

TERMS OF SERVICE AGREEMENT

This Terms of Service Agreement (the "Agreement") is a legally binding agreement between you ("User" or "you") and Ooms Investment's LLC owner of Trouble Tree™ ("Company," "we," "us," or "our") governing your use of our website and future mobile application (collectively referred to as the "Platform"). By accessing or using the Platform, you agree to be bound by the terms and conditions set forth in this Agreement. If you do not agree with any part of this Agreement, you must not use the Platform.

1. Platform Information

The Platform provides information, resources, and tools related to self-improvement, personal development, and general well-being. The content, including but not limited to articles, videos, audio recordings, and other materials, is provided for informational purposes only. It is not intended to replace professional advice, treatment, or diagnosis from qualified healthcare professionals or other experts. You acknowledge that any reliance on the information provided on the Platform is at your own risk.

2. User Responsibilities

a. Eligibility: By using the Platform, you represent and warrant that you are at least 18 years old and have the legal capacity to enter into this Agreement. If you are accessing the Platform on behalf of a company or organization, you represent and warrant that you have the authority to bind such entity to this Agreement.

b. Personal Responsibility: You understand and agree that the information provided on the Platform is not a substitute for professional advice or treatment. You are solely responsible for your actions, decisions, and the consequences thereof. We encourage you to consult with qualified professionals before making any decisions or taking any actions based on the information provided on the Platform.

c. User Conduct: You agree to use the Platform in compliance with all applicable laws, regulations, and this Agreement. You shall not engage in any conduct that may disrupt, interfere with, or harm the Platform, its users, or our business.

3. Intellectual Property

a. Ownership: All content, materials, and intellectual property rights on the Platform, including but not limited to text, graphics, logos, trademarks, and software, are owned or licensed by us. You acknowledge and agree that you do not acquire any ownership rights by using the Platform.

b. Limited License: We grant you a limited, non-exclusive, non-transferable, revocable license to access and use the Platform for personal, non-commercial purposes, subject to the terms and conditions of this Agreement.

4. Disclaimer of Warranties

a. No Medical Advice: You acknowledge and agree that the information provided on the Platform is not intended to diagnose, treat, or cure any underlying conditions. We do not provide medical, psychological, or therapeutic advice. The Platform is for informational purposes only, and you should always consult with qualified professionals for personalized advice or treatment.

b. No Warranty: The Platform is provided on an "as is" and "as available" basis, without any warranties of any kind, whether express or implied. We do not warrant that the Platform will be error-free, uninterrupted, or secure. Your use of the Platform is at your own risk.

5. Limitation of Liability

To the maximum extent permitted by applicable law, in no event shall we be liable for any indirect, incidental, special, consequential, or punitive damages arising out of or in connection with your use of the Platform, even if we have been advised of the possibility of such damages. Our total liability to you for any claims arising under this Agreement shall not exceed the amount paid by you, if any, for accessing the Platform.

6. Indemnification

You agree to indemnify, defend, and hold harmless the Company, its affiliates, officers, directors, employees, and agents from and against any and all claims, liabilities, damages, losses, costs, expenses, or fees (including reasonable attorneys' fees) arising from your use of the Platform, violation of this Agreement, or infringement of any intellectual property or other rights of any person or entity.

7. Modifications and Termination

We reserve the right to modify, suspend, or terminate the Platform or this Agreement at any time, without prior notice. We may also impose limits on certain features or restrict your access to parts or all of the Platform without liability or obligation.

8. Governing Law and Dispute Resolution

This Agreement shall be governed by and construed in accordance with the laws of [Your Jurisdiction]. Any dispute arising out of or relating to this Agreement shall be resolved

exclusively through binding arbitration in accordance with the rules of [Arbitration Association]. The arbitration shall take place in [Your Jurisdiction], and the arbitrator's decision shall be final and binding.

9. Miscellaneous

a. Entire Agreement: This Agreement constitutes the entire agreement between you and the Company regarding the subject matter hereof and supersedes all prior or contemporaneous agreements, understandings, and representations.

b. Severability: If any provision of this Agreement is found to be invalid or unenforceable, the remaining provisions shall remain in full force and effect.

c. Waiver: The failure to enforce any right or provision of this Agreement shall not constitute a waiver of such right or provision.

By using the Platform, you acknowledge that you have read, understood, and agree to be bound by this Terms of Service Agreement. If you do not agree with any part of this Agreement, you must not use the Platform.

Last updated: 1/31/25

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