



TERMS OF USE

Effective November 2020

These Terms of Use (“Terms”) constitute an agreement between you and Lyfebulb Holdings Inc., a Delaware corporation (“Lyfebulb” or “we,” “our” or “us”) governing your use of the TransplantLyfe platform either through our website at www.transplantlyfe.com (the “Site”) or through our mobile application (“App”) (together, the Site and App are the “TransplantLyfe Platform”).

By accessing or using the TransplantLyfe Platform, you agree to be bound by these Terms, which incorporate our [Privacy Policy](#) by reference and which together comprise your “Agreement”.

MEMBERSHIP ELIGIBILITY

The TransplantLyfe Platform is not intended to be used by anyone under the age of 18 regardless of parental or guardian consent. **If you are younger than 18, you are not authorized to use the TransplantLyfe Platform.**

To register as a TransplantLyfe member you represent and warrant that you are at least 18 years of age, you are registering in your individual capacity, not on behalf of any commercial interest (including your own), and not on behalf of any employer, client or other entity, and you are a (a) diagnosed patient of the particular community you are joining or a care partner of or acting for such a patient, (b) health care professional (e.g. doctor, nurse, health researcher, etc.) interested in the subject matter of the community (but not to solicit patients or provide medical advice or counselling of any kind), or (c) guest as authorized directly by Lyfebulb.

In order to create a user account, you must provide your full name, an email address, role (including the applicable category from the paragraph above, and may also require indicating transplant recipient, someone in the pre-transplant phase, or other indications as we may require at any time), your country or region of residence, a public username (to protect your privacy, we recommend that you create a pseudonym for your presence in our communities), and a user password. You agree that you will never divulge or share access to or information for your user account with any third party for any reason. In setting up your user account, you may be prompted to enter additional optional information (e.g., your year of birth). You represent that all information provided by you is accurate and current. You agree to maintain and update your information to keep it accurate and current.

You are responsible for maintaining the confidentiality of your member password and login, and are fully responsible for all activities that occur under your password or account with or without your knowledge. If you knowingly provide your login and password information to another person, your membership privileges may be suspended temporarily or terminated. You agree to immediately notify us of any unauthorized use of your membership password or login or any other breach of security.

PRIVACY

We care about the confidentiality and security of your personal information. Please see the [Privacy Policy](#) for more information about the collection and use of data on the TransplantLyfe Platform. To protect your privacy, we recommend that you create a pseudonym as your username that will be visible to participants in our communities. If you choose to use your real name or any version of your real name, we

are not responsible for preserving your anonymity in connection with any of your activities in our communities.

NO MEDICAL ADVICE

NO ONE ON THE SITE OR IN ANY COMMUNITY ARE ACTING AS (AND ARE NOT PERMITTED TO ACT AS) MEDICAL PROFESSIONALS AND NO ADVICE OR CONTENT IS INTENDED TO BE MEDICAL ADVICE OR PROFESSIONAL COUNSELING OF ANY KIND. ALL USERS ARE ENCOURAGED TO CONSULT THEIR OWN MEDICAL PROFESSIONALS AND COUNSELORS PRIOR TO FOLLOWING ANY ADVICE OFFERED ON OR THROUGH THE TRANSPLANTLYFE PLATFORM.

No information available through the TransplantLyfe Platform is intended to diagnose, treat, cure, or prevent any disease. All of the material provided on or made available through the TransplantLyfe Platform, such as text, audio and video files, graphics, photographs, images, advice, messages, forum postings, and any other material provided on or through the TransplantLyfe Platform are for informational purposes only and are not a substitute for professional mental health advice, medical advice or treatment. Always seek the advice of a physician or other qualified health provider with any questions you may have regarding your health and well-being. Never disregard professional medical advice or delay in seeking it because of something you have learned through the TransplantLyfe Platform.

If you think you may have a medical emergency, call your doctor or 911 immediately. We do not recommend or endorse any specific tests, physicians, products, procedures, opinions, or other information that may be mentioned on the TransplantLyfe Platform. Reliance on any information provided through the TransplantLyfe Platform, by persons appearing on the TransplantLyfe Platform, or by other users or TransplantLyfe members is solely at your own risk.

ACCEPTABLE USE OF TRANSPLANTLYFE PLATFORM

Users and TransplantLyfe members agree that the TransplantLyfe Platform is solely for their personal use and not for any of them to promote or endorse any commercial services or products, including without limitation any of their own services or products (whether or not such services or products are made available for free). The TransplantLyfe member community and the content and information contained in the member community, is for the personal use of individual members only and may not be used in connection with any commercial endeavors. Organizations, companies, and/or businesses may not become TransplantLyfe members and must not use the TransplantLyfe Platform without express consent from Lyfebulb. All content shared within the TransplantLyfe Platform is not for external use.

By using the TransplantLyfe Platform, you agree to respect the privacy and preserve the dignity of all community participants.

As a condition of your use of the TransplantLyfe Platform, you will not damage, disable, overburden, or impair any server or the network(s) connected to any server operated by or for Lyfebulb or interfere with any other party's use and enjoyment of the TransplantLyfe Platform. You will not attempt to gain unauthorized access to the TransplantLyfe Platform, other accounts, computer systems, or networks through hacking, password mining, or any other means. You will not obtain or attempt to obtain any materials or information stored on behalf of the TransplantLyfe Platform, its servers, or associated computers through any means not intentionally made available to you.

You agree not to scrape, or otherwise download in bulk, any content, including but not limited to a list or directory of users or TransplantLyfe members or User Postings (as defined below). You agree not to misrepresent or attempt to misrepresent your identity while using the TransplantLyfe Platform (although you are welcome and encouraged to use a pseudonym username in the forums and to act in a manner that keeps your identity concealed).

You agree not to disclose to any person or entity personally identifiable information about other members that you encounter while using the TransplantLyfe Platform (whether posted in a TransplantLyfe community by a member or emailed to you by a member) without the express consent of such member. You may disclose information of a general nature (that could not identify the member who provided such information or whom such information is about) to third parties outside the TransplantLyfe Platform, subject to the above restriction on non-commercial use.

PROPRIETARY RIGHTS

Except for content provided by third parties and User Postings (as defined below), which, in each case, is owned by the licensors of such content (collectively, "Third Party Content"), Lyfebulb is the owner of all text, graphics, user interfaces, visual interfaces, photographs, taglines, video media, artwork, sound, and any other materials, in whatever format, (collectively, "Lyfebulb Content" and together with Third Party Content, the "Content"), and the structure, selection, coordination, expression, "look and feel" and the arrangement thereof, and all intellectual property rights, including, without limitation, all copyrights and trademarks therein or otherwise associated with Lyfebulb or the TransplantLyfe Platform, with all rights reserved. You acknowledge and agree that all Content available on or through the TransplantLyfe Platform, and all trademarks, logos, taglines, as well as the structure, selection, coordination, expression, "look and feel" and the arrangement thereof, are protected by copyrights, trademarks, service marks or other proprietary rights and laws.

Lyfebulb grants you a non-exclusive limited license to download, print, and make a reasonable number of copies of the Lyfebulb Content and materials available on the TransplantLyfe Platform solely for your personal, non-commercial use, provided that you keep intact all copyright and other proprietary notices and do not copy or post the content and materials on any network computer or broadcast the content and materials in any media. User Postings are subject to the terms provided below. Except as set forth in the preceding sentence or as separately authorized in writing by Lyfebulb, you agree not to sell, license, rent, modify, distribute, copy, reproduce, transmit, publicly display, publicly perform, publish, adapt, edit, compile or create derivative works from any Content acquired from or through the TransplantLyfe Platform. Use of the Content for any purpose not expressly permitted in the Terms is prohibited. You acknowledge and agree that the unauthorized use of the Content or of any intellectual property right could cause irreparable harm to Lyfebulb or its licensors and that in the event of such unauthorized use, Lyfebulb or its licensors shall be entitled to injunctive relief in addition to any other remedies available at law or in equity.

Lyfebulb cautions you that some documents, photos, and other content may have been published on the TransplantLyfe Platform with the permission of the relevant copyright owners (who are not controlled by Lyfebulb). All rights in such documents, photos, and other content are reserved to their owners and permission to copy or otherwise exploit them must be requested and obtained directly from the copyright owners.

USER POSTINGS

Rules for User Postings

You agree that you are responsible for your own use of the TransplantLyfe Platform and for your User Postings. "User Postings" means all content submitted, posted, published, or distributed on the TransplantLyfe Platform by you or other users of the TransplantLyfe Platform (whether by a TransplantLyfe member or otherwise), including but not limited to all forum posts, notes, questions, comments, videos, file uploads and links to third party materials. You agree that you will use the TransplantLyfe Platform in compliance with the Terms, and all applicable local, state, national and international laws, rules and regulations, including copyright laws, any laws regarding the transmission of technical data exported from your country of residence, and all United States export control laws.

It is a condition of using the TransplantLyfe Platform that you do not upload, post, transmit or otherwise make available:

- any User Postings that are unlawful, harmful, hateful, threatening, abusive, harassing, libelous, defamatory, obscene, vulgar, pornographic, profane, racially disparaging, indecent, or invasive of another's privacy;
- any User Postings that constitute or promote any illegal activity, including, without limitation, any User Postings constituting or encouraging conduct that would be a criminal offense, give rise to civil liability or otherwise violate any local, state, national or foreign law;
- any User Postings that are false, misleading, or fraudulent;
- any User Postings that you do not have a right to make available under any law or under contractual or fiduciary relationships (such as inside information or proprietary and confidential information learned or disclosed as part of employment relationships or under nondisclosure agreements);
- any User Postings that violate or infringe upon the rights of others, including User Postings which misappropriate or violate the patent rights, copyrights, trademark rights, privacy rights, publicity rights, trade secret rights, confidentiality rights, contract rights, or any other rights of any individual, living or deceased, or any legal entity;
- any User Postings related to partisan political activities;
- any User Postings containing offensive comments that are connected to race, national origin, gender, sexual preference or physical handicap;
- any User Postings that contain the image, name or likeness of anyone other than yourself, unless that person is at least eighteen years old and you can demonstrate that you have first obtained that person's express permission;
- any request for or solicitation of any personal or private information from any individual;
- any request for or solicitation of money, goods, or services for private gain;
- any promotion or endorsement of any services or products, including without limitation your own services or products (whether or not any such services or products are made available for free);
- any material that contains software viruses or any other computer code, files or programs designed to interrupt, destroy or limit the functionality of any computer software or hardware or telecommunications equipment; or
- any User Postings that contains advertising, promotions or marketing, or which otherwise have a commercial purpose.

In addition, you may not impersonate any person or entity or falsely state or otherwise misrepresent your affiliation with a person or entity; violate any local, state, national or international law, rule or regulation; or use any robot, spider, scraper, or other automated means to access the TransplantLyfe Platform or content or services provided on the TransplantLyfe Platform for any purposes. You may not post content on the TransplantLyfe Platform that contains any viruses, Trojan horses, worms, time bombs, spiders, or other computer programming routines that are intended to damage, detrimentally interfere with, surreptitiously intercept or expropriate any system, data or personal information. You shall not attempt to make the TransplantLyfe Platform unavailable through denial-of-service attacks or similar means. You shall not use contact information provided by members, or collect information about our members, to facilitate the sending of unsolicited bulk communications such as SPAM or SPIM or allow others use of your membership account to take such actions.

By posting User Postings or submitting User Postings to the TransplantLyfe Platform or to us as feedback, you represent and warrant that (i) you own or otherwise control all of the rights to the User Postings and have the right to grant the license set forth in these Terms; (ii) the User Postings is accurate and not

misleading, (iii) the User Postings complies with the Terms; and (iv) you are at least eighteen years old and have read and understood these Terms.

Your User Postings and Participation in Communities

TransplantLyfe members may access and participate in community areas only for which they have registered. These communities include forums and chat functionality where members may post their User Postings, which may include messages, images, and other content. We may also enable you to engage one or more other Users, with their consent, in a private chat visible only to such invited users.

We reserve the right to add, discontinue, merge or modify the rules relating to any of the communities at any time. You agree to abide by all rules that we post governing the activities of any community and to abide by any changes that we make to any community.

Your account settings may enable you to control whether and which other users or members can view your User Postings. Please be aware that if you do not (or if the functionality is not available to) elect to limit access, then all other members in your designated community will be able to view your User Postings. Regardless of your sharing elections, any User Postings that you transmit will be treated as non-confidential and non-proprietary. Although we discourage our users from copying and sharing material from the TransplantLyfe Platform, we do not prevent it. Therefore, be careful in determining when and whether to share personally identifiable information. When you share your personally identifiable information with another user or anywhere on the TransplantLyfe Platform (other than in your original account registration), we cannot control how other users and third parties may use, store or further share such personally identifiable information.

Subject to our [Privacy Policy](#), when you post your User Postings to any part of the TransplantLyfe Platform, you automatically grant, and you represent and warrant that you have the right to grant, to us an unrestricted, unlimited, irrevocable, perpetual, non-exclusive, transferable, royalty-free, fully-paid, worldwide right and license to: (1) host, use, copy, reproduce, disclose, store, cache, publicly perform, publicly display, reformat, translate, transmit, excerpt (in whole or in part), sell, resell, publish, broadcast, retitle, archive, and distribute your User Postings (including, without limitation, your image and voice if included as a User Posting) for any purpose, commercial, advertising or otherwise; (2) prepare derivative works of, or incorporate into other works, such User Postings; and (3) grant and authorize sublicenses of the foregoing. The use and distribution may occur in any media formats and through any media channels. You hereby waive all moral rights in your User Postings, and you warrant that moral rights have not otherwise been asserted in your User Postings. We do not assert any ownership over your User Postings. You retain full ownership of all of your User Postings and any intellectual property rights or other proprietary rights associated with your User Postings. You are solely responsible for your User Postings to the TransplantLyfe Platform. You expressly waive all legal and equitable rights and remedies against us and release us from any and all responsibility and liability regarding your User Postings.

User Postings from other TransplantLyfe Platform Users and Members

You understand that when using the TransplantLyfe Platform you will be exposed to User Postings from a variety of sources and that we are not responsible for the accuracy, usefulness, reliability or intellectual property rights of or relating to such User Postings. You further understand and acknowledge that, despite these Terms, you may be exposed to User Postings that are inaccurate, offensive, defamatory, indecent or objectionable. You expressly waive all legal and equitable rights and remedies against us and release us from any and all responsibility and liability regarding any User Postings. We do not endorse any User Postings or any opinion, recommendation or advice expressed therein.

We are not liable for any statement, representation, or any other information or material in or made available through any User Postings. Although there is no obligation to do so, we reserve the right, in our absolute and sole discretion, to delete or edit any User Postings at any time and for any reason without notice. We have no obligation to monitor User Postings.

We have the right, in our sole and absolute discretion, to: (1) edit, redact or otherwise change any User Postings; (2) re-categorize any User Postings to place them in more appropriate locations on the TransplantLyfe Platform; and (3) pre-screen or delete any User Postings that are determined to be inappropriate.

DIGITAL MILLENNIUM COPYRIGHT ACT

Copyright owners who believe that any User Posting or other Content on the TransplantLyfe Platform infringes upon their copyright may submit a written notification pursuant to the Digital Millennium Copyright Act ("DMCA") (see 17 U.S.C. 512(c)(3) for further information) to our designated Copyright Agent at pat@lyfebulb.com or by mail to Lyfebulb, 654 Madison Avenue, Suite 1501, New York, NY 10065. The notice must include: (i) an electronic or physical signature of a person authorized to act on behalf of the owner of an exclusive right that is allegedly infringed; (ii) a description of the copyrighted work claimed to have been infringed or if multiple copyrighted works are covered by a notification, a representative list of such works at our TransplantLyfe Platform; (iii) a description of the location on the TransplantLyfe Platform of the allegedly infringing material(s); (iv) your address, telephone number, and email address; (v) a written statement that you have a good faith belief that use of the material(s) in the manner complained of is not authorized by the copyright owner, its agent, or the law; and (vi) a written statement that the information in the notification is accurate, and under penalty of perjury, that you are authorized to act on behalf of the owner of an exclusive right that is allegedly infringed.

If a User Posting that you submitted has been removed as a result of a notification as described above and you believe that such a User Posting or portion of a User Posting was posted lawfully, please contact us about our counter-notification procedure through which you can dispute the allegation and request re-posting of the User Posting at issue.

Only notices of alleged copyright infringement and requests about the counter-notification procedures should go to the Copyright Agent. All other communications should be directed to either our general Contact Information below or to the contact that we have specifically designated for such other communications.

LINKS TO OTHER WEBSITES

The TransplantLyfe Platform may include hyperlinks to websites and mobile applications maintained or controlled by others. We may provide copies of or links to resources that we believe our users will find interesting or informative. However, we are not responsible for and do not routinely screen, approve, review or endorse the contents of or use of any of the materials, content, products or services that may be offered through these resources or at these websites. If you decide to use any resources or access any linked third-party websites, you do so at your own risk.

MEMBERSHIP FEES AND TERMINATION

Participation and membership in TransplantLyfe Platform communities is currently without charge. However, we reserve the right to modify our policy and charge a fee at any time. We will provide you with reasonable notice if we decide to charge a fee for use or participation in the TransplantLyfe Platform. Some products or services that may be available through links on the TransplantLyfe Platform may require payment of fees for access or to purchase products or services.

You agree that we may, in our sole and absolute discretion, with or without cause, and with or without notice, immediately terminate or suspend your access to or membership in the TransplantLyfe Platform or any community for which you have registered. Without limiting our discretion, suspension or termination may result from any of the following: (a) breaches or violations of the Terms or other agreements, rules or guidelines required to participate in the TransplantLyfe Platform, (b) requests by law enforcement or other government agencies, (c) a request by you (self-initiated membership cancellation), (d) unexpected technical issues or problems, and (e) extended periods of inactivity. We have no obligation to maintain,

store, or transfer to you information or data that you have posted on or uploaded to the TransplantLyfe Platform, except for information as required under our [Privacy Policy](#).

DISCLAIMER OF WARRANTIES

You should not rely on the TransplantLyfe Platform being complete, reliable, and up to date. You bear the sole responsibility for evaluating the merits and risks associated with the use of any data, information, or Content on the TransplantLyfe Platform before making any decisions based on such data, information, or Content. In exchange for using such data, information, or Content, you agree not to hold us or any of its third-party Content providers liable for any possible claim for damages arising from any decision you make based on information made available to you through the TransplantLyfe Platform.

ALL CONTENT, SERVICES, AND PRODUCTS INCLUDED IN OR AVAILABLE THROUGH THE TRANSPLANTLYFE PLATFORM, INCLUDING WITHOUT LIMITATION ANY USER POSTINGS, ARE PROVIDED “AS IS” AND “AS AVAILABLE” FOR YOUR USE AND WITHOUT WARRANTIES OF ANY KIND, EITHER EXPRESS OR IMPLIED, INCLUDING, BUT NOT LIMITED TO, IMPLIED WARRANTIES OF TITLE, MERCHANTABILITY, FITNESS FOR A PARTICULAR PURPOSE OR NONINFRINGEMENT. LYFEBULB DOES NOT WARRANT THAT ANY CONTENT, INCLUDING USER POSTINGS OR THIRD PARTY MATERIAL, IS ACCURATE, RELIABLE OR CORRECT; THAT THE TRANSPLANTLYFE PLATFORM WILL BE AVAILABLE AT ANY PARTICULAR TIME OR LOCATION; THAT ANY DEFECTS OR ERRORS WILL BE CORRECTED; OR THAT THE TRANSPLANTLYFE PLATFORM OR ANY CONTENT IS FREE OF VIRUSES OR OTHER HARMFUL COMPONENTS. YOUR USE OF THE TRANSPLANTLYFE PLATFORM IS SOLELY AT YOUR OWN RISK. BECAUSE SOME JURISDICTIONS DO NOT PERMIT THE EXCLUSION OF CERTAIN WARRANTIES, SUCH EXCLUSIONS MAY NOT APPLY TO YOU.

LIMITATION OF LIABILITY

TO THE EXTENT PERMITTED BY LAW, LYFEBULB SHALL NOT BE LIABLE FOR ANY DIRECT, INDIRECT, PUNITIVE, INCIDENTAL, SPECIAL OR CONSEQUENTIAL DAMAGES RELATED IN ANY WAY TO THE TERMS, THE TRANSPLANTLYFE PLATFORM, ANY CONTENT, OR ANY SERVICES OR PRODUCTS AVAILABLE THROUGH THE TRANSPLANTLYFE PLATFORM, OR THAT RESULT FROM THE USE OF, OR INABILITY TO USE, THE TRANSPLANTLYFE PLATFORM, OR YOUR PLACEMENT OF CONTENT ON THE TRANSPLANTLYFE PLATFORM, OR YOUR RELIANCE UPON INFORMATION OBTAINED FROM OR THROUGH THE TRANSPLANTLYFE PLATFORM. THIS LIMITATION APPLIES WHETHER THE ALLEGED LIABILITY IS BASED ON CONTRACT, TORT, NEGLIGENCE, STRICT LIABILITY OR ANY OTHER BASIS, EVEN IF LYFEBULB HAS BEEN ADVISED OF THE POSSIBILITY OF SUCH DAMAGE.

APPLICABLE LAW MAY NOT ALLOW THE EXCLUSION OR LIMITATION OF INCIDENTAL OR CONSEQUENTIAL DAMAGES, AND IN SUCH CIRCUMSTANCES LYFEBULB SHALL HAVE THE LEAST AMOUNT OF LIABILITY PERMITTED BY LAW BUT IN NO EVENT GREATER THAN FIVE HUNDRED UNITED STATES DOLLARS (US\$500).

INDEMNIFICATION

You agree to defend, indemnify, and hold harmless Lyfebulb, its affiliates, subsidiaries and their respective employees, contractors, agents, officers, directors, members, managers, partners, and shareholders (each an “Indemnitee”) from and against all liabilities, claims, losses, damages, and expenses, including attorneys’ fees, of any kind, arising from or relating to (i) your breach of these Terms, or (ii) any use or misuse of the TransplantLyfe Platform or of any Content. Each Indemnitee reserves the right to assume the exclusive defense and control of any matter subject to indemnification by you, in which event you will cooperate with such Indemnitee in asserting any available defenses and will reimburse Indemnitee as costs and expenses are incurred and for any damages assessed or settlements incurred.

MODIFICATIONS

We have the right to modify these Terms at any time and without prior notice. We will post amended Terms on the main page of the TransplantLyfe Platform and, if the modification is material, we will notify TransplantLyfe members by email of such modifications. We encourage you to review the main page of the TransplantLyfe Platform periodically for any updates or changes.

GOVERNING LAW AND VENUE

These Terms shall be governed by and construed in accordance with the laws of the State of New York, excluding its conflicts of law rules (“Governing Law”). You expressly agree to the procedures and terms of Dispute Resolution set forth below. If the Dispute Resolution procedure is ruled not applicable to a specific dispute or claim, you expressly agree that the exclusive jurisdiction for any such dispute or claim arising out of or relating to these Terms or to the TransplantLyfe Platform shall be the state or federal courts located in New York, New York, USA and you further agree and submit to the exercise of personal jurisdiction of such courts for the purpose of litigating any such claim or action. Any user or TransplantLyfe member must bring a claim related to these Terms or the TransplantLyfe Platform, including any arbitration under Dispute Resolution below, within one year of the date on which the event giving rise to the claim arose, otherwise such claim is waived.

ALL DISPUTES MUST BE ARBITRATED OR LITIGATED ON AN INDIVIDUAL BASIS AND NOT ON A CLASS BASIS, AND CLAIMS OF MORE THAN ONE PERSON, ENTITY OR USER CANNOT BE ARBITRATED OR LITIGATED JOINTLY OR CONSOLIDATED WITH THOSE OF ANY OTHER PERSON, ENTITY OR USER.

DISPUTE RESOLUTION/ARBITRATION AGREEMENT

Arbitration. All claims and disputes (excluding claims for injunctive or other equitable relief as set forth below) relating in any way to the TransplantLyfe Platform, or any Lyfebulb terms, conditions or policies relating to the TransplantLyfe Platform (“Dispute”) that cannot be resolved informally or in small claims court shall be resolved by binding arbitration on an individual basis under the terms of these arbitration provisions (“Arbitration Agreement”). Unless otherwise agreed, all arbitration proceedings will be held in English. This Arbitration Agreement applies to you and Lyfebulb, and to any subsidiaries, affiliates, agents, employees, predecessors in interest, successors, and assigns. All in-person arbitration proceedings shall take place in Manhattan, New York, United States of America unless the parties mutually agree otherwise.

Emergency Equitable Relief. Notwithstanding the foregoing, either party may seek emergency equitable relief before a state or federal court in order to maintain the status quo pending arbitration. A request for interim measures shall not be deemed a waiver of any other rights or obligations under this Arbitration Agreement.

Notice and Informal Dispute Resolution. Before either party may seek arbitration, the party must first send to the other party a written Notice of Dispute (“Notice”) describing the nature and basis of the Dispute, and the requested relief. A Notice to Lyfebulb should be sent to: Pat@lyfebulb.com. If the Dispute is not resolved within thirty (30) days after the Notice is received, either party may begin an arbitration proceeding. The amount of any settlement offer made by any party may not be disclosed to the arbitrator until after the arbitrator has determined the amount of the award, if any, to which either party is entitled.

Arbitration Rules. Arbitration shall be initiated through the Judicial Arbitration and Mediation Services, Inc. (“JAMS”), an established alternative dispute resolution provider (“ADR Provider”) that offers arbitration as set forth in this section. If JAMS is not available to arbitrate, the parties shall agree to select an alternative ADR Provider. The rules of the ADR Provider shall govern all aspects of the arbitration, including but not limited to the method of initiating and/or demanding arbitration, except to the extent such rules are in conflict with the Arbitration Agreement. The JAMS Streamlined Arbitration Rules governing the arbitration are available online at <http://www.jamsadr.com>. The arbitration shall be conducted by a single, neutral arbitrator. Any Dispute where the total amount of the award sought is less than Ten Thousand U.S. Dollars (US \$10,000.00) may be resolved through binding non-appearance-based arbitration, at the option of the party seeking relief. For claims or disputes where the total amount of the award sought is Ten Thousand U.S. Dollars (US \$10,000.00) or more, the right to a hearing will be determined by the Arbitration Rules. Any judgment on the award rendered by the arbitrator may be entered in any court of competent jurisdiction. Each party shall bear its own costs (including attorney’s fees) and disbursements arising out of the arbitration and shall pay an equal share of the fees and costs of the ADR Provider.

Authority of Arbitrator. The arbitrator will decide the rights and liabilities, if any, of you and Lyfebulb, and the Dispute will not be consolidated with any other matters or joined with any other cases or parties. The

arbitrator shall have the authority to grant motions dispositive of all or part of any Dispute. The arbitrator shall have the authority to award monetary damages, and to grant any non-monetary remedy or relief available to an individual under the Governing Law, the JAMS Rules, and the Terms of Use. The arbitrator shall issue a written award and statement of decision describing the essential findings and conclusions on which the award is based, including the calculation of any damages awarded. The arbitrator has the same authority to award relief on an individual basis that a judge in a court of law would have. The award of the arbitrator is final and binding upon you and Lyfebulb.

Confidentiality. All aspects of the arbitration proceeding, including but not limited to the award of the arbitrator and compliance therewith, shall be strictly confidential. The parties agree to maintain confidentiality unless otherwise required by law. This paragraph shall not prevent a party from submitting to a court of law any information necessary to enforce this Arbitration Agreement, to enforce an arbitration award, or to seek injunctive or equitable relief.

Severability. If any part or parts of this Arbitration Agreement are found under the law to be invalid or unenforceable by a court of competent jurisdiction, then such specific part or parts shall be of no force and effect and shall be severed and the remainder of the Agreement shall continue in full force and effect.

Survival of Agreement. This Arbitration Agreement will survive any termination of these Terms of Use.

MISCELLANEOUS TERMS

These Terms of Use and any policies or operating rules posted by us on the TransplantLyfe Platform constitute the entire agreement between you and Lyfebulb. Our failure to exercise or enforce any right or provision of these Terms of Use shall not operate as a waiver of such right or provision. These Terms of Use operate to the fullest extent permissible by law. We may assign any or all of our rights and obligations to others at any time. We shall not be responsible or liable for any loss, damage, delay or failure to act caused by any cause beyond our reasonable control. If any provision or part of a provision of these Terms of Use is unlawful, void or unenforceable, that provision or part of the provision is deemed severable from these Terms of Use and does not affect the validity and enforceability of any remaining provisions. There is no joint venture, partnership, employment or agency relationship created between you and us as a result of these Terms of Use. You agree that these Terms of Use will not be construed against us by virtue of having drafted them. You hereby waive any and all defenses you may have based on the electronic form of these Terms of Use and the lack of signing by the parties hereto to execute these Terms of Use.

CONTACT US

For any questions or comments, or to report violations of this agreement, let us know, or contact us at:

Chief Operating Officer
Lyfebulb Holdings Inc.
654 Madison Avenue, Suite 1501
New York, NY 10065
Pat@lyfebulb.com