

SERVICES AGREEMENT

THE FOLLOWING SERVICES AGREEMENT (“Agreement”) GOVERNS YOUR USE OF ALL SERVICES AND PRODUCT THAT YOU PURCHASE FROM HIGHWAY HEART-TO-HEART, LLC (“the COMPANY”) AND ALL INFORMATION THAT THE COMPANY PROVIDES YOU (collectively known as “Services”). PLEASE READ THE AGREEMENT CAREFULLY BEFORE PURCHASING ANY SERVICES FROM THE COMPANY. IF YOU DO NOT AGREE WITH THIS AGREEMENT, YOU ARE NOT GRANTED PERMISSION BY THE COMPANY TO USE THESE SERVICES. BY PROCEEDING TO PURCHASE AND USE THESE SERVICES, YOU ACCEPT AND AGREE TO BE LEGALLY BOUND BY THIS AGREEMENT. UNLESS OTHERWISE STATED, ANY MENTION OF OR REFERENCE TO “THE COMPANY” IN THIS AGREEMENT SHALL INCLUDE ITS PARENT, SUBSIDIARIES, AFFILIATES, MEMBERS, OFFICERS, EMPLOYEES, INTERNS, AGENTS, PREDECESSORS, SUCCESSORS, AND ASSIGNS.

1. Services Agreement

This Agreement contains the terms, covenants, conditions, and provisions (the “Contract Provisions”) relating to Services you (use of “You” and “Your” herein shall refer to the “Customer”) purchase from the COMPANY. You have engaged the COMPANY to perform Services on Your behalf for remuneration, with said Services and remuneration to be described in incorporated documents and subsequent transactions entered into by the parties related to this Agreement (to include but not limited to a request for Services by You, session bookings on the COMPANY website, payment requests, invoices, etc.).

2. Accepting the Contract Provisions

By purchasing and using Services, You indicate that You understand and intend these Contract Provisions to be the legal equivalent of a signed, written contract and equally binding, and that You accept such Contract Provisions and that You agree to be legally bound by them. Except as otherwise provided in this Agreement, the COMPANY reserves the right to change, at its discretion, the Contract Provisions under which the Services it offers are extended to You. Your continued use of the Services following such modifications will be conclusively deemed acceptance by You of any changes to these Services.

3. Term of Agreement

(A) This Agreement shall be effective upon purchase of Services by You. Except as otherwise provided in subsection B below, the obligations of You and the COMPANY herein shall commence upon execution of this Agreement and shall extend until such time that this Agreement is terminated for one of the following reasons:

- (i) The COMPANY is discharged by You without cause;
- (ii) The COMPANY discharges You for failing to satisfy one or more of Your obligations or for any breach; or
- (iii) This Agreement terminates upon conclusion of Services.

(B) The obligations as described herein, and the obligations in incorporated documents or subsequent communications and transactions with You related to this Agreement which are incorporated into this Agreement, shall continue in perpetuity. The termination of this Agreement by either party shall not negate any term, provision, or condition herein nor shall it discharge or cancel any obligation by You.

(C) The COMPANY retains the right to bring any legal action or claim against You even if the COMPANY or You terminates this Agreement.

4. Services by the COMPANY

(A) The COMPANY shall perform Services that are not prohibited conduct (“Prohibited Conduct”) and that the COMPANY approves. These Services are referred to as Trucking TeleCompanion ServicesSM and TeleCompanion Services for TruckersSM, and involve a Trucking TeleCompanionSM who conducts a Trucking TeleCompanion SessionSM with You:

- (i) Offering a discreet and confidential environment where Customers can open up and express their true self without judgment;
- (ii) Serving as a Trucking TeleCompanionSM to Customers who wish to engage in discussion;
- (iii) Facilitating a space in which Customers can experience a fulfilling encounter; and
- (iv) Creating a welcoming atmosphere whilst engendering a genuine connection with the Customer.

(B) The COMPANY shall provide Services related to requests by You that are reasonable and lawful, in good faith. The COMPANY reserves the right to determine what is “reasonable” and “lawful” in relation to its work and Services. Any Services to be performed by the COMPANY for You shall be requested by You on the COMPANY website and submitted to the COMPANY for approval. Any such requests by You are incorporated into this Agreement. The COMPANY reserves the right, at its discretion, to refuse to accept or perform any Services requested by You that are determined by the COMPANY to be unreasonable or unlawful or Prohibited Conduct or that the COMPANY is unable to accommodate for any other legitimate business reason. In any nonperformance of Services by the COMPANY where You prepaid for those Services, the COMPANY shall refund any monies to You.

(C) The COMPANY agrees to hold all material provided by You and communications with You in strict confidence and not to disclose any information provided by You or in relation to Services unless (i) You give informed consent, (ii) the disclosure is required by law, (iii) the COMPANY determines such disclosure to be necessary for operational or administrative purposes, or (iv) the disclosure is necessary (1) to prevent reasonable death or substantial bodily harm; (2) to prevent You from committing a crime or fraud that is reasonably certain to result in substantial injury to the financial interests or property of another and in furtherance of which You have used or are using the COMPANY’s Services; (3) to establish a claim or defense on behalf of the COMPANY in a case or controversy between the COMPANY and You; (4) to establish a defense to a criminal charge or civil claim against the COMPANY based upon conduct in which You were involved; or (5) to respond to private allegations, public allegations, or allegations in any proceeding concerning the COMPANY’s performance of Services on behalf of You. Any disclosure of information by the COMPANY under this provision shall be done with the intent to de-identify You as much as practicable in order to maintain confidentiality but any disclosure shall ultimately be made with the intent to protect the COMPANY from legal liabilities and reputational damage.

(D) The COMPANY shall communicate with You telephonically and/or through approved messaging apps. To help maintain confidentiality, You are responsible for ensuring that any and all electronic devices and networks and any areas and rooms that You use for communications with the COMPANY are secure and private. In order to help ensure Your satisfaction and for quality assurance and training purposes, telephonic communications between the COMPANY and You may be monitored or recorded.

(E) The COMPANY shall have no obligation to perform or continue to perform under this Agreement unless and until: (i) You execute this Agreement in accordance with the terms, provisions, conditions, and obligations herein; (ii) You remit remuneration for Services; and (iii) Your obligations are, and continue to be, met as specified in this Agreement.

5. Prohibited Conduct by Customer

You agree to not engage in the following Prohibited Conduct during or after the performance of Services by the COMPANY (the COMPANY reserves the right to determine whether a violation of Prohibited Conduct has been committed by You):

(A) Engaging, interacting with, or contacting, either directly or indirectly, any person who works for or with the COMPANY outside the performance of Services.

(B) Inquiring about, or attempting to get information regarding, personal details, the identity of, or the personal life of any person who works with or for the COMPANY.

(C) Threatening, in any way, or harassing, in any way, any person who works with or for the COMPANY.

(D) Discussing or disclosing, during the performance of Services by the COMPANY, anything that is prohibited by law.

(E) Discussing or disclosing, during the performance of Services by the COMPANY, anything related to suicidal ideations or mental health problems that would otherwise require treatment or intervention by a licensed therapist or medical professional.

(F) Discussing or disclosing, during the performance of Services by the COMPANY, homicidal or violent ideations (e.g., thoughts or ideas of killing a person or enacting violence on a person) that would otherwise be a criminal act under state or federal law.

(G) Discussing or disclosing, during the performance of Services by the COMPANY, sexual exploitation of a minor (e.g., photographs, films, videotapes, obscene material with a minor, child pornography, child used in sexual performance, etc.), sexual conduct with a minor, or private sexual images involving children.

(H) Discussing or disclosing, during the performance of Services by the COMPANY, sexual violence that is patently offensive to the average person (e.g., sexual intimacy or contact with a person who has not given consent or cannot give consent, e.g., rape).

(I) Discussing or disclosing, during the performance of Services by the COMPANY, sexual conduct with an animal.

(J) Discussing or disclosing, during the performance of Services by the COMPANY, sexual abuse or conduct as a sexual abuser, a sex trafficker, sexual offender, or a sexual predator.

6. Obligations of Customer

(A) You agree to indemnify and hold harmless the COMPANY, its parent, subsidiaries, and affiliates, and its respective agents, officers, directors, employees, and representatives against and from any and all claims, actions, losses, judgments, damage, or expenses, including reasonable attorneys' fees, arising from or in any way connected with this Agreement related to Services during the term of this Agreement and thereafter in perpetuity. You agree to assume full liability for any and all claims, actions, losses, judgments, damage, or expenses, including reasonable attorneys' fees, arising from or in any way connected with any acts of Prohibited Conduct on Your part and any other parties related to You, and You agree to pay any and all such claims, actions, losses, judgments, damage, or expenses, including reasonable attorneys' fees, on behalf of the Company accordingly. You further agree not to use any information disclosed to You by the COMPANY or acquired by You related to Services by the COMPANY to threaten, intimidate, harass, or harm any individual or entity during the term of this Agreement and thereafter in perpetuity. You agree that there shall be no further liability on the part of the COMPANY after the performance of Services by the COMPANY.

(B) You agree to fully disclose to the COMPANY any and all existing conflicts of interest or any which may arise during performance of Services.

(C) The COMPANY shall submit a payment request to You and You shall timely render payment to the COMPANY for Services to be provided. Payment for Services shall be made before any Services are performed and only after the COMPANY has approved requested Services. Payment for Services may be made by credit card or debit card **by using PayPal**.

(D) You agree to not engage in Prohibited Conduct or any other unlawful conduct related to Services during or after the performance of Services by the COMPANY.

7. Confidential Information; Intellectual Property; Trade Secrets; Work Product; Non-Disclosure

(A) The COMPANY may offer Services, which information is confidential information to include proprietary property, trade secrets, and intellectual property of the COMPANY ("Confidential Information"). Confidential Information shall include but is not limited to all originals and copies of any data, documents, records, materials, evidence, reports, instruments, audio recordings, emails, text messages, other electronic records, other information, work product, or trade secrets that is/are related to, concerning, or associated with the Services and that is/are disclosed or submitted orally, in writing, or by any other media to the COMPANY by You, to You by the COMPANY, or to a third party by the COMPANY as well as including all originals and copies of any communications pertaining to or associated with the Services, including the content of these communications, between the COMPANY and You, or between the COMPANY and any third party in relation to the Services. Nothing herein shall require the COMPANY to disclose any of its Confidential Information.

(B) The COMPANY alone (and its licensors, where applicable) shall own all right, title, and interest, including all related intellectual property rights, in and to Services, in and to any work product related to these Services, and in and to any suggestions, ideas, enhancement requests, feedback, recommendations, or other information provided by Customer or any other party relating to a Service or any work product related to the Service. This Agreement is not a sale and does not convey to You any rights of ownership

in or to: (i) Services; (ii) any work product related to these Services; (iii) any technology used or employed by the COMPANY in its work for You; or (iv) the intellectual property rights owned by the COMPANY.

(C) All Services, unless otherwise indicated, are protected by law including, but not limited to, United States copyright and trademark law, service mark law, as well as other state, national, and international laws and regulations. Except as expressly provided herein, the COMPANY does not grant any express or implied right to You. The Services are Copyright © **2023 Highway Heart-to-Heart, LLC. All Rights Reserved.** The COMPANY, and all other names, logos, and icons identifying the COMPANY and its Services (including but not limited to: Trucking TeleCompanionSM, Trucking TeleCompanion ServicesSM, TeleCompanion Services for TruckersSM, TeleCompanion Trucking TeamSM, and Trucking TeleCompanion SessionSM) are proprietary marks of the COMPANY. All other product names, company names, and other marks are trademarks or servicemarks of their respective owners. Nothing in this Agreement grants You any right to use any trademark, servicemark, logo, and/or trade name of the COMPANY, or colorable imitations thereof.

(D) Trade secrets include Confidential Information and are proprietary property which may include but are not necessarily limited to technical or nontechnical data, compilation of information, methods, techniques, or processes used to conduct or perform Services for You or that are a result of Services (work product) or that are in any other way related to Services. All Services by the COMPANY and work product from or related to Services are trade secrets because these Services and work products derive independent economic value, actual or potential, from not being generally known to, and not be readily ascertainable by proper means by, other persons who could obtain economic value from their disclosure or use; and because these Services and work products are the subject of efforts that are reasonable under the circumstances to maintain their secrecy. The COMPANY's Services and work products are unique and unconventional providing it with a competitive advantage in the marketplace and are protected through the use of strict non-disclosure and confidentiality agreements to prevent the public, competitors, and any other third party from stealing or misappropriating these Services and work products.

(E) As used in this Agreement and any incorporated documents, "Work Product" shall mean any data, materials, documentation, records, computer programs, inventions (whether or not patentable), improvements, modifications, discoveries, methods, techniques, processes, developments, picture, audio, video, artistic works and all works of authorship, including all worldwide rights therein under patent, copyright, or trademark and any trade secret, all confidential information, or any other property right, created or developed in whole or in part by the COMPANY, whether prior or subsequent to the date of this Agreement.

(F) You agree that You will not disclose, publish, or otherwise reveal any Confidential Information, proprietary property, trade secrets, or any other intellectual property related to or derived from Services performed by the COMPANY to any party whatsoever in any manner whatsoever without the express permission of the COMPANY and *only as expressly instructed by the COMPANY*. Services, and the Work Product related to those Services, are intellectual property proprietary to the COMPANY and may contain trade secrets, and any such Services, and the Work Product related to those Services, are Confidential Information. Violation of this non-disclosure provision by You and by any other parties related to You may result in enforcement action against You, whether through legal remedies or equitable relief, or both.

8. Force Majeure

(A) “Force Majeure” means any foreseeable or unforeseeable circumstance which is beyond the control of a party, or any unavoidable event, even if foreseeable, as a result of which such party is unable to perform its obligations, in whole or in part, under this Agreement. Such circumstances include, but are not limited to: (i) acts of God; (ii) flood, fire, earthquake, or explosion; (iii) war, invasion, hostilities (whether war is declared or not), terrorist threats or acts (whether by domestic or foreign actors), riot or other civil unrest; (iv) government order or law; (v) actions, embargoes, or blockades in effect on or after the date of this Agreement; (vi) action by any governmental authority; (vii) national or regional emergency; (viii) strikes, labor stoppages or slowdowns, or other industrial disturbances; (ix) epidemic, pandemic, or similar influenza or bacterial infection (as defined by the United States Center for Disease Control, as amended); (x) state of emergency (whether enacted on a state level or federal level); (xi) shortage of adequate medical supplies and equipment; (xii) shortage of power or transportation facilities; and (xiii) other similar events beyond the reasonable control of the impacted party.

(B) The party affected by Force Majeure shall not assume any liability under this Agreement. However, subject to the party affected by Force Majeure having taken its reasonable and practicable efforts to perform this Agreement, the party claiming for exemption of the liabilities may only be exempted from performing such liability as within limitation of the part performance delayed or prevented by Force Majeure. Once causes for such exemption of liabilities are rectified and remedied, each party agrees to resume performance of this Agreement with best efforts. If the party affected by the Force Majeure fails to resume the performance of the relevant obligations after the reason for temporarily exempting the performance due to the Force Majeure disappears, the party shall be liable to the other party for this.

(C) The party subject to the Force Majeure shall: (i) give notice of suspension of its obligations as soon as reasonably practicable stating the date and extent of such suspension and the cause thereof; (ii) use its best efforts to remedy or remove such Force Majeure with the least practicable delay; and (iii) resume the performance of its obligations as soon as reasonably practicable after the remediation or removal of the cause. If the party claiming Force Majeure fails to notify the other party in accordance with the above provisions and provide appropriate evidence, it shall not be exempted from the responsibility of failing to perform its obligations under this Agreement.

9. Arbitration Agreement

(A) You and the COMPANY mutually agree that any controversy, conflict, dispute, or claim under statutory or common law arising out of or relating to this Agreement, or the breach thereof shall be settled by binding arbitration; and this agreement to arbitrate shall be valid, irrevocable, and enforceable, except when there exists sufficient cause at law or in equity for the avoidance of written contracts generally; and this agreement to arbitrate shall survive expiration, termination, or rescission of this Agreement; and judgment on the award rendered by the arbitrator may be entered in any court having jurisdiction thereof.

(B) Either party asserting a dispute shall first try in good faith to resolve it by providing written notice to the other party describing the facts and circumstances (including any relevant documentation) and allowing the receiving party sixty (60) days in which to respond. Both You and the COMPANY agree that

this dispute resolution procedure is a condition precedent which must be satisfied before initiating any arbitration against the other party.

(C) You and the COMPANY mutually agree that the COMPANY shall be responsible for choosing a single arbitrator; arbitration shall be conducted in Missouri; and the parties shall bear their own individual expenses for initiating arbitration but that the prevailing party in any arbitration concerning this Agreement shall be entitled to arbitrator's expenses and fees, together with other expenses, not including counsel fees, incurred in the conduct of the arbitration, which shall be paid as provided in the award. You and the COMPANY mutually agree that the arbitrator shall not have any authority to change any term(s), provision(s), condition(s), or obligation(s) of this Agreement by additions, subtractions, or alterations of the Agreement's term(s), provision(s), condition(s), or obligation(s) nor shall the arbitrator exceed his or her authority either by determining a matter not submitted to him or her or by not following the rules established by this Agreement concerning arbitration. You and the COMPANY mutually agree that the arbitrator shall appoint a time and place for the hearing and cause notification to the parties to be served personally or by registered mail not less than five (5) days before the hearing and that any appearance at the hearing waives such notice. You and the COMPANY mutually agree that the arbitrator may adjourn the hearing from time to time as necessary and, on request of a party and for good cause or upon the arbitrator's own motion, may postpone the hearing to a time not later than the date fixed by this Agreement for making the award unless the parties mutually consent to a later date. The arbitrator may hear and determine the controversy upon the evidence produced notwithstanding the failure of a party duly notified to appear and, if necessary, a court on application may direct the arbitrator to proceed promptly with the hearing and determination of the controversy. You and the COMPANY further mutually agree that the parties are entitled to be heard, to present evidence material to the controversy, to cross-examine witnesses appearing at the hearing, and to be represented by counsel at the hearing. All parties agree that, subject to the provisions and conditions by this Agreement for vacating an award, the decision of the arbitrator will be binding and is the exclusive remedy.

(D) You and the COMPANY mutually agree that the award shall be made within thirty (30) days after the hearing concludes; that the award shall be in writing and signed by the arbitrator; that the arbitrator shall deliver a copy to each party personally or by registered mail; that the award may include monetary relief and/or an order for specific performance or some other equitable relief; that although the award need not address individually each point of the submission, the arbitrator must consider each issue submitted for the award to be adequate and the award must resolve the entire controversy submitted; and that the parties may apply to the court for confirmation of the arbitrator's award.

(E) You and the Company mutually agree that upon application of a party, the court may vacate an award for the following reasons:

- (i) The award was procured by corruption, fraud, or other undue means. However: A mistake of law or a mistake of fact, gross errors by the arbitrator, and award amounts in excess of what a court would have awarded are not sufficient reasons, *per se*, to vacate an award. To warrant vacating an award for fraud, the fraud must appear on the face of the award.
- (ii) There was evident partiality by an arbitrator appointed as a neutral or corruption in the arbitrator or misconduct prejudicing the rights of any party. However: An arbitrator's relationship with a

party, *per se*, shall not be evidence of partiality. Because it is not unusual for the arbitrator to know one or both of the parties or to have business contacts with them, the dividing line is where the relationship is significant enough to suggest that it would interfere with the arbitrator's fairness. And although the arbitrator's conduct of a hearing also may be evidence of partiality if that conduct reveals the requisite bias, the party charging partiality must allege specific acts of the arbitrator which are evidence of the bias. Where the party has knowledge of facts indicating partiality but does not challenge the arbitrator's partiality until after the award is issued, the challenge will be waived. To mitigate against the natural tendency to see partiality in an arbitrator only after an adverse award, the party must ask the arbitrator to disqualify him- or herself as soon as there is evidence of partiality.

- (iii) The arbitrator exceeded his or her power or authority. The arbitrator exceeds his or her power or authority when he or she determines a matter not submitted to him or her; fails to follow the rules for arbitration established by this Agreement; fails to resolve each issue submitted; allows a third party to participate in a hearing when that third party was not a party to the arbitration agreement; or disregards the parties' directives or makes an award not contemplated by the agreement. However: Exercising discretion in the making and implementing of procedural and evidentiary rules for arbitration (insofar as these discretionary rules by the arbitrator do not replace or displace the rules for arbitration established by this Agreement) is not, without evidence of other violations as enumerated in this Agreement or by law, exceeding power or authority.
- (iv) The arbitrator refused to postpone the hearing upon sufficient cause being shown therefor or refused to hear evidence material to the controversy or otherwise so conducted the hearing, contrary to the rules of this Agreement or the law, as to prejudice substantially the rights of a party.

(F) You and the COMPANY mutually agree that any and all arbitration shall be individualized rather than class or collective action, and any controversy, conflict, dispute, or claim under statutory or common law arising out of or relating to this Agreement, or the breach thereof shall be heard in separate proceedings.

(G) You and the COMPANY mutually agree that any arbitration proceedings shall be regarded as settlement negotiations and any communication relating to the subject matter of such disputes made during the resolution process by any participant, arbitrator, conciliator, mediator, or any other person present at the dispute resolution shall be a confidential communication. You and the COMPANY further mutually agree that no admission, representation, statement, or other confidential communication made in setting up or conducting such proceedings not otherwise discoverable or obtainable shall be admissible as evidence or subject to discovery and no person who serves as an arbitrator, conciliator, or mediator, nor any agent or employee of that person, shall be subpoenaed or otherwise compelled to disclose any matter disclosed in the process of setting up or conducting the arbitration, conciliation, or mediation.

(H) If the aforementioned agreement to arbitrate or its application is invalid or unenforceable, You and the COMPANY mutually agree that any legal proceeding with respect to any dispute will be tried in a court of competent jurisdiction by a judge without a jury in Missouri. You and the COMPANY mutually agree to waive any right to a jury trial in any such proceeding.

(I) This arbitration agreement notwithstanding, You agree that in the event of any breach or threatened breach of this Agreement by You, the COMPANY may obtain, in addition to any other legal remedies which may be available, such equitable relief as may be necessary to protect the COMPANY against any such breach or threatened breach.

10. Disclaimer of Warranty and Limitation of Liability

(A) Use of the Services is entirely at Your own risk and is subject to all applicable state, national, and international laws and regulations.

(B) ALL SERVICES ARE PROVIDED “AS IS” WITHOUT WARRANTY OF ANY KIND, EITHER EXPRESS OR IMPLIED, AND THE COMPANY EXPRESSLY DISCLAIMS ANY WARRANTIES OF MERCHANTABILITY, FITNESS FOR A PARTICULAR PURPOSE, TITLE, NON-INFRINGEMENT, COURSE OF PERFORMANCE, COURSE OF DEALING, OR USAGE OF TRADE. Please note that some jurisdictions may not allow the exclusion of implied warranties, so some of the above exclusions may not apply to You.

(C) THE COMPANY SHALL NOT BE LIABLE FOR ANY DIRECT, INCIDENTAL, CONSEQUENTIAL, INDIRECT, SPECIAL, OR PUNITIVE DAMAGES, WHETHER UNDER ANY CONTRACT, NEGLIGENCE, STRICT LIABILITY, OR OTHER THEORY, ARISING OUT OF OR IN CONNECTION WITH: (i) YOUR USE OF THE SERVICES; (ii) YOUR MISUSE OF THE SERVICES; OR (iii) ANY BREACH OF CONTRACT, MATERIAL OR OTHERWISE, BY YOU RELATING TO THIS AGREEMENT. Some jurisdictions do not allow the exclusion or limitation of liability for consequential or incidental damages. In such jurisdictions, the COMPANY’s liability is limited to the greatest extent permitted by law.

(D) THE COMPANY DOES NOT GUARANTEE: (i) THAT THE SERVICES WILL BE AVAILABLE AT ANY PARTICULAR DATE OR TIME; (ii) THE OUTCOME OF THE SERVICES; (iii) YOUR SATISFACTION WITH THE SERVICES; OR (IV) THE USEFULNESS OF THE SERVICES. YOU AGREE TO USE THE SERVICES SOLELY AT YOUR OWN RISK. SOME JURISDICTIONS DO NOT ALLOW LIMITATIONS ON IMPLIED WARRANTIES, SO THE ABOVE LIMITATIONS MAY NOT APPLY TO YOU.

(E) Some Services may create an unreasonable risk for Customers who choose to use the Services in their own activities or for their own purposes or to promote the Services for use by third parties. The COMPANY shall not be, in any way whatsoever, responsible for Your use of the Services. You are advised to take all steps necessary to ascertain that Your use of the Services is safe and does not create a risk to You or to third parties. The COMPANY may not be qualified to provide You with complete information or to inform You about adequate safety precautions and other measures to prevent injury, or other damage to Your person, property, or reputation in regard to Services or use of these by You. If You need specific advice (e.g., medical, legal, etc.), You are advised to seek and consult with a professional licensed and knowledgeable in that area.

(F) THE COMPANY ACCEPTS NO RESPONSIBILITY OR LIABILITY FOR ANY AND ALL CLAIMS, ACTIONS, LOSSES, JUDGMENTS, DAMAGE, OR EXPENSES, INCLUDING REASONABLE ATTORNEYS’ FEES, ARISING FROM OR IN ANY WAY CONNECTED WITH RELIANCE ON THESE SERVICES OR RELIANCE ON ANY OUTCOME RELATED TO OR RESULTING FROM THESE SERVICES OR LACK THEREOF.

11. Third-Party Web Sites, Services, and Products

The Services, or activities related to the Services, may contain or include links or references to third-party websites that COMPANY does not own or control. You may also need to use a third-party's service or product in order to use some of the COMPANY's Services. When You access or use these third-party websites, services, or products, You do so at Your own risk. THE COMPANY MAKES NO WARRANTY OF ANY KIND IN CONNECTION WITH ANY THIRD-PARTY SITE OR ANY INFORMATION, PRODUCTS, SERVICES, OR MATERIALS AVAILABLE THROUGH ANY THIRD PARTY. The COMPANY does not endorse, and shall not be liable in connection with, the content, the accuracy of the information, or quality of services or products advertised on any third-party web sites or provided by any third party. Use of third-party sites is at Your own risk.

12. Notices

(A) Any notice required by this Agreement or given in connection with it, shall be in writing and shall be given to the appropriate party using any of the following options: (i) Personal delivery; (ii) Electronic means (e.g., Company-approved: email, text, secure messaging app, etc.); or (iii) Certified mail, postage prepaid, to the appropriate party's actual mailing address.

(B) A notice is reasonable if it was given to the appropriate receiving party in a timely manner; the appropriate receiving party actually received it; *and* the sending party knows or has reason to know the appropriate receiving party actually received it. It shall not negate or suspend a process that the receiving party claims it did not receive the notice if there is evidence that the receiving party did, in fact, receive the notice.

13. Electronic Signatures

You agree that any agreement, document, form, note, invoice, bill, instrument, work product, or other record relating to this Agreement, including all subsequent transactions, that You or the COMPANY signs using an electronic signature shall be valid and legally enforceable unless and until You inform the COMPANY in accordance with Section 12 above that You wish to utilize, sign, or receive a paper copy instead.

14. Assignment

You may not assign this Agreement or any interest herein without the COMPANY's express prior written consent.

15. Amendment; Modification

(A) All amendments to this Agreement must be in writing duly executed by both parties.

(B) This Agreement may be modified only by a further writing that is duly executed by both parties. A request for services on the COMPANY's website does not modify the terms, provisions, conditions, or obligations of this Agreement but is incorporated into this Agreement.

16. Severability

Should any term, provision, condition, obligation, or portion of this Agreement, including, but not limited to, the warranty disclaimers and the liability limitations set forth above, be held unenforceable or invalid for any reason, then the invalid or unenforceable provision will be deemed superseded by a valid,

enforceable provision that most clearly matches the intent of the original provision and the remainder of these Contract Provisions shall remain binding and enforceable and continue in effect.

17. Governing Law

This Agreement shall be construed and governed by the internal laws of the state of Missouri (irrespective of its choice of law principles).

18. No Implied Waiver

Either party's failure to insist in any one or more instances upon strict performance by the other party of any of the terms, provisions, conditions, or obligations of this Agreement shall not be construed as a waiver of any continuing or subsequent failure to perform or delay in performance of any term, provision, condition, or obligation hereof. No waiver by the COMPANY of any right under this Agreement or the whole Contract will be deemed to be either a waiver of any other right or provision or a waiver of that same right or provision at any other time.

19. No Rights or Benefits

This Agreement is not intended to, and does not, create any right, benefit, trust, or responsibility, substantive or procedural, enforceable at law or in equity by any party against the COMPANY, its parent, subsidiaries, and affiliates, or its respective agents, associates, officers, directors, employees, representatives, or any other person.

20. No Agency

No joint venture, partnership, employment, or agency relationship exists between You and the COMPANY as a result of this Agreement or Your purchase or use of the Services.

21. Entire Agreement; Reservation of Rights

The "Contract" contemplated by this Agreement shall include this Agreement, any incorporated documents, and all subsequent written transactions (to include but not limited to a request for Services by Customer, bookings, payment requests, invoices, etc.) entered into by the parties related to this Agreement; and the terms, provisions, conditions, and obligations of this Agreement, any incorporated documents, and all such subsequent transactions (to include but not limited to a request for services by Customer, bookings, payment requests, invoices, etc.) shall form a single Contract between the parties. This Contract is the entire understanding between and agreement of the parties to this Contract with respect to its subject matter and supersedes all prior and contemporaneous discussions, understandings, representations, warranties, and agreements, both written and oral, regarding the subject matter within this Contract. Any rights not expressly granted herein are reserved.

22. Contact Information

If You have any questions about the Contract Provisions or this Agreement or the Contract as a whole, please email us at: highwayhearttoheart@protonmail.com.

THIS AGREEMENT CONTAINS A BINDING ARBITRATION PROVISION WHICH MAY BE ENFORCED BY THE PARTIES