



BetterUp Consumer Terms and Conditions

Last updated: February 6, 2023

Please read these BetterUp Consumer Terms and Conditions (“Agreement”) carefully. By accessing, downloading and/or using all or any part of the BetterUp Services, you (“You” and, where applicable, “Your”) indicate Your acceptance of the following terms from BetterUp, Inc. (“BetterUp”). You agree to be bound by all the terms and conditions of this Agreement. You agree that it is enforceable as if it were a written negotiated agreement signed by You. If You do not agree to the terms of this Agreement, You may not access, download and/or use the BetterUp Services. If You are entering into this Agreement on behalf of a company or other legal entity, You hereby represent that You have the authority to bind such entity to this Agreement, in which case the term “You” shall be construed to refer to such entity.

In consideration of the mutual covenants contained in this Agreement, and for other good and valuable consideration, the receipt and sufficiency of which are hereby acknowledged, You and BetterUp agree as follows:

1. **BetterUp Services**

BetterUp offers leadership, development, and performance coaching which includes the right to access and use BetterUp’s mobile applications and online platform (the “BetterUp Platform”), and the right to allow You to download and use BetterUp’s mobile applications for specified periods (each, a “Subscription Period”), and standard BetterUp support (collectively, the “BetterUp Services”). BetterUp will provide the BetterUp Services pursuant to orders that You will submit through betterup.co (once accepted by BetterUp, each, an “Order”). Each Order will include the applicable Subscription Period and the associated fees for the BetterUp Services. Each Order must be accepted by BetterUp to become valid. Each Order will be deemed incorporated into this Agreement by reference and made an integral part of this Agreement. To the extent that a conflict arises between the terms and conditions of an Order and the terms and conditions of this Agreement, the terms of this Agreement will govern.

2. **Your Interactions, Restrictions, and Reporting**

Your interactions with BetterUp in connection with the BetterUp Services are subject to this Agreement. BetterUp may use any data, information or materials collected or received from You through these interactions, in accordance with this Agreement and the Privacy Policy. You are responsible for establishing Your own policies (if any) with Your employer as to what work or business information is appropriate to share as part of the BetterUp Services. You will use the BetterUp Platform subject to terms set forth in this provision and You will not have an own entity-wide account or direct access to the BetterUp Platform. You will not (and will not allow anyone else to) (a) rent, lease, copy, disclose, provide access to or sublicense the BetterUp Platform, (b) use the BetterUp Platform for the benefit of, or to provide any service to, a third party, or (c) publicly disseminate information regarding the performance of the BetterUp Platform.



3. Fees and Payment Terms

The fees and payment terms applicable to the BetterUp Services and related support are set forth in the applicable Order.

4. Term, Termination and Effects of Termination

Unless earlier terminated as set forth in this Agreement, this Agreement commences upon the date You first access, download or use the BetterUp Services (“Effective Date”) and continues to the end of the last effective Subscription Period. BetterUp may change the pricing for Subscription Terms subsequent to the initial Term (each a “Renewal Term”), in its sole discretion. Either party may terminate this Agreement and any Order hereunder upon immediate effect for any reason whatsoever, notwithstanding BetterUp may terminate this Agreement and any Order hereunder if You violate or breach the Acceptable Use Policy. Upon any expiration or termination of this Agreement, (a) BetterUp will cease providing the BetterUp Services and (b) You will cease all access to the BetterUp Platform unless permitted by BetterUp. Notwithstanding any terms to the contrary in this Agreement, (i) in addition to this sentence, Sections 2, 3, 6, 7, 8, and 9 will survive any termination or expiration of this Agreement, and (ii) no refunds will be issued.

If you are receiving BetterUp Services through BetterUp for Caregivers: As part of BetterUp for Caregivers, refunds will be provided upon request by You if no Coaching Circles or Coaching Labs were attended, and the refund is requested within 30 days of payment. BetterUp does provide refunds whatsoever after 30 days of payment.

5. Representations

Each party represents and warrants that (a) this Agreement is valid, binding and enforceable against it in accordance with its terms, and (b) it will fulfill its obligations under this Agreement in accordance with all applicable laws.

6. Disclaimer

WE ARE NOT A HEALTH CARE OR MEDICAL DEVICE PROVIDER, NOR SHOULD THE SERVICES BE CONSIDERED MEDICAL ADVICE OR THERAPY SERVICES. ONLY YOUR PHYSICIAN OR OTHER HEALTH CARE PROVIDER CAN OFFER MEDICAL ADVICE TO YOU.

EXCEPT AS SET FORTH IN THIS SECTION, BETTERUP MAKES NO WARRANTIES, EXPRESS OR IMPLIED, STATUTORY OR OTHERWISE, INCLUDING, BUT NOT LIMITED TO, WARRANTIES OF MERCHANTABILITY, TITLE, FITNESS FOR A PARTICULAR PURPOSE, OR NON INFRINGEMENT. COACHING DOES NOT CONSTITUTE MEDICAL ADVICE OR THERAPY. BETTERUP WILL NOT BE LIABLE FOR DELAYS, INTERRUPTIONS, SERVICE FAILURES OR OTHER PROBLEMS INHERENT IN THE USE OF THE INTERNET AND ELECTRONIC COMMUNICATIONS OR OTHER SYSTEMS OUTSIDE THE REASONABLE CONTROL OF BETTERUP.

7. **Limitation of Liability**

EXCEPT FOR YOUR BREACH OF THE RESTRICTIONS IN SECTION 2 OR YOUR OTHER MISAPPROPRIATION OF BETTERUP'S INTELLECTUAL PROPERTY, TO THE MAXIMUM EXTENT PERMITTED BY LAW, IN NO EVENT WILL (A) EITHER PARTY BE LIABLE TO THE OTHER PARTY FOR ANY INDIRECT, SPECIAL, INCIDENTAL, EXEMPLARY, PUNITIVE OR CONSEQUENTIAL DAMAGES OF ANY KIND ARISING OUT OF OR IN CONNECTION WITH THIS AGREEMENT; AND (B) EITHER PARTY'S ENTIRE LIABILITY TO THE OTHER PARTY WILL NOT EXCEED THE AMOUNT ACTUALLY PAID BY YOU TO BETTERUP DURING THE PRIOR 12 MONTHS UNDER THIS AGREEMENT.

8. **Confidentiality**

"Confidential Information" is non-public information of a party which is provided to the other party hereunder and which is either designated as confidential or of a type which should be recognized by a commercially reasonable party as confidential. Confidential Information of BetterUp includes the Services and its related documentation and materials, along with these terms and conditions. The party receiving Confidential Information may use it only for purposes connected with the facilitation of these Terms or Services and may not disclose it to any third party unless such third party is supporting the provision of the Services or otherwise performing obligations hereunder and is bound in writing by confidentiality restrictions substantially similar to those required hereunder. The obligations to maintain the Confidential Information as confidential shall remain in place for so long as the applicable information is maintained as confidential by the owning party. The limitations on disclosure or use of Confidential information shall not apply to information which (i) is rightfully obtained by the recipient without breach of any confidentiality obligation; (ii) is or becomes known to the public through no act or omission of the recipient; (iii) the recipient develops independently without using Confidential Information of the other party; or (iv) is disclosed in response to a valid court or governmental order, if the recipient has given the other party prior written notice (unless prohibited by law or governmental authority) and provides reasonable assistance.

9. **General Provisions, Arbitration, Governing Law, and Venue**

Arbitration

You and BetterUp agree that any dispute, claim, or controversy between You and BetterUp arising in connection with or relating in any way to this Agreement or to Your relationship with BetterUp as a user of the Services (whether based in contract, tort, statute, fraud, misrepresentation, or any other legal theory, and whether the claims arise during or after the termination of the Agreement) will be determined by mandatory binding individual arbitration. Arbitration is more informal than a lawsuit in court.

THERE IS NO JUDGE OR JURY IN ARBITRATION, AND COURT REVIEW OF AN ARBITRATION AWARD IS LIMITED. There may be more limited discovery than in court. The arbitrator must follow this agreement and can award the same damages and relief as a court (including attorney fees), except that the arbitrator may not award



declaratory or injunctive relief benefiting anyone but the parties to the arbitration. This arbitration provision will survive termination of the Agreements.

Notwithstanding the clause above, You and BetterUp both agree that nothing herein will be deemed to waive, preclude, or otherwise limit either of our rights, at any time, to (1) bring an individual action in a small claims court, (2) pursue enforcement actions through applicable federal, state, or local agencies where such actions are available, (3) seek injunctive relief in a court of law, or (4) to file suit in a court of law to address intellectual property infringement claims.

Your arbitration fees and Your share of arbitrator compensation will be limited to those fees set forth in the AAA Rules with the remainder paid by BetterUp. If the arbitrator finds that either the substance of Your claim or the relief sought in the arbitration is frivolous or brought for an improper purpose (as measured by the standards set forth in Federal Rule of Civil Procedure 11(b)), then the payment of all fees will be governed by the AAA Rules. In such a case, You agree to reimburse BetterUp for all monies previously disbursed by it that are otherwise Your obligation to pay under the AAA Rules. Regardless of the manner in which the arbitration is conducted, the arbitrator shall issue a reasoned written decision sufficient to explain the essential findings and conclusions on which the decision and award, if any, are based. The arbitrator may make rulings and resolve disputes as to the payment and reimbursement of fees or expenses at any time during the proceeding and upon request from either party made within 14 days of the arbitrator's ruling on the merits.

Any arbitration must be commenced by filing a demand for arbitration within one (1) year after the date the party asserting the claim first knows or reasonably should know of the act, omission, or default giving rise to the claim; and there shall be no right to any remedy for any claim not asserted within that time period. If applicable law prohibits a one-year limitation period for asserting claims, any claim must be asserted within the shortest time period permitted by applicable law.

Venue

This Agreement will be governed by and construed in accordance with the laws of the State of California applicable to agreements made and to be entirely performed within the State of California, without resort to its conflict of law provisions. To the extent that any issues under this Agreement are litigated in court, the state or federal court in San Francisco County, California will be the jurisdiction in which any suits should be filed.

Ownership

As between the parties and subject to the grants expressly set forth in this Agreement, BetterUp owns all right, title and interest in and to the BetterUp Services and anonymous/aggregate data, feedback, and any and all patent rights, copyrights, trademark rights, trade secret rights and other intellectual property rights embodied in or related to the foregoing.

Subcontractors



BetterUp may use the services of third-party coaches and other subcontractors and permit them to provide the BetterUp Services.

Privacy

If you are a natural person who is a resident of California or the European Union (“California Resident” or “EU Resident”) and use our Services, you have additional rights as set forth in the Privacy Policy.

Third-Party Tools

You acknowledge and agree that the BetterUp Services utilize certain third-party videoconferencing, communications tools and other services in connection with BetterUp Services, e.g., Skype or FaceTime (“Third-Party Tools”). While Your data provided to BetterUp through Third-Party Tools remains subject to these terms, use of Third-Party Tools themselves is subject to the terms and conditions of the Third-Party Tool providers. BetterUp is not responsible for the operation of or any changes to the Third-Party Tools or the acts or omissions of Third-Party Tool providers.

Assignment

BetterUp may transfer its rights and obligations under this Agreement to any company, firm or person at any time if it does not materially affect Your rights under it. You may not transfer your rights or obligations under these Terms to anyone else. This Agreement is personal to You and no third party is entitled to benefit under this Agreement except as provided here

Notices

Unless otherwise specifically indicated, all notices given by You to us must be given to contracts@betterup.co. We may give notice to You at the e-mail address You provide to us when You register or in any other way. Notices will be deemed given as of the day they are sent by email, messenger, delivery service, or U.S. mail (postage prepaid, certified or registered, return receipt requested), and addressed as set forth below, or to such other address as the party to receive the notice so designates by notice.

Waiver and Severability

A party’s delay or failure to exercise a right or remedy will not result in a waiver of that right or remedy. If a court of competent jurisdiction holds any provision of this Agreement to be illegal, invalid or unenforceable under the governing law, the remaining provisions will remain in full force and effect, and will be construed so as to most nearly reflect the parties’ intent with respect to such provision.

Changes to Terms

BetterUp may revise these Terms from time to time and at our sole discretion. When such



changes are effected, BetterUp will publish an updated version on our website. The changes will become effective and will be deemed accepted by You, (a) immediately for those who register for the Services after the updated version is published on BetterUp's website, or (b) for those having pre-existing accounts, the updated Terms will be deemed effective with Your continued use of the Services. You have rights to dispute an updated term which materially alters Your rights or obligations (with exception to changes required by law) within ten (10) business days from the date of the new Terms being published, upon written notification to: contracts@betterup.co. Please note: Your rights and access to the Services may be temporarily disrupted until such dispute is resolved between You and BetterUp. If we are unable to resolve the dispute within thirty (30) days of Your written notification of dispute, the Services will be terminated.

Miscellaneous

This Agreement, including all Orders, constitutes the entire agreement between the parties and supersedes all previous or contemporaneous agreements between the parties, relating to its subject matter, and any change to its terms must be in writing and agreed by each of the parties.