

Terms and Conditions of Service

Introduction & Scope.

Welcome, these are the Terms and Conditions of Service (hereinafter, the “**Terms**”) for the platform known as NewFrame, the mobile application software known as “NewFrame”, along with website available at www.newframeyourpain.com (the “**Site**”)

This is a legal engagement which sets out the terms and conditions by which NewFrame Your Pain LLC (hereinafter referred to as “**NewFrame**”) will provide services to you or to the legal entity you represent ‘**you**’, ‘**your**’, and/or ‘**yourself**’.

The terms ‘**us**’, ‘**its**’, ‘**ours**’ and/or ‘**we**’, as used herein, shall refer to us, NewFrame and/or our affiliates, assignees, successors and/or brands. These Terms shall supplement our Privacy Policy (the “**Policy**”), incorporated herein by reference.

User Agreement & Acceptance.

By accessing our Site, you are agreeing to be bound by these Terms, which constitute a legally binding user agreement, along with any and all applicable laws and regulations.

By using our Site, you represent and warrant that you: (a) are of legal age or legal capacity in your jurisdiction; (b) agree to all of the terms and conditions stated herein; (c) have the right, power, and authority to bind your represented entity or the agency to these terms and conditions.

You hereby acknowledge and covenant to abide by and comply with any applicable federal, state and local rules and regulations applicable to your use of our services. If you do not agree with any of these Terms, you are thereby prohibited from using or accessing this Site.

The Site’s accessibility to the user is solely provided for the user’s individual benefit. If you are using our Site in representation of a corporate third party, you hereby represent and warrant that you have the necessary power and authority in order to execute this agreement.

YOU BEAR SOLE RESPONSIBILITY FOR YOUR OWN HEALTHCARE AND PERSONAL DECISIONS. NONE OF THE CONTACT DETAILS, TELEPHONES, EMAILS, CONTENT, TEXT, AUDIO, VIDEO, INFORMATION, METRICS, DATA, NOTIFICATIONS, MEASUREMENTS OR RECOMMENDATIONS FROM NEWFRAME (IF ANY) SHOULD BE PERFORMED OR OTHERWISE UNDERTOOK WITHOUT PREVIOUS CLEARANCE FROM A PHYSICIAN OR HEALTH CARE PROVIDER.

OUR SERVICES ARE NOT A SUBSTITUTE FOR THE ADVICE OF A MEDICAL PROFESSIONAL, HEALTHCARE PROFESSIONAL OR PHYSICIAN, AND THE INFORMATION MADE AVAILABLE ON OR THROUGH THE SERVICES OR THE SITE SHOULD NOT BE RELIED UPON WHEN MAKING MEDICAL DECISIONS, OR TO DIAGNOSE OR TREAT A MEDICAL OR HEALTH CONDITION. WE ARE NOT A SUBSTITUTE FOR EMERGENCY SERVICES NOR FOR ANY TYPE OF MEDICAL FORM OF TREATMENT.

OUR SITE AND SERVICES SHOULD NOT REPLACE ANY FORM OF TREATMENT CURRENTLY BEING PERFORMED WITH A LICENSED HEALTHCARE PROFESSIONAL AND SHOULD NOT BE SEEN AS A SUBSTITUTE THEREOF. ALWAYS REMEMBER TO GET PERMISSION BY YOUR PHYSICIAN BEFORE STARTING ANY OF OUR SERVICES.

Services Offered.

NewFrame provides, operates and manages a platform that can provide its users with an interactive wellness program via multimedia content, audio, videos, text and other functionalities. We do not employ physicians or medical providers in a capacity in which they would use their licenses. We also provide other online services, as indicated on our Site from time to time (collectively, the “**Services**”).

Account Registration, Verification and Safety.

In order to use our Services, you must create an account, including all mandatory fields on the registration form. You must provide accurate and complete information, and you hereby agree to keep secret the password chosen upon creating your account and not to communicate it to anybody. If you lose or disclose it, you must promptly inform us. You are solely responsible for the activity that occurs on your account and for keeping your password secure and confidential, and must notify us immediately of any breach or unauthorized use of your account.

Service Eligibility.

NewFrame does not provide its Services to persons under the age of eighteen (18). Users under the age of eighteen (18) may not register an account with us, even with the express, unequivocal consent of their legal guardians.

Accordingly, we reserve the right to request any and all applicable proof of identification and consent proof from our users, at any moment, without prior notice, and at our sole and final discretion. Upon the failure to provide such proof of age, we reserve the right to immediately freeze, block or cancel the account, with no liability.

User Support.

If you have any questions or complaints regarding the Site or our Services, please contact us by email as indicated on our contact web page. We will undertake commercially reasonable efforts in order to answer as quickly as possible. You must provide us with full details of your service query so that we can clearly assess your concerns.

Please keep in mind that you need specific computer equipment, internet connection, on-site power and network infrastructure in order to connect to, use and access our Services, for which we are not responsible.

Billing and Subscription Terms.

Our Site will indicate the payment options (e.g. monthly, quarterly or yearly). Your paid account will automatically renew until before the end of the then current subscription period. Your account will be charged for renewal prior to the end of the current period (e.g. on a 30 day period, billing will be done on the 31st day). All information and personal data provided during a paid or free trial subscription will be treated as per the terms of our Policy.

You can change or cancel your current subscription during the active period, and you will be able to use the paid functionalities of the Services until the subscription period ends. You can elect to upgrade, downgrade or cancel your subscription at any time, by accessing your account and following the necessary steps or by contacting us.

Payment Terms.

We rely on authorized third-party payment processors in order to bill you through a payment account linked to you, and henceforth you hereby authorize us to charge the pertinent fees through your indicated payment processing account. Sensitive financial details are stored only by our payment providers.

Such third party payment processors are also the ones that process, manage, operate and deliver the payments of your end customers, not NewFrame. We only charge you your subscription fee.

Accordingly, NewFrame shall not be held responsible for any and all errors, fees and currency conversion fees by our payment processors, and you should review its terms and policies from time to time, which will govern the provision of services to you.

Disputes & Charge-backs.

You must provide us with valid and current billing information. Except as expressly set forth herein, all payment charges are final and non-cancelable. If we detect any chargeback or if any payment is not received by us or our payment processors for any reason, you will promptly pay us any and all amounts due to us upon notice. Any failure or inability by us to process any payment hereunder does not relieve you from your payment obligations.

A chargeback is typically caused when a customer disputes a charge that appears on their bank or payment processing statement. A charge-back may result in the reversal of a transaction, with the amount charged back to you. You can be assessed charge-backs for: (i) customer disputes; (ii) unauthorized or improperly authorized transactions; (iii) transactions that do not comply with payment processor network rules or are allegedly unlawful or suspicious; or (iv) any reversals for any reason by our payment processor or the institutions handling the transaction.

When a chargeback is issued, you are immediately liable to NewFrame for the full amount of payment of the chargeback, plus any associated fees, fines, expenses or penalties (including those assessed by our payment processor or the financial institutions handling the transaction). Accordingly, you hereby represent and warrant that you expressly appoint NewFrame as your agent, with full power to recover these amounts by debiting your account or setting off any amounts owed to you by us.

If we are unable to recover funds related to a charge-back for which you are liable, you will pay us the full amount of the chargeback immediately upon demand; thus you agree to pay all costs and expenses, including without limitation, costs assessed by our payment processor, legal fees and other legal expenses, incurred by or on behalf of us in connection with the collection of any unpaid charge-backs unpaid by you.

Refund Policy.

If you have a problem with your payment, please contact us as soon as possible. You can cancel your account at no charge within the first thirty (30) days after purchase. For other concerns, please include a description of the Service's functionality in question, including the reason for your technical query, your name, address, account info and payment details.

Our refund policies apply only to our Services. Please take notice that NewFrame should not be involved with internal decisions of your personal health, and that it will hold no liability whatsoever.

User Code of Conduct.

As our user, you agree not to undertake, motivate, or facilitate the use or access of the Site or the Services in order to:

- Infringe these Terms, or allow, encourage or facilitate others to do so.
- Plagiarize and/or infringe on the intellectual property rights or privacy rights of any third party, including any breach of confidence, copyright, trademark, patent, trade secret, moral right, privacy right, right of publicity, or any other intellectual property or proprietary right.
- Collect, receive, transfer or disseminate any personally identifiable information of any person without due consent from the title holder.
- Republish, sell, rent or sub-license content or materials from the Site without our authorization.
- Reproduce, duplicate or copy material from the Site without our authorization.

- Use any automated or manual process to obtain, copy, process, access and/or use our Site or Services or any part therefrom to capture unauthorized data or content, for any purpose.
- Enable, undertake, program or execute any type of system, computer program or technique in order to data-mine, retrieve, scrape, index or otherwise extract unauthorized information from NewFrame or any portion or data feeds therefrom. For purposes of clarification, such actions will include the use of persons, site search/retrieval applications, software ‘robots’ and ‘spiders’ and any analogous data gathering and extraction tools, regardless of the type and amount of information intended for extraction.
- Use of our Services to disseminate any type of computer viruses, worms, defects, trojan horses or other items of a destructive nature.
- Undertake any action that will or may cause an unreasonable load on NewFrame’s and/or its partners’ and affiliates’ technology or infrastructure, or otherwise make excessive traffic demands from NewFrame.
- Intercept or monitor activity via our Site or Services, without our express authorization.
- Otherwise reverse engineer, decompile or extract the proprietary code of the Site and our Services.

Account Suspension & Termination.

NewFrame encourages you to report violations of our guidelines and Terms. Users undertaking conducts that may constitute a factual –or even alleged– breach of these Terms, including but not limiting, using automated mechanisms to make fraudulent communications, may become subject to immediate account suspension/termination, at our sole and final discretion, without notice and without responsibility.

We reserve the right, at our sole and final discretion, to deactivate, freeze, suspend or terminate any account upon any factual or alleged breach of these Terms. You must notify us immediately of any change in your eligibility to use our platform, or if you suspect a breach of security or unauthorized use of your account.

You acknowledge and agree that we may report any activity that we believe may violate any law to law enforcement, regulators or other relevant third parties, and that any violation of the aforementioned provisions may result in the immediate termination of your access to the Site or our Services.

Newsletter, Opt-out.

The Site may allow you to subscribe to our newsletter service, which may be provided by us or through an authorized third party. Through our newsletter, you may receive information according to your user preferences. As our user, you will receive a conspicuous communication indicating your subscription thereof, and you will be able to select the amount and type of emails received by you. If you wish to unsubscribe, you will find ‘unsubscribe’ and similar links on our electronic communications, and also in your account preferences.

Any commercial electronic communication that you receive from us our partners, licensors, suppliers and affiliates will require your prior consent to such communication. Our commercial communications will include measures in order for you to stop receiving them, usually through an unsubscribe link. Please see our Policy for more information.

User Licenses.

Limited License. NewFrame grants you a limited, non-exclusive, revocable, royalty free and non-transferable license to utilize and access the Services. You are prohibited from duplicating, re-engineering, reverse engineering, modifying or otherwise using the Services, in whole or in part. NewFrame does not grant any express or implied right to you under any patents, trademarks, copyrights or trade secret information; and you shall have no right, either directly or indirectly, to own, use, loan, sell, rent, lease, license, sublicense, assign, copy, translate, modify, adapt, improve or create any new or derivative works from, or display, distribute, perform or in any way exploit any downloaded Services and computer applications, in whole or in part.

Feedback License. You hereby grant NewFrame an unlimited, non-exclusive, sub-licensable, assignable, royalty-free, perpetual, irrevocable, for all the countries and territories through the world, right and license to use, host, store, reproduce, modify, create derivative works (such as those resulting from translations, adaptations or other changes), communicate, publish, publicly perform, publicly display and distribute such any suggestions, feedback, recommendations, comments and know how that you provide to NewFrame regarding the Site and Services.

Proprietary Rights.

The trademarks, copyright, service marks, trade names and other intellectual property rights and proprietary notices displayed on the Site and the Services are the property of or otherwise are licensed to NewFrame and its licensors and affiliates, whether acknowledged (or not), and which are protected under intellectual property laws, including copyright laws and treaties and other jurisdictions throughout the world.

Respective title holders may or may not be affiliated with us or our affiliates, partners and advertisers. No section hereof shall be construed as intent to grant to you any right transfer or interest in the Site or our Services, in whole or in part.

You acknowledge and agree that any and all infringing use or exploitation of copyrighted content in the Site and/or the Services may cause us, our affiliates, licensors or content providers irreparable injury, which may not be remedied solely at law, and therefore our affiliates, licensors or content providers may seek remedy for breach of these Terms, either in equity or through injunctive or other equitable relief.

Third-party Websites and Content.

From time to time, our Site and Services may contain hyperlinks to other websites. These links are for your personal convenience and to provide you with further information which may be of interest to you. The provision of such links does not imply any endorsement of such third-party websites (or their products and services). Please review the applicable terms and policies of such websites, including their privacy and data collection practices.

We may place ads and promotions from third-party sources on the Site. Accordingly, your participation or undertakings in promotions of third-parties other than NewFrame, and any terms, conditions, warranties or representations associated with such undertakings, are solely between you and such third-party. NewFrame is not responsible or liable for any loss or damage of any sort incurred as the result of any such dealings or as the result of the presence of third-party advertisers on the Site.

App Store Terms.

This section will apply to any mobile application software (the “**App**”), which now or in the future might be distributed by NewFrame via the Apple Inc. or Google Inc. (and their affiliates) app stores. You hereby acknowledge and agree that these Terms are executed between NewFrame and you, and not between Google or Apple. Henceforth, the license granted to you for the App is also limited to a non-transferable license to use the App an authorized third party device activated product that you own or control, and as permitted by the terms of use set forth in the applicable app store.

These Terms may not provide for usage rules for the App that are less restrictive than the usage rules set forth for licensed applications that otherwise are in conflict with, Google’s or Apple’s app stores terms of service.

NewFrame, and not any such third party app store provider, shall be solely responsible for the App and any and all content thereof. NewFrame is solely responsible for the App, the Services and the content thereof.

To the extent these Terms provides for terms of use or licenses for the App that are less restrictive than the terms of use set forth in the applicable app store, or that otherwise are in conflict with their respective of use, the more restrictive term shall govern.

NewFrame is solely responsible for providing any maintenance and support services with respect to the App, and neither Apple nor Google have any obligation to furnish any maintenance and support services thereof.

In the event of any failure of the App to conform to any applicable warranty, you may notify Apple or Google, and they may refund you the purchase price for the App only (if any); and, to the maximum extent permitted by applicable law, neither Apple nor Google will have other warranty obligation whatsoever with respect to the App, and any other claims, losses, liabilities, damages, costs or expenses attributable to any failure to conform to any warranty will NewFrame's responsibility.

You hereby acknowledge and agree that Apple and Google (and their affiliates), are third party beneficiaries of these Terms, and that, upon your acceptance of the terms and conditions of these Terms, Apple and Google will have the right (and will be deemed to have accepted the right) to enforce these Terms against you as third party beneficiaries thereof.

Limited Guarantee.

NewFrame shall make all commercially reasonable efforts to ensure that any interface or integration from a third party provider or system as part of the Services operates correctly. Notwithstanding, you acknowledge that the successful operation of any interface or integration is dependent upon the technical set up of said third party systems, such as Amazon Web Services and other infrastructure and cloud computing providers.

Accordingly, you agree that: (i) NewFrame cannot be held liable for any failures in the operation of the interface or integration resulting from acts or omissions by you or the third party; (ii) NewFrame shall have no liability or obligation whatsoever to you in relation to the content on or use of, or correspondence with any third party website or service made available via the Services.

If an issue arises with regard to the effective operation of an interface or integration to a third party provider or system, NewFrame will use its commercially reasonable efforts to resolve the issue.

No Endorsement.

The images, texts, posts, information, photographs and other content and media displayed on or through the Site and our Services are not necessarily available and any results therefrom – which we cannot ultimately control – are out of our ultimate and complete scope. Some or all of the images shown in the Site are licensed and/or purchased stock photos, and are only shown for illustration purposes. Some or all of the content displayed in the Site is undertaken by external third parties, and does not reflect NewFrame's opinions, nor do NewFrame, its affiliates, subsidiaries, officers, employees and agents guarantee its actual veracity or make any endorsement thereof.

You acknowledge and agree that NewFrame shall not be required to actively monitor nor exercise any editorial control whatsoever over the content of any material or information created, obtained or accessible through the Services or Site. Each registered user is solely responsible for the contents of their communications and may be held legally liable or accountable for the content of their comments or other material or information.

Changes to the Services.

NewFrame reserves the right to modify, amend, suspend, terminate, upgrade, update or otherwise modify these Terms, the Site and the Services, at any time and without notice. Any changes will be displayed on the Site, and we may also notify you by email. As a general rule, we will try to not diminish the functionalities available to

your Service tier, and in the case of increased or newly available functionalities, we will inform you before their activation, including the timeframe to accept new payment terms.

Please refer to the last effective date where changes were last undertaken by us. Your use of our Services after the effective date of any update— either by an account registration or simple use – thereby indicates your acceptance thereof.

Service Level Agreement.

For technical inquiries, please contact our tech support team. Notwithstanding the foregoing, some of the Services and functionalities of the Site are offered by third party platforms such as Amazon Web Services. Accordingly, any and all functionalities of the Site are subject to their terms and conditions and Service Level Agreements, available online for your reference.

User Privacy.

By disclosing any data and personally identifying information to us, you agree to our Policy, including the collection, process, storage and disclosure of such personally identifiable information, including to our affiliates, partners and clients. For more information, please read our Policy.

Confidentiality.

Neither party shall disclose any Confidential Information to any third party except to its employees, attorneys, tax or accounting professionals who have a legitimate need to know and who have agreed to be bound by the provisions of a confidentiality agreement at least as stringent as the ones herein. Each party shall further protect the Confidential Information to the same extent as it protects its own information of a similar type.

For the purposes herein stated, “Confidential Information” shall be defined as the digital, verbal and/or written disclosures, documents or communications, stored in either written, graphic, digital, optical electromagnetic form or in software as a service systems, commonly known as “the cloud”, e-mails, optical disks, memory cards or removable drives or any other means that can retain information.

Confidential Information shall not include, information that: (i) is in the public domain at the time of disclosure; (ii) becomes publicly available through no fault of the recipient party and without breach of these Terms, (iii) is already in the lawful possession of a party without restriction prior to disclosure; (iv) becomes rightfully known to a party without restriction from a source other than the disclosing party; or that (v) is required to be disclosed by virtue of an order of a competent court or a legal requirement; shall not be deemed Confidential Information.

User Representations and Warranties.

You hereby represent, warrant and covenant that: (i) your use of our Site and Services, and all your uploaded and used data shall be at all times compliant with these Terms and all local, state, federal and international laws and regulations applicable to you and your organization; (ii) you have obtained all necessary rights, releases and permissions to provide any data to NewFrame and its affiliates, licensors and agents; and to grant the rights granted to NewFrame in these Terms, including without limitation any intellectual property rights or rights of publicity, privacy and any use, collection and disclosure authorized.

Term, Termination.

The term hereof shall begin on the date that comes first among: (i) first access to the Site; (ii) your first access or execution of our Services; or (iii) NewFrame begins providing its Services to you.

The term hereof will automatically end on the earlier date of either your: (i) account deactivation, suspension, freezing or deletion; (ii) access termination or revocation for our Services; (iii) NewFrame's termination of these

Terms, at its sole and final discretion; (iv) the termination date indicated by NewFrame to you from time to time; or (v) NewFrame's decision to make the Site or the Services no longer available for use, at its sole and final discretion.

Termination for Cause by NewFrame.

These Terms, along with any and all licenses granted hereof may or will automatically terminate if you breach any of the terms and conditions contained herein. Upon termination for breach, your rights to use our Site, our Services and any information provided or generated thereby shall cease and you shall not be entitled to any compensation, credit, remedy or refund of any nature. In this case, please contact our support department in order to initiate the process of receiving a backup copy of your user data, if any, subject to the terms and conditions of our providers, such as Amazon Web Services.

Specific Health Disclaimer.

The information contained within NewFrame is not intended to provide specific physical or mental health advice, nor the practice of the physical therapy, medical, pharmaceutical and/or the infirmity professions or any other medical advice whatsoever, for any individual or company, and should not be relied upon in that regard. Neither NewFrame nor its affiliates are health, medical and/or fitness professionals, their advice (if any) is not meant as a substitute for medical advice, no doctor-patient relationship arises between you and NewFrame, and nothing on this Site or our Services should be misconstrued to mean otherwise.

NewFrame does not own, manage and/or control any healthcare services company, nor does it engages into the legal, managerial, logistical, safety or regulatory activities necessary for any type of health, medicine, infirmity, health professional or medical profession planning, organization or execution. Henceforth, NewFrame's responsibilities are limited to providing a platform for the promotion of NewFrame's Services. We are not responsible for any personal health sessions, appointments or reviews, whether they are undertook or not, whether they take place or not, whether they have any medical, technical or legal merit, or if they satisfy the personal needs of you or any person.

For people in poor health or with pre-existing physical or mental health conditions, there may be risks associated with the content, text, audio, video, information, metrics, data, notifications, measurements or recommendations provided by NewFrame via the Site (if any). Due to the existence of these risks, no one should not implement any healthcare decisions, tutorials, programs or recommendations, nor any exercise or physical routine indicated or recommended by NewFrame if such person is in poor health or has a pre-existing mental or physical health condition, or if such person is not currently able to assess whether he or she will be overall fit to take any recommendations from any person or entity.

As NewFrame's customer, you agree that your use of NewFrame and any and all contact details, telephones, emails, content, text, audio, video, information, metrics, data, notifications, measurements or recommendations are provided at your own risk, not NewFrame's, and it is your responsibility to maintain such health, liability, hazard, personal injury, medical, life, and other insurance policies as you deem reasonably necessary for any injuries that you or your customers may incur while providing your own fitness services or even while you are using our Services.

If any person chooses to implement any of the information contained in any contact details, telephones, emails, content, text, audio, video, information, metrics, data, notifications, measurements or recommendations (if any), such person does it at its own free will and accord, knowingly and voluntarily accepting all risks associated with such activities. Accordingly, as our customer, you hereby acknowledge and agree that neither NewFrame nor its affiliates, agents, representatives, employees or officers have any obligation to review your mental and/or physical health and/or status or those of your end customers.

Neither NewFrame nor its affiliates, agents, representatives, employees or officers are responsible for any injuries or health problems which you or any person may experience, or even death, as a result of implementing any content, text, audio, video, information, metrics, data, notifications, measurements or recommendations via NewFrame's customers own professional services or even through our Services or Site.

Both you as our customer and NewFrame mutually acknowledge and agree that NewFrame will not be responsible for any damages or loss caused, or alleged to be caused, by the transmission of personally identifiable information prior to its encryption and receipt by NewFrame's server(s), whether owned, controlled or leased. Excluded damages will include, but will not be limited to, damages resulting from fraud, embezzlement, theft, identity theft, or invasion of privacy.

Disclaimer of Warranty.

To the fullest extent permissible under applicable law, the Site and the Services are provided to you "as is", with "all faults" and "as available", without warranty of any kind. NewFrame, and its affiliates, clients, agents, officers, licensors and/or distributors, do not make, and hereby disclaim, any and all express, implied or statutory warranties, either by statute, common law, custom, usage of trade, course of dealing or otherwise, however arising, including implied warranties of description, quality, fitness for a particular purpose, non-infringement, non-interference with use and/or enjoyment.

In no event shall NewFrame, its affiliates, clients, agents, officers, licensors, distributors and/or any authorized third party, be held liable for any special, indirect, incidental or consequential damages, including losses, costs or expenses of any kind resulting from possession, access, use, inaccessibility or malfunction of the Site or the Services, including but not limited to, loss of revenue, profits, business, loss of use or lack of availability of computer resources; whatsoever arising out of or related thereto, whether arising in tort (including negligence), contract, strict liability or other legal or equitable theory and whether or not NewFrame, its affiliates, clients, licensors and/or distributors have been advised of the possibility of such damages.

Limitation of Liability.

If a user suffers loss or damage as a result of NewFrame's negligence or failure to comply with these Terms, any claim by such user against us will be limited in respect of any one incident, or series of connected incidents, to the fees paid by such user in the previous three (3) months or the amount of direct loss or damage suffered by the customer, whichever is less.

These Terms provide you with specific legal rights, and you may have other rights that may vary from jurisdiction to jurisdiction. Legislation of some states/countries does not allow certain limitations of liability, and henceforth this limitation of liability shall apply to the fullest extent permitted by law in the applicable jurisdiction.

Indemnification.

You shall indemnify, hold harmless, and defend NewFrame, its affiliates, clients, agents, officers, licensors, distributors and/or any authorized representatives, and the officers, directors and employees of each (jointly, the "**NewFrame's Indemnitees**") from and against any and all third party liabilities, claims, causes of action, suits, losses, damages, fines, judgments, settlements and expenses (including any and all reasonable outside attorneys' fees and court costs) which may be suffered, made or incurred by any of such NewFrame's Indemnitees arising out of or relating to: (i) any breach of any warranties, representations and/or covenants made by you hereunder (to the extent not arising substantially from any breach hereof by NewFrame); and/or (ii) any third party claim arising out of or in relation to NewFrame or use thereof in combination with your business platform, including without limitation, any claim that NewFrame violates, infringes, or misappropriates any proprietary or intellectual property right of any third party, including without limitation, any privacy right of any person, or violates any applicable law.

General Terms.

Assignment. These Terms will inure to the benefit of any successors of the parties. We may assign any rights or obligations hereunder to any current or future affiliated company and to any successor in interest. Any rights not expressly granted herein are thereby reserved. These terms will inure to the benefit of any successors of the parties. We reserve the right, at any time, to transfer some or all of NewFrame's assets in connection with a merger, acquisition, reorganization or sale of assets or in the event of bankruptcy.

Entire Agreement. These Terms set forth the entire agreement between the parties hereof and may not be altered or amended except in writing signed by both parties.

Equitable remedies. You hereby acknowledge and agree that if these Terms are not specifically enforced, NewFrame will be irreparably damaged, and therefore you agree that NewFrame shall be entitled, without bond, other security or proof of damages, to appropriate equitable remedies with respect to your breach of any of these Terms, in addition to any other available remedies.

Force Majeure. NewFrame shall not be liable for any failure of performance on its obligations as set forth herein, where such failure arises from any cause beyond our reasonable control, including but not limiting to, electronic, power, mechanic or Internet failure.

Language. These Terms may be translated into other languages, but English shall be and remain the official language of this agreement and in any conflict between the English language version and any other version, the English language version shall control.

Newsletters. The Site may allow you to subscribe to our newsletter service, which may be provided by us or through an authorized third party. Through our newsletters, you may receive information according to your subscriber preferences. As our subscriber, you will receive a conspicuous communication indicating any subscription and you will be able to select the amount and type of emails received by you. If you wish to unsubscribe, you will find 'unsubscribe' and similar links on our communications.

No Embargo. You hereby represent and warrant that: (i) you are not located in a country that is subject to an international government's embargo, or that has been designated by any nation's government as a "terrorist supporting" country; and (ii) you are not listed on any government's list of prohibited or restricted parties or activities.

No Waiver. Failure by NewFrame to enforce any rights hereunder shall not be construed as a waiver of any rights with respect to the subject matter hereof.

No Relationship. You and NewFrame are independent contractors, and no agency, partnership, joint venture, employee-employer, or franchiser-franchisee relationship is intended or created by these Terms.

Notices. All notices and other communications given or made pursuant to these Terms must be in writing and will be deemed to have been given upon the earlier of actual receipt or: (a) personal delivery to the party to be notified; (b) when sent, if sent by facsimile or electronic mail during normal business hours of the recipient, and if not sent during normal business hours, then on the recipient's next business day; (c) five days after having been sent by registered or certified mail, return receipt requested, postage prepaid; or (d) one business day after deposit with a nationally recognized overnight courier, freight prepaid, specifying next business day delivery, with written verification of receipt. Each party agrees to receive electronic documents and to accept electronic signatures, which shall thereto be considered valid substitutes for hardcopy documents and hand inked signatures.

Severability. If any provision of these Terms is held unenforceable, then such provision will be modified to reflect the parties' intention. All remaining provisions of these Terms will remain in full force and effect.

Taxes. You are responsible for complying with all tax obligations associated with your account. It is important that you keep complete and accurate contact details in order for us to remit invoices, especially payment processing account details.

Dispute Resolution.

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 NewFrame that cannot be resolved informally shall be resolved by binding arbitration on an individual basis under the terms of these Terms. Unless otherwise agreed to, all arbitration proceedings shall be held in English. This arbitration applies to you and NewFrame, 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 these 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 (a “**Notice**”) describing the nature and basis of the claim or dispute, and the requested relief. A Notice to NewFrame should be sent to our address as indicated in our contact section. After the Notice is received, you and NewFrame may attempt to resolve the claim or dispute informally. If you and NewFrame 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. The amount of the award shall also be limited by the Limitation of Liability section of these Terms, to the extent applicable.

Arbitration Rules. Arbitration shall be initiated through the American Arbitration Association (AAA) Rules, an established alternative dispute resolution provider (“**ADR Provider**”) that offers arbitration as set forth in this section. If the 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 these Terms.

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 (USD \$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 (USD \$10,000.00) or more, the right to a hearing will be determined by the ADR Provider Rules.

Any hearing will be held in a location within 100 miles of NewFrame’s business premises, unless you reside outside of North Carolina, and unless the parties agree otherwise. If you reside outside of the State of North Carolina, the arbitrator shall give the parties reasonable notice of the date, time and place of any oral hearings, as detailed below. 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, reputable video conference based tools 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 NewFrame elect to 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 ADR Provider 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 NewFrame, 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 ADR Provider Rules, and these 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 NewFrame.

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.

Waiver of Class Actions, Non-Individualized Relief. You acknowledge and accept that claims brought against NewFrame shall be only on an individual basis and not as a plaintiff or class member in any possible future class or representative action or similar proceeding. Unless otherwise agreed by you and NewFrame, you may not adjoint or consolidate any claim with more than one person's; and you may not otherwise supervise or take over any form of a class, representative or consolidated proceeding.

Applicable Law. You agree to submit to the applicable laws in the State of North Carolina, United States of America, which will govern these Terms and any claim, without regard to conflict of law provisions.

Forum. For the application of this arbitration agreement, and of other matters appertaining these Terms, the parties hereto agree to submit to the personal jurisdiction of the courts located in the City of Durham, State of North Carolina, United States of America.

If you bring a dispute in a manner other than in accordance with this section, you agree that we may move to have it dismissed, and that you will be responsible for our reasonable attorney's fees, court costs, and disbursements in doing so.

Contact.

If you have any questions or comments about us, our Site, our Terms and/or these Terms, please contact us at:

Date of last effective update is June 6th, 2020.