measures shall not be deemed a waiver of any other rights or obligations under this Arbitration Agreement.

Claims Not Subject to Arbitration. Notwithstanding the foregoing, claims of defamation, violation of the Computer Fraud and Abuse Act, and infringement or misappropriation of the other party's patent, copyright, trademark or trade secrets shall not be subject to this Arbitration Agreement.

Governing Law and Jurisdiction. All legal issues arising from or related to your use of the Site and these Terms shall be construed in accordance with and governed by the laws of the State of North Carolina applicable to contracts entered into and performed within the State of North Carolina. Solely in the event that the foregoing Arbitration Agreement permits the parties to litigate in court (a) the parties hereby agree that all matters relating to the Site and these Terms, 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 North Carolina without giving effect to any choice or conflict of law provision or rule (whether of the State of North Carolina or any other jurisdiction) and (b) any legal suit, action, or proceeding arising out of, or related to, these Terms or the Site shall be instituted exclusively in the federal courts

of the United States or the courts of the State of North Carolina, although we retain the right to bring any suit, action, or proceeding against you for breach of these Terms in your country of residence or any other relevant country. You waive any and all objections to the exercise of jurisdiction over you by such courts and to venue in such courts.

Venue and Forum Waiver. To the fullest extent permitted by law, you hereby waive any objection which you may now or hereafter have to an inconvenient venue and/or forum by way of arbitral proceeding in the state of North Carolina. If (a) you are not a U.S. citizen; (b) you do not reside in the U.S.; (c) you are not accessing the Site from the U.S.; and (d) you are a citizen of one of the countries identified below, you hereby agree that any dispute, claim, or cause of action arising from these Terms or your use of the Site shall be governed by the applicable law set forth above, without regard to any conflict of law provisions, and you hereby irrevocably submit to the jurisdiction of the courts located in the state, province or country identified below whose law governs.

Specifically excluded from application to these Terms is the United Nations Convention on Contracts for the International Sale of Goods.

General

These Terms, and our Privacy Policy, constitute the entire agreement between you and us regarding the use of the Site. Our failure to exercise or enforce any right or provision of these Terms shall not operate as a waiver of such right or provision. The section titles in these Terms are for convenience only and have no legal or contractual effect. The word “including” means “including without limitation”. If any provision of these Terms is, for any reason, held to be invalid or unenforceable, the other provisions of these Terms will be unimpaired and the invalid or unenforceable provision will be deemed modified so that it is valid and enforceable to the maximum extent permitted by law. Your relationship to Upper is that of an independent contractor, and neither party is an agent or partner of the other. These Terms, and your rights and obligations herein, may not be assigned, subcontracted, delegated, or otherwise transferred by you without Upper’s prior written consent, and any attempted assignment, subcontract, delegation, or transfer in violation of the foregoing will be null and void. Upper may freely assign these Terms. The terms and conditions set forth in these Terms shall be binding upon assignees.

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In the event of a complaint, or to request further information, the provider may be contacted in writing at get@ontheupper.com, by telephone at (910)-207-0122, or by email at get@ontheupper.com.

If you are under the age of majority in your country of residence, you should review these Terms with a parent or guardian to ensure that you and parent or legal guardian understand these Terms.