

TERMS OF USE

Sound Off, Inc. (the “Company,” “Sound Off,” “we” or “us”) operates a program (the “Sound Off Program”) for United States military veterans and military service members (“Users”), without any charge to the Users and on an anonymous basis, to obtain by means of a mobile application that has been developed and will be maintained by Sound Off (the “Application”): (i) on-line mental health support services (the “Clinician Services”) from licensed counselors (each referred to as a “Clinician”); (ii) on-line peer support services (the “Battle Buddy Services” and collectively with the Clinician Services, the “Services”) from persons who have served or are currently serving in the United States armed services and have received training in peer support services approved by Sound Off (each referred to as a “Battle Buddy” and collectively with Clinicians, each a “Service Provider”); and (iii) a “chatbot” telemedicine artificial intelligence program denominated “Clara” and operated in affiliation and collaboration with the X2 Foundation and X2AI; Sound Off’s Application may also be made available in the near future to members of the United States intelligence community and to family members of United States military veterans and military service members and intelligence community members, or to first responders or such other services populations as Sound Off may from time to time determine (each as so authorized from time to time also included as a “User”). This “Terms of Use” is intended to provide you with information about Sound Off, the Application, our services and our future plans.

Your access to and use of the Application is governed by and subject to these terms and conditions of use (the “Terms”). When we refer to “we,” “us,” or “our,” we mean Sound Off, Inc., which operates the Application, provides its content, or processes information received through it, each as appropriate and applicable. When we refer to “you” or “your,” we mean the individual US veteran or active duty serviceman or servicewoman or other authorized User accessing the Application. If the person actually accessing the Application does so on behalf of, or for the purposes of, another person that is an individual US veteran or active duty serviceman or servicewoman or other authorized User, “you” or “your” also means that other person. To be clear, Sound Off, Inc. and references to “we,” “us,” “our” or, on the other hand, references to “you” or “your” or similar terms do not include the Clinicians or Battle Buddies who provide such Services to you through the Application nor any Sound Off sponsoring organizations with which such Service Providers may be affiliated. When we refer to a Clinician or Battle Buddy in these Terms, we mean the individual who is providing Services through the Application to you. Clinicians and Battle Buddies or any affiliated sponsoring organizations should refer to their own relationship agreements with Sound Off for additional information concerning Sound Off’s Privacy Policy and Terms of Use for the Application as it relates to such persons.

Please read these Terms carefully and thoroughly. By accessing and using the Application, you agree that you have read and understand these Terms and that you accept and agree to be bound by these Terms. If you do not agree to these Terms, please do not continue to access and use the Application.

Changes to Terms; Changes to Application

We may update these Terms from time to time and may amend them at any time to incorporate additional terms specific to additional features, materials, products, opportunities, or services that we may make available on or through the Application. All such updates and amendments are effective immediately upon notice thereof, which we may give by any means, including, but not limited to, by posting a revised version of these Terms or other notice on the Application. You should view these Terms often to stay informed of changes that may affect you. Your continued use of the Application indicates your ongoing consent to be bound by these Terms, as amended. We expressly reserve the right to make any changes to these Terms, or to the Application and its content, at any time without prior notice to you.

In addition, we may terminate, change, suspend, or discontinue any aspect of the Application at any time or restrict your access to parts or all of the Application without notice to you or liability to us. We may terminate the authorization, rights, and license given in these Terms at any time.

Access and Use

When we use the term “you,” we are referring to an individual US veteran or active duty serviceman or servicewoman or other authorized User accessing the Application, regardless of the particular features, materials, opportunities or services made available on the Application that you choose to browse, access or use. You represent and agree that all information that you provide to Sound Off in connection with your access to and use of the Application is and will be true, accurate, and complete to the best of your knowledge. We reserve the right to terminate these Terms, or to refuse, restrict, or discontinue service or access to the Application (or any portions, components, or features of the Application) to you for any reason or for no reason whatsoever, at any time, without notice or liability to us. Your failure to comply with these Terms is one reason why we may immediately terminate your access to and use of the Application.

Privacy Policy

Information that you submit or that we collect about you through the Application is designed to be submitted and collected on an anonymous basis as to your identity and in any case will be subject to our Privacy Policy, the terms of which are hereby incorporated into these Terms by reference. We encourage you to read and become familiar with our privacy practices, as described in our Privacy Policy. The Privacy Policy is posted on the Application.

Sound Off’s Role

Sound Off’s role is limited to making certain health care information available to you and/or facilitating your access to the Clinicians via telehealth and to making peer counseling services available to you through independent Battle Buddies using the Application in both cases. Sound Off is independent from the Clinicians who will be providing such telehealth services and the Battle Buddies providing peer counseling services to you through the Application and is not responsible for such Clinicians’ or Battle Buddies’ acts, omissions or for any content of the

communications made by them. Sound Off does not engage in the practice of medicine or provide any other health services.

Informed Consent

After downloading the Application and prior to “pairing” with any Clinician or Battle Buddy, you will be required to review our “Informed Consent” disclosure on the Application, advising you of certain risks and limitations with respect to online counseling services and with respect to the nature and limitations of the services provided through the Application from licensed mental healthcare Clinicians and/or from nonprofessional peer Battle Buddies and to your consent to and understanding of the terms thereof.

Consents

Before continuing to access and use this Application, you must obtain all required consents and approvals from any person or entity who may need to consent to your access and use of the Application, including situations in which you may be accessing the Application on a restricted platform or website or in the rare cases where the active duty serviceman or servicewoman or other authorized User is under the age of 18, whether such consents and approvals are required by law or otherwise.

Reasonable Security Safeguards

Sound Off takes such commercially reasonable measures as it deems appropriate to secure and protect information submitted by or collected from you through the Application. We cannot and do not guarantee that any such submissions, or that transactions conducted on or through the Application, are or will be totally secure. You are responsible for maintaining the confidentiality of your user name and any other user identifier or other unique name or number assigned to you (collectively, your “User ID”) and any password used in connection with your use of the Application, and you are fully responsible for all access and any activity that occurs through use of your User ID or password. Sound Off is not and will not be liable for any loss or damage arising from any unauthorized access or use of your User ID or password.

Proprietary Content

Sound Off has expended substantial time, effort and funds to create the Application and to provide the Services that are available on or through the Application. Sound Off reserves all rights to the Application. You understand and agree that Sound Off owns or has been licensed by third parties to use all right, title, and interest in and to the Application and all information, text, data, software, and other materials contained therein, and the compilation, collection, design, selection, and arrangement thereof. You acknowledge that the Application contains valuable

proprietary information that is protected by applicable intellectual property and other proprietary rights and laws of the United States and that you acquire no ownership interest or rights by accessing and using the Application.

Use of Application

Sound Off grants you as an individual US veteran or active duty servicemember or other authorized User a limited license to access and make use of the Application for legitimate purposes consistent with the purposes of the Application. Any access or use beyond these purposes is a violation of these Terms. Your access or use of the Application does not create a business or professional relationship with Sound Off. Except as expressly provided for in these Terms, you may not alter, modify, retransmit, reproduce or redistribute any information from the Application without the written consent of Sound Off and doing so shall constitute an infringement of Sound Off's intellectual property and other proprietary rights. Accessing, using, or copying any portion of the Application through the use of bots, spiders, Web crawlers, indexing agents or other automated devices or mechanisms is strictly prohibited. You agree not to remove or modify any copyright notice or trademark legend, author attribution or other notice placed on or contained within any information on the Application.

Sound Off's Use of Your Information

By submitting any information or material to the Application or to Sound Off, you expressly grant Sound Off and the Clinicians or Battle Buddies who may be providing Services to you the right to use such information or material to provide such Services to you, subject to our Privacy Policy. You agree that Sound Off may share any information submitted on the Application with Clinicians or Battle Buddies who may be providing Services to you. You acknowledge that your submitted information may contain demographic information, medical history and other medical information, including diagnoses, prior treatment and diagnostic test results, although such information will be submitted by means of the Application on an anonymous basis. However, it is important that the information you submit concerning yourself be accurate since Sound Off also relies upon your information as to residency, military service and other demographic details to pair you with appropriate Clinicians (who are each licensed in only one or more states and who in general must hold a license to practice in the state in which a User to whom they provide counseling resides) or with Battle Buddies (where such Battle Buddies or affiliated sponsoring organizations for Battle Buddies and Clinicians may have support programs designed for particular service branches or units) or otherwise may rely upon the accuracy of the information you submit.

We may also measure, track and analyze trends and usage of the Application in connection with your use of the Application or the performance of Services thereunder. However, this analysis will never be conducted in such a way as to be identifying or exposing.

We will also use your anonymous User Name to communicate with you about our Services, including to respond to questions and concerns and send you information which we think you may find useful by posting to your User Name account on the Application. We will also use

your anonymous User Name and broad geographic location to manage your account preferences, establish your profile and registration information and conduct surveys and collect feedback about the Application and Services.

We also may use your submitted anonymous information for any other purpose in connection with our Services but we will disclose this to you before we use your information, including by posted updates in our Terms of Use, which you should periodically review.

User Conduct

You are responsible for compliance with all laws, regulations and policies of all relevant jurisdictions related to your access and use of the Application. Recognizing the global nature of the Internet, you agree to comply with all applicable local rules regarding online conduct and acceptable content. Specifically, you agree that by or while accessing or using the Application you will not:

1. Represent yourself – including your place of residence and status as an Active Duty Service Member or Veteran of the United States Military or other information establishing your status as an authorized User - or your mental health conditions or symptoms as those of another or as a fictitious individual;
2. Disrupt or interfere with the Application or its operation or availability, or alter or tamper with information on the Application;
3. Post or transmit any unlawful, fraudulent, libelous, defamatory, obscene, pornographic, profane, threatening, abusive, hateful, offensive, harassing, or otherwise objectionable information of any kind, including, but not limited to, any transmissions constituting or encouraging conduct that would constitute a criminal offense, give rise to civil liability, or otherwise violate any applicable local, state, national, or foreign law;
4. Post or transmit any information which is an invasion of privacy or publicity rights of another or that violates or infringes in any way upon the rights of others;
5. Post or transmit any advertisements, solicitations, chain letters, pyramid schemes, investment opportunities or schemes, or other unsolicited commercial communications, or engage in spamming, flooding, or any denial of service attack;
6. Post or transmit any data or information out of the country or other jurisdiction in which you reside in violation of applicable law;
7. Post or transmit any data or software that cannot be exported without prior written government authorization, including, but not limited to, certain encryption software; or
8. Post or transmit any information or software which contains a virus, trojan horse, worm, or other disabling device or harmful component.

The above assurances and commitments by you shall survive termination of these Terms.

Crisis Hotline, X2.AI and Other Linked Applications

The Application may contain certain hyperlinks to other web applications and will contain a link to a veterans' crisis hotline telephone number which you may elect to access at any time in the event that you experience crisis or emergency conditions that require immediate or urgent in-person or non-anonymous assistance to you or others. These other web applications are not under the control of Sound Off and Sound Off is not responsible for the accuracy, content, security or any other aspect of such web applications. Sound Off disclaims all liability for such web applications, for all access to and use thereof, and for use of the links to such web applications. We also disclaim all liability, and make no representations or warranties, with respect to any products or services made available, sold, or provided to you by any third party. Your use of other web applications is subject to the terms and conditions of such other web applications. You agree that you will bring no suit or claim against Sound Off arising from or based upon any such use of other web applications.

X2.AI's Terms of Use may be found here: <https://www.x2ai.com/terms>. Sound Off's Privacy Policy and Terms of Use supersedes any policy X2.AI may have in place.

Disclaimer

Sound Off has tried to make the Application helpful, reliable and reasonably accessible in order to provide a resource and support to help you deal with psychological, relationship, military service, job-related or other conditions and circumstances of concern to you. You acknowledge and agree that your access to the Application is voluntary and at your own risk. Sound Off does not make any promise, representation, warranty or guarantee that you will obtain any specific benefit or tangible result as a result of your access or use of the Application or your use of the Services. It is your responsibility to take appropriate precautions to ensure that any information, materials, software, or data that you submit, provide, access or use on or through the Application is (i) accurate, complete, reliable and appropriate for the purpose that you intend to use them, and (ii) free of viruses and other disabling devices and destructive routines.

THE APPLICATION AND ALL MATERIALS AND SERVICES AVAILABLE ON OR THROUGH THE APPLICATION ARE PROVIDED "AS IS" AND "AS AVAILABLE," WITHOUT ANY WARRANTIES OR GUARANTIES, EXPRESS OR IMPLIED.

SOUND OFF DISCLAIMS ALL WARRANTIES, INCLUDING ANY IMPLIED WARRANTIES OF MERCHANTABILITY, FITNESS FOR A PARTICULAR PURPOSE, TITLE AND NON-INFRINGEMENT. SOUND OFF DOES NOT REPRESENT, WARRANT, OR COVENANT THAT THE APPLICATION OR ANY MATERIALS, CONTENT, OR SERVICES AVAILABLE ON OR THROUGH THE APPLICATION ARE OR WILL BE ACCURATE, CURRENT, COMPLETE, RELIABLE, OR APPROPRIATE

FOR ANY PARTICULAR USE TO WHICH YOU MAY CHOOSE TO PUT THEM, OR THAT THEY ARE OR WILL BE AVAILABLE ON AN UNINTERRUPTED AND ERROR-FREE BASIS, THAT DEFECTS WILL BE CORRECTED, OR THAT THE APPLICATION AND THE MATERIALS, CONTENT, AND SERVICES AVAILABLE ON OR THROUGH THE APPLICATION ARE FREE OF VIRUSES OR OTHER DISABLING DEVICES OR HARMFUL COMPONENTS.

Limitation of Liability

IN NO EVENT SHALL SOUND OFF, ITS CONTRACTORS, SUPPLIERS, SPONSORING ORGANIZATIONS AND OTHER SIMILAR PERSONS OR ENTITIES (INCLUDING THE CLINICIANS AND BATTLE BUDDIES), AND THE OFFICERS, DIRECTORS, EMPLOYEES, REPRESENTATIVES AND AGENTS OF EACH OF THE FOREGOING, BE LIABLE TO YOU OR ANY THIRD PARTY FOR ANY LOSS, COST, DAMAGE OR OTHER INJURY, WHETHER IN CONTRACT, TORT, NEGLIGENCE, STRICT LIABILITY OR OTHERWISE, ARISING OUT OF OR IN CONNECTION WITH: (A) YOUR USE OF, OR RELIANCE ON, THE APPLICATION OR THE SERVICES ACCESSIBLE ON OR THROUGH THE APPLICATION; (B) SOUND OFF'S OR SUCH OTHER PERSON'S OR ENTITY'S PERFORMANCE OF OR FAILURE TO PERFORM ITS OBLIGATIONS IN CONNECTION WITH THESE TERMS; OR (C) THE DEFAMATORY, OFFENSIVE, OR ILLEGAL CONDUCT OF OTHER USERS OF THE APPLICATION OR OF THIRD PARTIES. UNDER NO CIRCUMSTANCES SHALL SOUND OFF, ITS CONTRACTORS, SUPPLIERS, SPONSORING ORGANIZATIONS AND OTHER SIMILAR PERSONS (INCLUDING THE CLINICIANS AND BATTLE BUDDIES), AND THE OFFICERS, DIRECTORS, EMPLOYEES AND AGENTS OF EACH OF THE FOREGOING, BE LIABLE TO YOU OR ANY THIRD PARTY FOR ANY INDIRECT, CONSEQUENTIAL, INCIDENTAL, PUNITIVE, SPECIAL, OR SIMILAR DAMAGES OR COSTS ARISING OUT OF OR IN CONNECTION WITH THESE TERMS OR THE USE OF MATERIALS AND SERVICES AVAILABLE ON OR THROUGH THE APPLICATION, THE USE, COPYING OR DISPLAY OF THE APPLICATION OR TRANSMISSION OF INFORMATION TO OR FROM THE APPLICATION OVER THE INTERNET, EVEN IF SOUND OFF OR SUCH OTHER PERSON OR ENTITY WAS ADVISED, KNEW, OR SHOULD HAVE KNOWN OF THE POSSIBILITY OF SUCH DAMAGES OR COSTS. IN A JURISDICTION THAT DOES NOT ALLOW THE EXCLUSION OR LIMITATION OF LIABILITY FOR CERTAIN DAMAGES, THE LIABILITY OF SOUND OFF, ITS CONTRACTORS, SUPPLIERS, SPONSORING ORGANIZATIONS AND OTHER SIMILAR PERSONS (INCLUDING THE CLINICIANS AND BATTLE BUDDIES), AND THE OFFICERS, DIRECTORS, EMPLOYEES, REPRESENTATIVES AND AGENTS OF EACH OF THE FOREGOING, SHALL BE LIMITED IN ACCORDANCE WITH THESE TERMS TO THE FULLEST EXTENT PERMITTED BY APPLICABLE LAW. WITHOUT LIMITING ANY OF THE FOREGOING, IF SOUND OFF, ITS CONTRACTORS, SUPPLIERS, SPONSORING ORGANIZATIONS AND OTHER SIMILAR PERSONS (INCLUDING THE CLINICIANS AND BATTLE BUDDIES), OR ANY OF THE OFFICERS, DIRECTORS, EMPLOYEES, REPRESENTATIVES AND AGENTS OF ANY OF THE FOREGOING, IS FOUND LIABLE TO YOU OR TO ANY

THIRD PARTY AS A RESULT OF ANY CLAIMS OR OTHER MATTERS ARISING UNDER OR IN CONNECTION WITH THESE TERMS, THE APPLICATION, OR YOUR USE OF THE APPLICATION, SOUND OFF AND SUCH PARTIES' CUMULATIVE, AGGREGATE, AND MAXIMUM LIABILITY FOR ALL SUCH CLAIMS AND OTHER MATTERS IN ANY CALENDAR YEAR SHALL NOT EXCEED \$100.

Indemnification

You agree to indemnify, defend and hold Sound Off, and the officers, directors, employees and agents of Sound Off (including the Clinicians and Battle Buddies) harmless from and against all claims, demands, suits or other proceedings, and all resulting loss, damage, liability, cost, and expense (including reasonable attorneys' fees), made by any third party due to or arising out of content, data, or information that you submit, post to, or transmit through the Application, your access to and use of the Application and other materials and services available on or through the Application, your violation of these Terms, or your violation of any rights of another. We reserve, and you grant to us, the right to assume exclusive defense and control of any matter subject to indemnification by you. All rights and duties of indemnification that are set forth herein shall survive termination of these Terms.

Arbitration

You agree to submit any disputes arising from these Terms of Use or use of the Application, including disputes arising from or concerning their interpretation, violation, invalidity, non-performance or termination to arbitration to final and binding arbitration under the Rules of Arbitration of the American Arbitration Association applying Texas law.

Miscellaneous

These Terms and the Privacy Policy referenced herein, as amended from time to time, collectively constitute the entire agreement with respect to your access to and use of the Application and any other materials and services available on or through the Application. You agree that you shall not contest the admissibility or enforceability of Sound Off's copy of these Terms in connection with any action or proceeding arising out of or relating to these Terms. Except as expressly provided for herein, these Terms do not confer any rights, remedies, or benefits upon any person other than you. Sound Off may assign its rights and duties under these Terms at any time to any third party without notice. You may not assign these Terms without the prior written consent of Sound Off. These Terms shall be binding on and inure to the benefit of the parties hereto and their respective successors and assigns. Should any provision of these Terms be held to be void, invalid, unenforceable, or illegal by a proper legal authority, the validity and enforceability of the other provisions hereof shall not be affected. You are responsible for complying with any and all laws of the jurisdiction from which you are accessing the Application and any other jurisdiction whose laws apply to you or your actions. You agree that you will not access or use the Application or any other information or materials on the Application in violation of the aforementioned laws or these Terms.

Authorized Users and Applicable Law

The Application is controlled, operated and administered by us or our agents from offices within the State of Texas in the United States of America utilizing servers located in the United States of America and is currently intended and designed only for use by, and is only authorized to be used by, individual US veterans or active duty servicemen or servicewomen or other authorized Users residing in the states or territories of the United States of America. It is important that the information you submit concerning yourself be accurate since Sound Off also relies upon your information as to residency to pair you with appropriate Clinicians (who are each licensed in only one or more states and who in general must hold a license to practice in the state in which a User to whom they provide counseling resides). We make no representation that materials at this Application are appropriate or available for transmission to or from, or use in, locations outside of the jurisdiction(s) stated above and accessing the Application from any jurisdiction where such Application's contents are illegal is prohibited. You may not use the Application or export the materials in violation of import or export laws and regulations. If you access the Application from a location outside of the states or territories of the United States of America, you are responsible for compliance with all such applicable laws and foreign laws.

Jurisdiction

The Application is maintained, operated and controlled by Sound Off in the State of Texas. The laws of the State of Texas and the federal laws of the United States govern these Terms and the Privacy Policy and performance under them, without regard to choice of law principles or rules.

Limitation of Actions

Any legal action brought by you that arises out of or relates to these Terms and your access to and use of the Application must be commenced within one year after the cause of action arises.

Questions Regarding the Application or these Terms

If you have any questions or suggestions about the Application, our services, terms or privacy practices, please contact us by e-mail at william@sound-off.com or at the number or address given below:

Sound Off, Inc.
4040 Broadway
Suite 501
San Antonio, Texas 78209
Telephone: (800) 227-4460

Acknowledgement

BY USING AND ACCESSING THE APPLICATION, YOU ACKNOWLEDGE THAT YOU HAVE READ, UNDERSTAND, AND CONSENT TO BE BOUND BY THESE TERMS AND THE PRIVACY POLICY REFERENCED HEREIN.