

**DIG DEEP INC. (D/B/A PATHOS)
TERMS OF SERVICE**

Last Updated: January 23, 2026

Dig Deep, Inc. (d/b/a Mental and d/b/a Pathos) (“**Pathos**”, “**we**,” “**us**,” or “**our**”) provides our services and related content to you through our websites www.getmental.com and www.pathos.science (the “**Site**”) and our mobile application and related technology (the “**App**,” collectively, the App and the Site, including any updated or new features, functionality and technology, is referred to as the “**Services**”).

All access and use of the Services is subject to these Terms of Service (“**Terms**”). By accessing, browsing, or otherwise using the Services, you acknowledge that you have read, understood, and agree to be bound by these Terms. If you do not accept the terms and conditions of these Terms, you will not be able to access, browse, or otherwise use the Services.

CHANGES TO TERMS

WE RESERVE THE RIGHT TO MODIFY THESE TERMS FROM TIME TO TIME. IF WE DO SO, WE WILL POST THE UPDATED TERMS ON OUR SITE AND WILL INDICATE WHEN THE TERMS WERE LAST REVISED. UNLESS PROVIDED OTHERWISE, ALL CHANGES WILL BE EFFECTIVE IMMEDIATELY UPON POSTING TO THE SITE. YOU SHOULD PERIODICALLY REVIEW OUR TERMS FOR ANY CHANGES.

ARBITRATION NOTICE; WAIVER OF CLASS ACTIONS AND JURY TRIAL

PLEASE READ THESE TERMS OF SERVICE CAREFULLY, AS THEY CONTAIN AN AGREEMENT TO ARBITRATE AND OTHER IMPORTANT INFORMATION REGARDING YOUR LEGAL RIGHTS, REMEDIES, AND OBLIGATIONS.

BY USING THE SERVICES, YOU AGREE THAT WE WILL RESOLVE ALL DISPUTES RELATED TO THE SERVICES AND THESE TERMS BY BINDING ARBITRATION ON AN INDIVIDUAL BASIS AND THAT YOU ARE WAIVING THE RIGHT TO BRING OR PARTICIPATE IN A CLASS ACTION, MASS ARBITRATION, OR OTHER MASS PROCEEDING. YOU ALSO WAIVE THE RIGHT TO A JURY TRIAL. PLEASE SEE THE DISPUTE RESOLUTION SECTION OF THESE TERMS FOR MORE INFORMATION.

COOKIES, PIXELS, AND OTHER TRACKING TECHNOLOGIES

WE MAY USE THIRD-PARTY COOKIES, PIXELS, AND OTHER TRACKING TECHNOLOGIES (COLLECTIVELY, “ADTECH**”) ON THE SERVICES. WE USE ADTECH TO COLLECT AND PERFORM DATA ANALYTICS TO RECORD HOW YOU INTERACT WITH THE SERVICES AND OUR CONTENT AND TO SERVE YOU WITH TARGETED ADVERTISING.**

BY VISITING AND USING THE SERVICES YOU ARE CONSENTING TO OUR USE OF ADTECH AND YOU UNDERSTAND AND AGREE THAT WE MAY SHARE PERSONAL INFORMATION ABOUT YOU THAT WE COLLECT FROM THE USE OF ADTECH WITH OUR ADTECH PARTNERS. FOR MORE INFORMATION ABOUT HOW WE USE ADTECH, PLEASE SEE OUR PRIVACY POLICY.

AI THERAPY: ONLINE CHAT

OUR SERVICES FEATURE AN ARTIFICIAL INTELLIGENCE-POWERED ONLINE CHAT SERVICE THAT CONDUCTS OUR AI THERAPY SERVICES. BY USING THE CHAT FEATURE ON THE SERVICES YOU CONSENT TO YOUR INFORMATION BEING COLLECTED, USED, AND PROCESSED BY OUR SERVICE PROVIDERS ON OUR BEHALF. WE WILL HANDLE ANY PERSONAL INFORMATION WE RECEIVE THROUGH THE CHAT FEATURE SUCH AS CHAT TRANSCRIPTS AND ACCOUNT INFORMATION IN ACCORDANCE WITH OUR PRIVACY POLICY.

TERMS

1. USE OF THE SERVICES

We provide you with the ability to use the Services for your personal use provided you comply with these Terms. You are responsible for payment of charges for all Internet and communication services needed to use the Services.

2. ELIGIBILITY AND AGE RESTRICTIONS

Our Services are intended solely for use by individuals who are 18 years of age or older. When you use the Services, you represent that you are at least 18 years of age or the age of majority in the jurisdiction where you reside, or if you have not reached the age of majority in the jurisdiction where you reside, that you have received permission to use the Services from your parent or legal guardian. We do not knowingly permit or provide Services to minors. We reserve the right to suspend or terminate access if it becomes aware that a user is under 18 years of age.

You represent that any information you submit to us when using the Services is accurate, truthful, and current. You also represent that your use of the Services does not violate any applicable law or regulation.

3. PRIVACY POLICY

We collect certain Personal Information from and about you, including when you use the Services or otherwise communicate with us. Please see our [Privacy Policy](#) for more information on how we collect, use, retain, and disclose your Personal Information.

4. NO MEDICAL ADVICE

THE SERVICES OFFERED BY PATHOS ARE INTENDED SOLELY FOR GENERAL INFORMATION PURPOSES. THEY SHOULD NEVER BE RELIED UPON AS THE BASIS FOR DECISIONS CONCERNING YOUR HEALTH, SAFETY, OR OVERALL, WELL-BEING. WHILE THE INFORMATION PROVIDED MAY BE USEFUL FOR BROAD UNDERSTANDING, IT IS NOT A SUBSTITUTE FOR PROFESSIONAL THERAPY, MEDICAL CARE, OR CRISIS INTERVENTION SERVICES, NOR IS IT DESIGNED FOR INDIVIDUALS EXPERIENCING A CRISIS. USING THE SERVICES DOES NOT ESTABLISH A DOCTOR-PATIENT, THERAPIST-CLIENT, OR ANY OTHER PROFESSIONAL RELATIONSHIP BETWEEN YOU AND PATHOS.

THE SERVICES ARE ALSO NOT INTENDED FOR USE IN EMERGENCY SITUATIONS. IF YOU BELIEVE YOU MAY BE EXPERIENCING A MEDICAL OR PSYCHIATRIC EMERGENCY, YOU MUST IMMEDIATELY CALL EMERGENCY SERVICES (SUCH AS 911 IN THE UNITED STATES) OR SEEK ASSISTANCE FROM QUALIFIED PROFESSIONALS. ULTIMATELY, YOU REMAIN SOLELY RESPONSIBLE FOR THEIR OWN HEALTH AND WELL-BEING DECISIONS, AND PATHOS DISCLAIMS LIABILITY FOR ANY ACTIONS TAKEN OR NOT TAKEN BASED ON THE INFORMATION PROVIDED THROUGH THE SERVICES.

5. RESEARCH DATA

You agree that we have the right to create De-Identified Data and Aggregated Data from the Personal Information we collect through our Services. “**De-Identified Data**” is individual-level data derived from Personal Information that is stripped of personal identifiers, such as your name, contact information, or demographic information, but still retaining details about your interactions with the Services. De-Identified Data allows us to conduct broad research and analysis while protecting your privacy. We may combine De-Identified Data to create aggregated data, which is data that describes individuals as a group and is used for research, compiling statistics, and reporting trends, among other purposes (“**Aggregated Data**”). We own all right, title, and interest in such De-Identified Data and Aggregated Data and may use, publish, distribute, or sell it for any lawful purpose, including, but not limited to, research purposes and improving, analyzing, marketing, or developing our Services. For more information about how we create and use De-Identified Data and Aggregated Data, please see our [Privacy Policy](#).

You agree that this license grants us the right to use Personal Information to provide, improve, and develop the Services, including Pathos’ use of Artificial Intelligence Technologies. Artificial Intelligence (“AI”) Technologies are a type of technologies that enable computers to simulate human learning, problem-solving and decision making, including by use of machine learning, and any related AI models, large language models, data sets (including training data sets), algorithms, any technology that can create original text, images, video and other content (known as Generative AI) or automated decision making technology, including our AI-powered therapists.

6. INTELLECTUAL PROPERTY RIGHTS

Pathos and its licensors are the sole and exclusive owners of the Services. The Services includes the [pathos.science](#) domain, the content of the Services (including any text, audio, video, graphics, charts, photographs, interfaces, icons, software, computer code, databases, trademarks, logos, slogans, names of products, documentation, other components, and content), and the design, selection, and arrangement of the content on the Services.

The Services are protected by copyright, trademark, and other intellectual property laws. Any unauthorized use of the Services or the related intellectual property rights belonging to Pathos or any third party is strictly prohibited. The Services may contain references to third-party marks and copies of third-party copyrighted materials, which are the property of their respective owners, who may or may not be sponsored by, affiliated with, or connected to Pathos.

Unless otherwise noted, Pathos and the Pathos graphics, logos, icons, and service marks are trademarks, registered trademarks, or trade dress of Pathos protected under U.S. law and the laws of other countries. Pathos trademarks may not be used without our express written consent and must not be used in a manner that disparages or discredits Pathos, causes confusion among customers, or associates with any products or

Services not provided by Pathos. Pathos will take legal action against individuals using its trademarks or service marks in metatag keywords or hidden webpage text, as such use constitutes trademark infringement and unfair competition.

Access to the Services does not confer and shall not constitute a license to anyone to use Pathos or any third party's intellectual property rights.

7. ACCOUNT CREATION AND SECURITY

- **Account Requirement:** Certain features of the Services may require you to create an account with Pathos (“Account”). These Terms govern the creation and use of your Account.
- **Accurate Information:** You agree that any Personal Information you provide in connection with your Account will be accurate, current, and complete. You must promptly update your Account information to maintain its accuracy.
- **Password and Credentials:** When you create an Account, you will be asked to choose a password or other authentication credentials. You must keep these credentials confidential and secure. You may not share your Account or credentials with any other person.
- **User Responsibility:** You are responsible for all activities that occur under your Account, whether or not authorized by you. Pathos will not be liable for any loss or damage arising from unauthorized use of your Account.
- **Compromise Notification:** If you believe that your Account has been compromised, you must immediately contact us at support@pathos.science. Pathos may require you to reset your password or take other security measures.
- **Account Security Measures:** Pathos reserves the right to implement security features such as multi-factor authentication, session monitoring, or account verification. You agree to comply with these measures when enabled.
- **Suspension and Termination:** Pathos may suspend or terminate your Account if it determines that:
 - You provided false, misleading, or incomplete information.
 - You violated these Terms or applicable laws.
 - Your Account has been compromised or misused.
- **No Transferability** Accounts are personal to the individual who created them and may not be transferred, sold, or assigned to another party.

8. COMPLIANCE WITH LAWS

When you use the Services you are responsible for complying with all applicable laws, rules, and regulations, including our Acceptable Use Policy regarding online conduct set forth in these Terms.

9. ACCEPTABLE USE POLICY

- a. You will not download, copy, reproduce, display, duplicate, sell, publish, post, license, rent, distribute, modify, translate, adapt, or create derivative works of the Services.
- b. The Services are intended to be used for personal purposes.
- c. You will not use the Services for unlawful purposes.
- d. You will only provide us with true, accurate, and complete information when you use the Services.

- e. You will not submit inaccurate, incomplete, or out-of-date data via the Services, commit fraud or falsify data in connection with your use of the Services, or act maliciously against the business interests or reputation of Pathos or its affiliates.
- f. You will not engage in data mining, data scraping, or similar data gathering or extraction activities or retrieve data or other content from the Services. You will not access, use, or copy any portion of the Services, including any of its content, through the use of indexing agents, spiders, scrapers, bots, web crawlers, or other automated devices or mechanisms.
- g. You will not collect or store information about other users of the Services in any manner.
- h. You will not use the Services to post, transmit, input, upload, or otherwise provide any software code, data, or materials that contain any viruses or malware.
- i. You will not use the Services to develop, train, or improve any AI or machine learning models.
- j. You will not reverse engineer, decompile, disassemble, or otherwise attempt to discover the underlying source code, algorithms, or structure of any technology or Services provided by Pathos.
- k. You will not engage in activities designed to render the Services, an Account, or any associated computer systems inoperable or to make their use more difficult.
- l. You will not attempt to gain unauthorized access to the Services, an Account, or any associated computer systems.
- m. You will not use the Services in a manner which is contrary to the purposes for which it was made available to you by Pathos or for any purpose that Pathos deems objectionable.

10. USER GENERATED CONTENT DISCLAIMER

The User Generated Content represents the views of the user and may not represent the views of Pathos. We do not endorse the User Generated Content. We cannot confirm the accuracy or credibility of any User Generated Content, and we will not be liable to you or any third party for any actions you may take as a result of reading User Generated Content. While we prohibit certain User Generated Content, some people may find such content offensive, objectionable, harmful, inaccurate or deceptive.

11. FEEDBACK

Pathos welcomes comments regarding the Services. If you submit comments or feedback regarding the Services to us, they will not be considered or treated as confidential. We may use any comments and feedback that you send us at our discretion and without attribution or compensation to you. To the fullest extent allowed by law, you grant us an unrestricted, royalty-free, worldwide, irrevocable license to use, reproduce, display, perform, modify, transmit, and distribute such feedback in any manner, including in connection with our operations.

12. DMCA NOTICE: NOTICE AND PROCEDURE FOR MAKING CLAIMS OF COPYRIGHT INFRINGEMENT

Pathos will respond to notices of alleged infringement that comply with the Digital Millennium Copyright Act (“**DMCA**”). Copyright-infringing materials found on the Services can be identified and removed via our DMCA process listed below. You agree to comply with this DMCA process in the event you are involved in any claim of copyright infringement to which the DMCA may be applicable.

If you believe in good faith that your work has been copied in a way that constitutes copyright infringement, please provide Pathos's copyright agent with the written information specified below. Please note that this procedure is exclusively for notifying Pathos that your copyrighted material has been infringed. Pathos does not and will not make any legal decisions about the validity of your claim of infringement or the possible defenses to a claim.

If we receive a clear and valid notice as outlined in the guidelines below, Pathos will respond by either removing the allegedly infringing content or blocking access to it. Pathos may reach out to the notice provider to request additional information.

Under the DMCA, Pathos is required to take reasonable steps to notify the user who posted the allegedly infringing content ("Alleged Infringer").

The Alleged Infringer is allowed under the law to send Pathos a counter-notification. Notices and counter-notices are legal notices distinct from regular activities or communications as part of the Services. We may publish or share them with third parties at our sole discretion (in addition to producing them pursuant to a subpoena or other legal discovery request).

Anyone making a false or fraudulent notice or counter-notice may be liable for damages under the DMCA, including costs and attorneys' fees. Any person who is unsure of whether a particular material infringes a copyright held by such person or a third party should contact an attorney.

To file a DMCA notice, the copyright owner must send a written letter by fax, regular mail, or email only. We reserve the right to ignore a notice that is not in compliance with the DMCA, and we may, but are not obligated to, respond to a non-compliant notice.

A DMCA notice must:

- a. Identify specifically the copyrighted work(s) believed to have been infringed (for example, "My copyrighted work is the picture that appears at [list location where material is located].");
- b. Identify the content that a copyright owner claims is infringing upon copyrighted work. The copyright owner must provide information reasonably sufficient to enable us to locate the item on the Services. The copyright owner should provide clear screenshots of the allegedly infringing materials for identification purposes only. The information provided should be as detailed as possible;
- c. Provide information sufficient to permit us to contact the copyright owner directly: name, street address, telephone number, and email (if available);
- d. If available, provide information sufficient to permit us to notify the Alleged Infringer (email address preferred);
- e. Include the following statement: "I have a good faith belief that use of the material in the manner complained of is not authorized by the copyright owner, its agent, or the law";
- f. Include the following statement: "I swear, under penalty of perjury, that the information in the notification is accurate and that I am the copyright owner or am authorized to act on behalf of the owner of an exclusive right that is allegedly infringed";
- g. Be signed; and
- h. Be sent to our DMCA designated agent at the following address:

Dig Deep Inc. (d/b/a Pathos)
316 California Ave, Reno, NV, 89509

13. SUBSCRIPTIONS

Subscription Billing and Auto-Renewal

You may purchase a subscription to the Services (a “**Subscription**”). Unless otherwise indicated at checkout, the Subscription term begins on the date that we receive and accept payment. You shall pay the Subscription price (including any applicable price increase) at the beginning of the Subscription term, at any recurring billing intervals, and at the beginning of each subsequent annual renewal term, if any, until canceled.

Subscriptions will automatically renew until you cancel the Subscription in your account settings, or by contacting us at support@pathos.science.

We may update Subscription Fees from time to time and will provide you with email notice of any changes in Subscription Fees at least thirty (30) days prior to your Subscription renewal date. Your continued use of the Services after notice of a change to the Subscription Fees will constitute your agreement to such changes in the subsequent renewal period.

Payment of Subscription Fees

You agree to pay the listed Subscription price and all associated fees and taxes (“**Subscription Fees**”) when due and, if Subscription Fees are paid via credit card or other electronic means, you authorize us to charge Subscription Fees using the payment method associated with your account. You are responsible for providing complete and accurate billing information to Pathos. We may suspend or terminate your Subscription if Subscription Fees become past due. Subscription Fees shall be paid in U.S. Dollars.

Payment Processing

Payment processing services on the Services are provided by Stripe and are subject to the Stripe Connected Account Agreement, which includes the Stripe Terms of Service (collectively, the “**Stripe Services Agreement**”). You agree to be bound by the Stripe Services Agreement, which may be modified by Stripe from time to time. As a condition of our enabling payment processing services through Stripe, you agree to provide us with accurate and complete information about you and your business, and you authorize us to share it and transaction information related to your use of the payment processing services provided by Stripe.

Free Trials

Your Subscription to the Service may include a free trial. Availability of a free trial is not guaranteed. Eligibility for free trials may vary based on factors including the Subscription selected, whether you have previously used one for the relevant Services, and how recently you redeemed a free trial. There may be certain limitations on your ability to combine a free trial with other offers.

Promotions

We may also offer, in our sole discretion, promotions (e.g., a promotional price, a Subscriptions Fee credit, or an account-specific offer). These promotions may be subject to additional promotional terms disclosed during your sign-up or in other notices or materials provided to you. If you have linked a payment method with your account, we will bill this payment method when you activate the promotion and continue to bill that payment method at the then-current, non-promotional price after your promotion ends, unless you cancel prior to the end of your promotion or unless otherwise stated.

CANCELING A SUBSCRIPTION

IF YOU CANCEL A SUBSCRIPTION, YOU WILL CONTINUE TO HAVE ACCESS TO THE SERVICES THROUGH THE END OF YOUR THEN-CURRENT TERM, BUT YOU WILL NOT BE ENTITLED TO A REFUND OR CREDIT FOR ANY SUBSCRIPTION FEE ALREADY DUE OR PAID EXCEPT AS REQUIRED BY LAW OR IN OUR SOLE DISCRETION. IF WE TERMINATE YOUR SUBSCRIPTION WITHOUT CAUSE, WE MAY, IN OUR SOLE DISCRETION, REFUND YOU THE SUBSCRIPTION FEES FOR THE UNUSED PORTION OF YOUR SUBSCRIPTION.

1. DISCLAIMER OF WARRANTIES

THE SERVICES ARE PROVIDED TO YOU ON AN “AS IS” AND “AS AVAILABLE” BASIS. TO THE MAXIMUM EXTENT PERMITTED BY APPLICABLE LAW, PATHOS EXPRESSLY DISCLAIMS ALL EXPRESS OR IMPLIED WARRANTIES OF ANY KIND WITH RESPECT TO THE SERVICES, INCLUDING BUT NOT LIMITED TO THE IMPLIED WARRANTIES OF MERCHANTABILITY, FITNESS FOR A PARTICULAR PURPOSE, TITLE, NON-INFRINGEMENT, COURSE OF DEALING OR USAGE IN TRADE.

PATHOS DOES NOT WARRANT OR GUARANTEE THAT THE SERVICES WILL MEET YOUR NEEDS, BE COMPATIBLE WITH ANY STANDARDS OR USER REQUIREMENTS, THE AVAILABILITY OF THE SERVICES OR THAT THE SERVICES WILL BE UNINTERRUPTED OR ERROR-FREE, THAT ANY DEFECTS IN THE SERVICES WILL BE CORRECTED, OR THAT THE SERVICES IS FREE OF VIRUSES OR OTHER HARMFUL CONDITIONS OR COMPONENTS. YOUR USE OF THE SERVICES IS AT YOUR OWN RISK, AND YOU, ALONE, ARE RESPONSIBLE FOR ANY DAMAGE TO YOUR COMPUTER HARDWARE, SOFTWARE, SYSTEMS, AND NETWORKS FROM USING THE SERVICES.

WE EXPRESSLY DISCLAIM ANY LIABILITY FOR CLAIMS ARISING FROM OR RELATED TO THE USE OF AI TECHNOLOGIES OR ADTECH, INCLUDING BUT NOT LIMITED TO ANY ADVERTISING OR ADVERTISING ANALYTICS TECHNOLOGIES. AI-GENERATED CONTENT MAY BE INCOMPLETE, INACCURATE, OR OUTDATED. PATHOS MAKES NO REPRESENTATIONS OR WARRANTIES REGARDING THE ACCURACY, RELIABILITY, OR SUITABILITY OF SUCH OUTPUTS FOR ANY PURPOSE. YOU ARE SOLELY RESPONSIBLE FOR EVALUATING AND VALIDATING ANY AI-GENERATED OUTPUTS BEFORE RELYING ON THEM. YOU MUST EXERCISE INDEPENDENT JUDGMENT AND, WHERE APPROPRIATE, SEEK PROFESSIONAL ADVICE.

NO ADVICE OR INFORMATION, ORAL OR WRITTEN, OBTAINED BY YOU FROM PATHOS OR IN ANY MANNER FROM THE SITE CREATES ANY WARRANTY.

Some jurisdictions do not allow the exclusion or limitation of certain categories of damages or implied warranties; therefore, the above limitations may not apply to you. In such jurisdictions, our liability is limited to the greatest extent permitted by law.

2. LIMITATION OF LIABILITY

YOU EXPRESSLY UNDERSTAND AND AGREE THAT PATHOS PARTIES WILL NOT BE LIABLE FOR ANY INDIRECT, INCIDENTAL, SPECIAL, CONSEQUENTIAL, EXEMPLARY DAMAGES, OR DAMAGES FOR LOSS OF PROFITS INCLUDING DAMAGES FOR LOSS OF GOODWILL, USE, OR DATA OR OTHER INTANGIBLE LOSSES (EVEN IF THE PATHOS PARTIES HAVE BEEN ADVISED OF THE POSSIBILITY OF SUCH DAMAGES), WHETHER BASED ON CONTRACT, TORT, NEGLIGENCE, STRICT LIABILITY, OR OTHERWISE, RESULTING FROM: (A) THE USE OR THE INABILITY TO USE THE SERVICE; (B) 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 SERVICE; (C) UNAUTHORIZED ACCESS TO OR ALTERATION OF YOUR TRANSMISSIONS OR DATA; (D) STATEMENTS OR CONDUCT OF ANY THIRD PARTY ON THE SERVICE; OR (E) ANY OTHER MATTER RELATING TO THE SERVICE. IN NO EVENT WILL THE PATHOS PARTIES' TOTAL LIABILITY TO YOU FOR ALL DAMAGES, LOSSES, OR CAUSES OF ACTION EXCEED THE AMOUNT YOU HAVE PAID PATHOS IN THE LAST SIX (6) MONTHS, OR, IF GREATER, ONE HUNDRED DOLLARS (\$100).

THIS INCLUDES, WITHOUT LIMITATION:

- A. ANY LOSS OF USE, LOSS OF DATA, LOSS OF GOODWILL, COST OF PROCUREMENT OF SUBSTITUTE SERVICES, OR ANY OTHER INDIRECT, SPECIAL, INCIDENTAL, OR CONSEQUENTIAL DAMAGES;
- B. ANY DAMAGES TO, OR MALWARE THAT MAY INFECT YOUR ELECTRONIC DEVICES OR OTHER PROPERTY RESULTING FROM YOUR USE OF THE SERVICES OR YOUR ACCESS TO, USE OF, BROWSING OF, OR DOWNLOADING OF ANY CONTENT OR USER CONTENT FROM THE SERVICES; AND
- C. ANY CONTENT AVAILABLE ON OR THROUGH THE SERVICES OR ANY THIRD-PARTY WEBSITES OR OTHER WEBSITES LINKED TO THE SERVICES.
- D. ANY LOSSES OR DAMAGES ARISING FROM THE USE OF ADTECH ON THE SERVICES, INCLUDING USE OF COOKIES OR ANY OTHER ADVERTISING OR WEBSITE ANALYTICS TECHNOLOGIES.
- E. ANY LOSSES OR DAMAGES ARISING FROM THE USE OF OR RELIANCE ON AI TECHNOLOGIES, INCLUDING BUT NOT LIMITED TO AI THERAPY SERVICES, INCLUDING ANY AI-GENERATED OUTPUTS.

THE ABOVE LIMITATIONS APPLY WHETHER THE ALLEGED LIABILITY IS BASED ON CONTRACT, TORT, NEGLIGENCE, STRICT LIABILITY, OR ANY OTHER BASIS, RESULTING FROM (1) THE USE OF, OR THE INABILITY TO USE, THE SERVICES; (2) THE USE OF, OR THE INABILITY TO USE, ITEMS PURCHASED ON THE SERVICES; OR (3) THE COST OF PROCUREMENT OF SUBSTITUTE SERVICES OR ITEMS, EVEN IF WE OR OUR AGENTS HAVE BEEN ADVISED OF THE POSSIBILITY OF SUCH DAMAGES.

3. INDEMNIFICATION

EXCEPT AS PROHIBITED BY APPLICABLE LAW, YOU AGREE TO INDEMNIFY, DEFEND AND HOLD HARMLESS PATHOS AND OUR AGENTS FROM AND AGAINST ALL CLAIMS,

DEMANDS, COMPLAINTS, ALLEGATIONS OR ACTIONS (“CLAIMS”) AND AGREE TO PAY ANY LOSSES, LIABILITIES, DAMAGES, JUDGMENTS, SETTLEMENTS, FINES, PENALTIES, EXPENSES, AND COSTS (INCLUDING REASONABLE ATTORNEYS' FEES) ARISING OUT OF OR RELATED TO: (A) YOUR ACCESS TO, USE OF, OR MISUSE OF THE SERVICES OR THE USER GENERATED CONTENT; (B) YOUR VIOLATION OF ANY APPLICABLE LAWS WHEN ACCESSING OR USING THE SERVICES OR THE USER GENERATED CONTENT; (C) YOUR SUBMISSION OF USER GENERATED CONTENT; (D) YOUR MISUSE OF ANOTHER PERSON'S PERSONAL INFORMATION; (E) YOUR INFRINGEMENT OR MISAPPROPRIATION OF PATHOS OR ANY THIRD PARTY'S INTELLECTUAL PROPERTY RIGHTS; (F) YOUR FAILURE TO COMPLY WITH THE ACCEPTABLE USE POLICY; OR (G) YOUR VIOLATION OF THESE TERMS. WE RESERVE, AND YOU GRANT TO US, THE EXCLUSIVE RIGHT TO ASSUME THE DEFENSE AND CONTROL OF ANY MATTER SUBJECT TO INDEMNIFICATION BY YOU (SUBJECT TO YOUR CONTINUING INDEMNIFICATION).

SOME JURISDICTIONS DO NOT ALLOW FOR INDEMNIFICATION PROVISIONS IN CONSUMER AGREEMENTS; THUS, THESE INDEMNIFICATION PROVISIONS MAY NOT APPLY TO YOU.

4. TERMS APPLICABLE TO NEW JERSEY CUSTOMERS

No provision in these Terms shall apply to any consumer in New Jersey if the provision limits remedies for (i) negligence, (ii) merchandise liability claims, (iii) the punitive damages laws, (iv) the New Jersey Uniform Commercial Code, or (v) failure to reasonably protect against harm arising from certain criminal acts of third parties (e.g., computer hacking and identity theft). The provisions of these Terms concerning the exclusion or limitation of certain damages are not applicable in New Jersey with respect to statutory damages, punitive damages, loss of data, and loss of or damage to property. Pathos reserves all rights, defenses, and permissible limitations under the laws of New Jersey and the laws of your state of residence.

5. DISPUTE RESOLUTION: ARBITRATION AGREEMENT; CLASS WAIVER; WAIVER OF TRIAL BY JURY

a. WAIVER OF RIGHTS.

PLEASE READ THE FOLLOWING PARAGRAPHS CAREFULLY. THIS COVERS ANY DISAGREEMENT, DISPUTE, CLAIM, OR CONTROVERSY ARISING OUT OF OR RELATED TO THESE TERMS, YOUR USE OF OUR SERVICES, USER-GENERATED CONTENT, OR ANY OTHER ASPECT OF YOUR RELATIONSHIP WITH PATHOS WHETHER IN CONTRACT, TORT, OR OTHERWISE (“DISPUTE”) EXCEPT THE FOLLOWING:

- ANY DISPUTE FALLING WITHIN THE JURISDICTIONAL SCOPE AND AMOUNT OF AN APPROPRIATE SMALL CLAIMS COURT MUST BE BROUGHT IN SMALL CLAIMS COURT ON AN INDIVIDUAL BASIS, AND
- ANY DISPUTE SEEKING TO ENJOIN INFRINGEMENT OR OTHER MISUSE OF INTELLECTUAL PROPERTY RIGHTS MAY BE BROUGHT IN ANY COURT OF COMPETENT JURISDICTION.

EACH PARTY MAY PROCEED IN ANY DISPUTE ONLY IN THAT PARTY'S INDIVIDUAL CAPACITY AND NOT AS A PLAINTIFF OR CLASS MEMBER IN ANY CLASS ACTION OR MASS ARBITRATION.

BY ENTERING INTO THIS ARBITRATION AGREEMENT, INDEPENDENT OF THE REMAINING PROVISIONS OF THESE TERMS, AND BY AGREEING TO A WAIVER OF CLASS ACTIONS OR MASS ARBITRATIONS, EACH OF US IS GIVING UP CERTAIN RIGHTS INCLUDING:

- THE RIGHT TO FILE A LAWSUIT OR HAVE A JURY TRIAL. INSTEAD, WE WILL HAVE A HEARING BEFORE A NEUTRAL ARBITRATOR. THERE IS NO JUDGE OR JURY IN ARBITRATION, AND THE DISCOVERY AND APPEAL PROCESS IS DIFFERENT.
- THE RIGHT TO PURSUE CLASS ACTIONS, CLASS ARBITRATION OR MASS ARBITRATION, COLLECTIVE OR REPRESENTATIVE CLAIMS.

b. **Good Faith Negotiations.** We always prefer to resolve Disputes by negotiating in good faith. Either party may attempt to resolve a Dispute through good-faith negotiations. In the event of a Dispute, each party shall first send written notice of the Dispute, which includes your name, address, email address, phone number, and a description of the relief you are seeking (“**Dispute Notice**”). Within 30 days after delivery of the Dispute Notice (unless mutually agreed by the parties), the parties shall meet virtually at a mutually acceptable date and time. At no point during this time shall either party initiate litigation or arbitration, except for Disputes subject to injunctive or other equitable relief. If the Parties cannot resolve the Dispute within 60 days of the Dispute Notice, either party may pursue individual arbitration proceedings as described below.

c. **MUTUAL ARBITRATION AGREEMENT.**

- i. **Arbitration of Individual Disputes.** Any dispute that cannot be resolved through good faith negotiations must be pursued through binding arbitration on an individual basis as outlined in this section (the “**Arbitration Agreement**”). A single arbitrator will administer the arbitration.
- ii. **AAA Proceedings.** Either you or Pathos may bring an arbitration proceeding. All arbitrations shall be filed with and administered by the American Arbitration Association (“AAA”) in accordance with its [Consumer Arbitration Rules](#) (the “**AAA Rules**”). You may obtain instructions on how to file an arbitration with AAA by calling AAA at 1-(800) 778-7897 or online at www.adr.org, or we can assist you in contacting AAA.
- iii. **Scope of Arbitrator’s Decision Making.** The Parties agree that the arbitrator shall decide all Disputes and all related issues, excluding (a) issues expressly reserved for a court decision in these Terms, (b) issues that relate to the scope, validity, and enforceability of the Arbitration Agreement, class action waiver, jury waiver or any of the dispute resolution provisions of these Terms; (c) issues that relate to the arbitrability of any Dispute; (d) whether a Dispute is barred by the statute of limitations or a contractual provision in these Terms; (e) issues related to the scope, application and enforceability of the waiver provisions that are for the court to decide, or (f) whether filing of a demand for arbitration was authorized by a party. All other issues are for the arbitrator to decide.
- iv. **Final and Binding Decision.** The decision of the arbitrator will be final and binding and will not have precedential effect. The arbitrator shall not have the authority to award damages outside of those set forth in these Terms. Any final award or judgment may be filed and enforced in any court of competent jurisdiction. The Parties will bear the costs of the arbitration in accordance with the AAA Rules. Any arbitration proceeding may not be consolidated or joined with any other proceeding.

v. Applicability of the FAA. The parties acknowledge that this Arbitration Agreement evidences a transaction involving interstate commerce, and the Federal Arbitration Act, 9 U.S.C. Sections 1–16, shall govern the interpretation, enforcement, and proceedings pursuant to this Arbitration Agreement, and not state law.

vi. Confidentiality. The parties expressly agree that any actions taken under the Arbitration Agreement and related provisions, including but not limited to all filings, subject matter, orders, judgments, and awards made in any arbitration proceeding, are confidential and may not be disclosed to any third party.

vii. Survival. This Arbitration Agreement provision will survive the termination of these Terms.

viii. Mass Arbitrations. If 25 or more arbitration demands asserting the same or substantially similar claims, and seeking the same or substantially similar relief are submitted to AAA with the assistance or coordination of the same law firm(s) or legal entities against either party (a “**Mass Filing**”), the parties agree (i) to administer the Mass Filing in batches of 10 demands per batch with only one batch filed, processed, and adjudicated at a time; (ii) to designate one arbitrator for each batch; (iii) to accept applicable fees, including any related fee reduction determined by AAA Rules in its discretion; (iv) that no other demands for arbitration that are part of the Mass Filing may be filed, processed, or adjudicated until the prior batch of 10 is adjudicated; (v) that fees associated with a demand for arbitration included in a Mass Filing, including fees owed by us, you and other claimants, shall only be due after your demand for arbitration is included in a set of batch proceedings and that batch is properly designated for filing, processing, and adjudication; (vi) that the staged process of batched proceedings, with each set including 10 demands, shall continue until each demand (including your demand) is adjudicated or otherwise resolved; and (vii) to make reasonable faith efforts to resolve each batch of demands within 180-days, failing which any party may cease arbitration and file in a court of competent jurisdiction.

ix. Appointment of Arbitrator for Batch Proceedings; Procedural Arbitrators. Arbitrators will be selected in accordance with the applicable AAA Rules. The arbitrator will determine the location for each batch proceeding. The Parties agree to cooperate in good faith with each other and with AAA to implement a “batch approach” to provide for an efficient resolution of claims, including the payment of combined reduced fees, set by AAA at its discretion, for each batch of demands.

The parties shall cooperate with each other and with AAA to establish any other processes or procedures that will provide for an efficient resolution of any claims. If the Parties cannot agree on a batching process, the parties agree that AAA shall appoint a procedural arbitrator. This “Batch Arbitration” provision shall not increase the number of demands necessary to trigger the applicability of AAA’s Mass Arbitration Supplementary Rules or authorize class arbitration of any kind.

Pathos does not agree or consent to class arbitration, mass arbitration, private attorney general arbitration, or arbitration involving joint or consolidated claims under any circumstances. The parties agree that this batching provision is critical to this Arbitration Agreement. If the batching provision is found to be invalid, unenforceable, or illegal, then the Batch Proceedings section shall be null and void, and neither party shall be entitled to arbitrate any claim that is a part of the Mass Filing.

x. Mediation Following First Batch in a Mass Filing. The results of the first batch of demands will be given to an AAA mediator selected from a group of 5 mediators initially proposed by AAA. Pathos and the counsel for the remaining claimants have the right to strike one

mediator and then rank the remaining mediators and the highest collectively ranked mediator being selected.

The selected mediator is responsible for attempting to resolve the Dispute in the Mass Filing. The Parties will then have 90 days (the “**Mediation Period**”) to agree on a resolution or substantive methodology for resolving the outstanding demands. If the parties are unable to resolve the outstanding demands during the Mediation Period and cannot agree on a method of resolving them through further arbitrations, either we or any remaining claimant may opt out of the arbitration process and have the demand(s) proceed in a court of competent jurisdiction. Notice of the opt-out will be provided in writing within 60 days of the close of the Mediation Period. If neither party opts out and they cannot agree on a method for resolving the remaining demands through further arbitration, the arbitrations will continue with the batching process. Absent notice of an opt-out, the arbitrations will proceed in the order determined by the sequential numbers assigned to demands in the Mass Filing.

xi. Opt-Out. If you wish to opt out of this Arbitration Agreement, you must provide us with your notice to opt out within 30 days of the first date you visit or use our Site. You must send us a letter stating: “Request to Opt-Out of Agreement to Arbitrate” to:

Dig Deep, Inc. (d/b/a Pathos)
316 California Ave, Reno, NV, 89509

If you opt out of this Arbitration Agreement, all other parts of these Terms will still apply to you. This opt-out does not apply to the class action waiver.

xii. Modification. If we modify this Arbitration Agreement, you may reject that change by sending us written notice within thirty (30) days of our posting of the change, in which case we will terminate your Account, and you must stop using the Services, your Account, and the User Generated Content.

xiii. Enforceability. IF THIS CLASS ACTION WAIVER IS DEEMED INVALID OR UNENFORCEABLE, NEITHER PARTY MAY USE ARBITRATION TO RESOLVE DISPUTES UNDER THESE TERMS, AND ALL DISPUTES WILL BE RESOLVED THROUGH LITIGATION.

xiv. Applicable Law. Delaware law applies to any arbitration under this Arbitration Agreement, but the Federal Arbitration Act governs the interpretation and enforcement of the Arbitration Agreement.

6. SPECIAL TERMS FOR APPS DISTRIBUTED THROUGH THE APPLE APP STORE OR GOOGLE PLAY STORE

- Our Services and certain Content may be available through the Apple App Store or Google Play (collectively the “**Apps**”). You understand that these Terms are between you and Pathos and not with Apple Inc. or Google, Inc. (each an “**App Distributor**”). Pathos, not the App Distributor, is solely responsible for the Services and their Content. In the event that the rules and restrictions in these Terms related to your use of the Services conflict with the terms and conditions provided by the applicable App Distributor, the App Distributor’s terms shall control.
- The licenses granted to you for the Services in these Terms are solely for use by you on a device that utilizes the Apple iOS or Android operating system in accordance with the applicable App Distributor’s terms and conditions.

- Pathos is solely responsible for providing any Services maintenance and you agree that the App Distributor has no obligation to provide any Services maintenance and support.
- Pathos is solely responsible for any product warranties, whether express or implied by law, to the extent not disclaimed in these Terms. In the event the Services fail to conform to any applicable warranty, you may notify the App Distributor, and the App Distributor, in accordance with its terms and policies, may refund the purchase price, if any, paid for the Services. To the maximum extent permitted by applicable law, the App Distributor has no other warranty obligation with respect to the Apps, and any other claims, losses, liabilities, damages, costs, or expenses attributable to any failure to conform to any warranty will be Pathos's sole responsibility.
- You and Pathos acknowledge that Pathos, not an App Distributor, is responsible for addressing any claims that you or any third party have relating to the Services, including any (1) product liability claims; (2) any claim that the Services fails to conform to any applicable legal or regulatory requirement; and (3) any claim arising under consumer protection, privacy, or similar legislation.
- Pathos not the App Distributor, will be solely responsible for the investigation, defense, settlement, and discharge of any third-party intellectual property infringement claims related to the use of the Services, and you must comply with applicable App Distributor terms when using the Services.
- You agree that the App Distributors and their subsidiaries are third-party beneficiaries of these Terms as applicable to the Services and that, upon your acceptance of these Terms, each App Distributor will have the right (and will be deemed to have accepted the right) to enforce these Terms (as applicable) against you as a third-party beneficiary thereof.

7. GOVERNING LAW

Except for (a) claims subject to binding arbitration or (b) claims subject to small claims court proceedings, these Terms are governed by the laws of the State of Delaware without regard to its conflict of laws principles. Except with regard to disputes that are subject to arbitration under this Agreement, the venue for any other dispute arising under this Agreement is exclusively in the state or federal courts located in the State of Nevada. You expressly agree to the exclusive jurisdiction of those courts. Any cause of action or other claim with respect to the Services must be commenced within one year after the cause of action or claim arises. The United Nations Convention for the International Sale of Goods does not apply to this Agreement.

8. THIRD-PARTY SERVICES AND WEBSITES

The Services may provide links or other access to services, sites, technology, and resources that are provided or otherwise made available by third parties (the "Third-Party Services"). Your access and use of the Third-Party Services may also be subject to additional terms and conditions, privacy policies, or other agreements with such third party. Pathos has no control over and is not responsible for such Third-Party Services, including for the accuracy, availability, reliability, or completeness of information shared by or available through Third-Party Services, or on the privacy practices of Third-Party Services. We encourage you to review the privacy policies of the third parties providing Third-Party Services prior to using such services. Pathos enables your access to these Third-Party Services merely as a convenience and the integration or inclusion of such Third-Party Services does not imply an endorsement or recommendation.

9. CONSENT TO COMMUNICATIONS WITH PATHOS

You verify that any contact information voluntarily provided to us, including, but not limited to, your mailing address, e-mail address, residential phone number, and mobile phone number is true and accurate. You further verify that you are the telephone subscriber and/or that you own any telephone numbers that you submit to us.

You agree to receive electronic communications from us, whether sent to your email address or posted at the Services. You acknowledge and agree that any communication by e-mail or by posting on the Services satisfies any legal requirement that such communications be made in writing.

We may provide you with transactional communications concerning your account, the Services, updates to these Terms or our Privacy Policy or news concerning us, and industry developments to your email address.

We may also send promotional emails for sales and marketing purposes. If you wish to opt out of receiving such promotional emails, you can unsubscribe from our marketing list by following the unsubscribe options or by emailing us at support@pathos.science.

With your express, written consent, we may send you communications via SMS. You may incur charges for these calls and text messages by your telephone carrier. You acknowledge that we will not be responsible for any such charges. To opt out of such SMS communications, you may respond to any text you receive on your mobile device with the word “STOP” or email us at support@pathos.science.

See our [Privacy Policy](#) for more information on other ways in which you may control how we communicate with you.

10. NOTICE FOR INTERNATIONAL USERS OF THE SERVICES

The Site is controlled, operated, and administered by Pathos from its offices within the United States of America. Pathos makes no representation that materials on the Site are appropriate or available for use at locations outside of the United States. If you access this Site from locations outside of the United States, you are responsible for compliance with all local laws.

11. MISCELLANEOUS

- a. Termination. We reserve the right to make any changes to the Services in any manner and to deny or terminate your access to the Services, even if you have an account, in our sole discretion.
- b. Assignment. We may assign our rights and delegate our duties under these Terms at any time to any party without notice to you. You may not assign your rights or delegate your duties under these Terms without our prior written consent, and any such assignment is immediately void.
- c. No Third-Party Beneficiaries. These Terms do not confer any rights, remedies, or benefits upon any person other than you and Pathos.
- d. Entire Agreement. These Terms (including all terms and conditions referenced herein) are the entire agreement between you and Pathos with respect to your access to and use of the Services.
- e. No Waiver. Our failure to enforce any provision of these Terms will not constitute a waiver of that provision or any other provision. Any waiver of any provision of these Terms will be effective only if in writing and signed by Pathos.
- f. Severability. If any provision of these Terms is held invalid, void, or unenforceable, that provision will be severed from the remaining provisions, and the remaining provisions will remain in full force and effect.
- g. Successors and Assigns. These Terms are to the benefit of Pathos’s successors and assigns.

- h. Survival. Any provisions of these Terms that are intended to survive termination (including any provisions regarding indemnification, limitation of liability, or dispute resolution) will continue in effect beyond any termination of these Terms, your Account, or your access to or use of the Services.

12. CONTACT US

If you do not understand any of the Terms or if you have any questions or comments, we invite you to contact Pathos with questions or comments regarding these Terms at:

Dig Deep, Inc (d/b/a Pathos)
support@pathos.science
316 California Ave, Reno, NV, 89509