

Terms of Use

Last updated: _15/02/2024_

Thank you for using TheWell.

We are **Hulbert Enterprises** ('Company', 'we', 'us', 'our') to refer to TheWell. Hulbert Enterprises is the business behind TheWell.

We operate the website <https://thewell.systems> (the 'Site'), the mobile application TheWell App (the 'App'), as well as any other related products and services maintained by Hulbert Ent. and OfflineX. That includes (1) TheWell Device, (2) TheWell Cloud (collectively, the 'Services').

These Legal Terms are a legally binding agreement made between you, whether personally or on behalf of an organization ('you', 'your'), and us, concerning your access to and use of the Services. By using the Services, you confirm that you have read, understood, and accepted all these Legal Terms. If you disagree with any of these terms, you cannot use the Services and should stop using them right away.

We may post supplemental terms and conditions or documents regarding the Services from time to time and we reserve the right to update these Terms of Service ('Terms') in the future. If that happens, we will update the 'Last Updated' date at the top of this page as a way to alert you, and you waive any right to receive specific notice of such changes. It is in your interest to regularly review these Terms to stay informed of updates. If you do not agree with all of the updated legal terms, then you are expressly prohibited from using the services and you must discontinue use immediately.

When you use our Services, now or in the future, you are agreeing to the latest Terms. There may be times where we do not exercise or enforce a right or provision of the Terms; however, that does not mean we are waiving that right or provision. These Terms do contain a limitation of our liability.

If you violate any of the Terms, we may terminate your account. That's a broad statement but we do our best to be transparent so that you can trust our services. You can read about us at <https://thewell.systems>, <https://decibel.training>, and you can contact us at <https://decibel.training/contact/> or at support@thewell.systems if you wish to give feedback or ask questions.

Our point of contact with you must be at least 18 years old and we recommend that you print a copy of these Legal Terms for your records.

Your use of our Services

By using the Services, you represent and warrant that:

1. The information you give during registration is true, accurate, current, and complete.

2. You will keep that information accurate and updated as needed.
3. You can legally agree to comply with these Legal Terms.
4. You are not underage where you live.
5. You must be a human. Accounts registered by “bots” or other automated methods are not permitted.
6. You will not use the Services for anything illegal or for any purpose outlined in our Restricted Activities policy, and you may not permit any of your users to do so, either.
7. Your use of the Services follows all the applicable laws and regulations.
8. You agree to keep your password confidential and will be responsible for all use of your account and password. We reserve the right to remove, reclaim, or change a username you select if we determine, in our sole discretion, that such username is inappropriate, obscene, or otherwise objectionable. The Company cannot and will not be liable for any loss or damage from your failure to comply with this security obligation.
9. You are responsible for all content posted to and activity that occurs under your account, including content posted by and activity of any users in your account.

If you provide any information that is untrue, inaccurate, not current, or incomplete, we have the right to suspend or terminate your account and refuse any and all current or future use of the Services (or any portions).

Copyright and Intellectual Property

Copyright infringement: We respect the intellectual property rights of others. If you believe that any material available on or through the Services infringes upon any copyright you own or control, please immediately refer to the 'COPYRIGHT INFRINGEMENTS' section below.

1. All content you post on the Services must comply with UK copyright law (Copyright, Designs and Patents Act 1988).
2. We are the owner or the licensee of all intellectual property rights in our Services, including all source code, databases, functionality, software, website designs, audio, video, text, photographs, and graphics in the Services (collectively, the 'Intellectual Property'), as well as the trademarks, service marks, and logos (the 'Marks').
3. You may not duplicate, copy, or reuse any portion of the Intellectual Property and Marks without express written permission from the Company. You must request permission to use the Company's logos or any Service logos for promotional purposes. Please email us requests to use logos. We reserve the right to rescind any permissions if you violate these Terms.
4. Our Intellectual Property and Marks are protected by copyright and trademark laws (and various other intellectual property rights and unfair competition laws) and treaties.
5. You give us a limited license to use the content posted by you and your users in order to provide the Services to you, but we claim no ownership rights over those materials. All materials you submit to the Services remain yours.
6. We may pre-screen content (which means that moderators may go through your content to make sure it meets our standards), but we reserve the right (but not the

obligation) in our sole discretion to refuse or remove any content that is available via the Service.

7. You agree not to reproduce, duplicate, copy, sell, resell or exploit any portion of the Services, use of the Services, or access to the Services without the express written permission of the Company.
8. By posting or uploading content, you confirm that you have the rights to that content. You solely assume responsibility for any copyright infringement and its ensuing consequences resulting from such content. We shall not be held accountable for any content that you post or upload.

Your Submissions and Contributions

Please review this section and the Restricted Activities policy carefully prior to using our Services to understand the (a) rights you give us and (b) obligations you have when you post or upload any content through the Services.

Submissions: By directly sending us any question, comment, suggestion, idea, feedback, or other information about the Services ('Submissions'), you agree that we can use this Submission for any purpose to improve our Services without acknowledgment or compensation to you.

Contributions: The Services may invite you to chat, contribute to, or participate in blogs, message boards, online forums, and other functionality during which you may create, submit, post, display, transmit, publish, distribute, or broadcast content and materials to us or through the Services, including but not limited to text, writings, video, audio, photographs, music, graphics, comments, reviews, rating suggestions, personal information, or other material ('Contributions'). Any Submission that is publicly posted shall also be treated as a Contribution. You give us a limited license to use your Contributions and the content posted by you and your users in order to provide the Services to you, but we claim no ownership rights over those materials. All materials you submit to the Services remain yours.

You are responsible for what you post or upload: by sending us Submissions and/or posting Contributions through any part of the Services or making Contributions accessible through the Services by linking your account through the Services to any of your social networking accounts, you:

1. Confirm that you have read and agree with our Restricted Activities policy and will not post, send, publish, upload, or transmit through the Services any Submission nor post any Contribution that is illegal, harassing, hateful, harmful, defamatory, obscene, bullying, abusive, discriminatory, threatening to any person or group, sexually explicit, false, inaccurate, deceitful, or misleading; to the extent permissible by applicable law, waive any and all moral rights to any such Submission and/or Contribution;
2. Guarantee that any Submission and/or Contributions are original to you or that you have the necessary rights and licences to submit such Submissions and/or

Contributions and that you have full authority to grant us the above-mentioned rights in relation to your Submissions and/or Contributions; and

3. Guarantee and represent that your Submissions and/or Contributions are not confidential information.

You are solely responsible for your Submissions and/or Contributions and you expressly agree to compensate us for any and all losses that we may suffer because of your breach of (a) this section, (b) any third party's intellectual property rights, or (c) applicable law.

We may remove or edit your Content: Although we have no obligation to monitor any Contributions, we reserve the right to remove or edit any Contributions at any time without notice if in our reasonable opinion we consider such Contributions harmful or in breach of these Legal Terms. If we remove or edit any such Contributions, we may also suspend or disable your account and report you to the authorities.

Products and Payments

Our aim is to show the products on the Services with the right colours, features, details, and specifications. But we cannot promise that the colours, details, and everything else will be perfect, up-to-date, or without errors. Also, what you see on your screen might not match the real product exactly. Products are available as long as we have them, and we cannot guarantee everything will be in stock. We might stop selling some products at any time for any reason.

Sometimes we change the pricing structure for our products. If that happens, we notify you via the email address on record. We might also post a notice about changes on our websites or the Services themselves.

You agree to provide current, complete, and accurate purchase and account information for all purchases made via the Services. You also agree to promptly update account and payment information, including email address, payment method, and payment card expiration date, so that we can complete your transactions and contact you as needed. Sales tax will be added to the price of purchases as deemed required by us. All payments shall be in US dollars.

You agree to pay all charges at the prices then in effect for your purchases and any applicable shipping fees. We will charge your chosen payment method when you place an order. For recurring charges, we can automatically charge your payment method without asking every time, until you cancel the order. We can fix pricing errors even after you've paid.

We reserve the right to refuse any order placed through the Services. We may, in our sole discretion, limit or cancel quantities purchased per person, per household, or per order. We reserve the right to limit or prohibit orders that, in our sole judgement, appear to be placed by dealers, resellers, or distributors.

Returns/Refund Policy

Please review our Return Policy posted on the Services prior to making any purchases.

Examples of full refunds we would grant:

- *If you were just charged for your next year of service but you meant to cancel, we are happy to refund that extra charge.*
- *If we had extended downtime (multiple hours in a day, or multiple days in a month) or you emailed customer service and it took multiple days to get back to you, we would issue a partial credit to your account.*

You can contact us at support@thewell.systems for more information.

At the end of the day, we address returns on a case-by-case basis. Send us a note, tell us what is happening, and we will work with you to make sure you are happy.

Cancellation and Termination

You are solely responsible for properly cancelling your account. You can send an e-mail to support@thewell.systems with the subject line "Cancellation" and wait for a reply. Our support team will be available to help you.

All of your content will be inaccessible from the Services immediately upon account cancellation. Within 30 days, all content will be permanently deleted from active systems and logs. Within 30 days, all content will be permanently deleted from our backups. We cannot recover this information once it has been permanently deleted. If you want to export any data before your account is cancelled, please send an e-mail and let us know before the 30 days period.

If you wish to cancel the Service before the end of your current paid up plan with immediate effect, your cancellation will take effect immediately, and you will not be charged again. If you wish to cancel your subscription renewal but use your current plan until it expires, you can have access until the end of your subscription. Make sure to clearly state which is appropriate for your situation.

We have the right to suspend or terminate your account and refuse any and all current or future use of our Services for any reason at any time. Suspension means you and any other users on your account will not be able to access the account or any content in the account. Termination will furthermore result in the deletion of your account or your access to your account, and the forfeiture and relinquishment of all content in your account. We also reserve the right to refuse the use of the Services to anyone for any reason at any time. We have this clause because statistically speaking, out of the many accounts on our Services, there is always one doing something nefarious. There are some things we staunchly stand against and this clause is how we exercise that stance. For more details, see our Restricted Activities policy.

Verbal, physical, written or other abuse (including threats of abuse or retribution) of a Company employee or officer will result in immediate account termination.

Features and Bugs

We design our Services with care, based on our own experience and the experiences of customers who share their time and feedback. However, there is no such thing as a service that pleases everybody. We make no guarantees that our Services will meet your specific requirements or expectations.

We also test all of our features extensively before shipping them. As with any software, our Services inevitably have some bugs. We track the bugs reported to us and work through priority ones, especially any related to security or privacy. Not all reported bugs will get fixed, and we don't guarantee completely error-free Services.

Liability

You expressly understand and agree that the Company shall not be liable, in law or in equity, to you or to any third party for any direct, indirect, incidental, lost profits, special, consequential, punitive or exemplary damages, including, but not limited to, damages for loss of profits, goodwill, use, data or other intangible losses (even if the Company has been advised of the possibility of such damages), resulting from: (i) the use or the inability to use the Services; (ii) the cost of procurement of substitute goods and services resulting from any goods, data, information or services purchased or obtained or messages received or transactions entered into through or from the Services; (iii) unauthorized access to or alteration of your transmissions or data; (iv) statements or conduct of any third party on the service; (v) or any other matter relating to these Terms or the Services, whether as a breach of contract, tort (including negligence whether active or passive), or any other theory of liability.

Put simply: opting for our Services means placing your trust in us. If the outcome is unfavourable, the responsibility rests with you, not us. We strive to be a reliable choice by diligently managing the business, investing in security, infrastructure, and talent, and, overall, caring about what we do. We appreciate your decision to use our Services and thank you for placing your trust in us.

For any inquiries about these Terms, feel free to reach out to our Support team.

Restricted Activities

We are proud to give you a better way to work. We also recognize that however good the maker's intentions, technology can amplify the ability to cause great harm. That's why we've established this policy. We feel an ethical obligation to counter such harm: both in terms of

dealing with instances where our Services are used (and abused) to further such harm, and to state unequivocally that the products we make are not safe havens for people who wish to commit such harm. If you have an account with any of our products, you can't use them for any of the restricted purposes listed below. If we find out you are, we will take action.

- Violence, or threats thereof: If an activity qualifies as violent crime in the United Kingdom or where you live, you may not use TheWell products to plan, perpetrate, or threaten that activity.
- Child exploitation, sexualization, or abuse: We don't tolerate any activities that create, disseminate, or otherwise cause child abuse. Keep away and stop.
- Hate speech: You cannot use our products to advocate for the extermination, domination, or oppression of people.
- Harassment: Intimidating or targeting people or groups through repeated communication, including using racial slurs or dehumanizing language, is not welcome here.
- Doxing: If you are using our Services to share other peoples' private personal information for the purposes of harassment, we will not continue providing our services to you.
- Malware or spyware: Code for good, not evil. We do not accept the use of our products to make or distribute anything that qualifies as malware or spyware — including remote user surveillance.
- Phishing or otherwise attempting fraud: It is not okay to lie about who you are or who you affiliate with to steal from, extort, or otherwise harm others.
- Infringing on intellectual property: You can't use our products to make or disseminate work that uses the intellectual property of others beyond the bounds of fair use.

While our use restrictions are comprehensive, they can't be exhaustive — it's possible an offense could defy categorization, present for the first time, or illuminate a situation we hadn't yet considered. That said, we hope the overarching spirit is clear: TheWell is not to be used for harm, whether mental, physical, personal or civic. Different points of view — philosophical, religious, and political — are welcome, but ideologies like white nationalism, or hate-fuelled movements anchored by oppression, violence, abuse, extermination, or domination of one group over another, will not be accepted here.

For cases of suspected malware, spyware, phishing, spamming, and cybersquatting, please alert us at support@thewell.systems.

For all other cases, please let us know by emailing support@thewell.systems. If you're not sure if something rises to the level of our use restrictions policy, report it anyway. Please share as much as you are comfortable with about the account, the content or behaviour you are reporting, and how you found it.