

Healerverse Master Healer Agreement

This Healerverse Master Healer Agreement (“Agreement”) is made between Healerverse LLC, a Limited Liability Corporation of the State of Florida, (hereinafter referred to as “Healerverse,” “us,” or “we”) and You (“Healer,” “its,” “you,” or “yours”). Healerverse and Healer may each be referred to separately as “Party,” or together as, the “Parties.”

The Parties agree as follows:

1. **Definitions:** When the following terms are capitalized and used in this Agreement, they shall have the following meanings. Other terms are defined within the body of the Agreement and will be capitalized and bolded to reflect the same.
 - 1.1. “Business Day” means Monday through Friday not including standard Federal Holidays in the United States.
 - 1.2. “Cyber Incident” means the compromise of a computer system, email tenant, virtual storage, servers, network, or the end points or devices connected to the network, and/or the unauthorized or wrongful access, exfiltration, modification, deletion, theft, or sharing, of data.
 - 1.3. “Enterprise Healerverse Healer Account” means the account created by the Healer and used by the Healer to offer Healer Services on the Healerverse Platform. Enterprise Healerverse Healer Accounts may set up Individual Healerverse Healer Accounts for their employees who provide or perform the Healer Services offered by the Enterprise Healerverse Healer Account.
 - 1.4. “Healer” means a duly licensed business that, or an individual who, is duly licensed to do business in the State in which they operate, and that has been accepted by Healerverse to open a Healer Account on the Healerverse Platform.
 - 1.5. “Healer Data” means all data that the Healer uploads to the Healerverse Healer Account.
 - 1.6. “Healerverse Data” means all data and metadata that supports and runs the underlying Healerverse Platform, and includes all data that is uploaded, created, shared, and generated via the Healerverse Platform, including related metrics data and metadata, and marketing materials. Healerverse Data includes all related Healerverse copyrights and trademarks, as well as all Referral Data. Healerverse Data does not include any Healer Data or data that is otherwise owned by Seekers, as is outlined in the Healerverse Terms of Service (SEE TERMS OF SERVICE).
 - 1.7. “Healer Services” means those services offered by Healer via their Healerverse Healer Account to Seekers.
 - 1.8. “Individual Healerverse Healer Account” means the account set up by an Enterprise Healerverse Healer Account for its employee or representative who provides or performs the Healer Services offered by the Enterprise Healerverse Healer Account.

- 1.9. “Personal Information” means any information or data that is about or could identify or related to a Seeker, including but not limited to a Seeker’s full name, photographs, physical address, email address, IP address, , or other identifier such as from a Cookie.
- 1.10. “Referral Data” means that data which is generated and created by Seekers when interacting with and booking services through a Healerverse Healer Account.
- 1.11. “Services” means the support, infrastructure, and general site services offered by Healerverse.
- 1.12. “Third Party Vendors” means any third-party business or individual hired by the Healer to facilitate, support, manage, or enable the provision of Healer Services.
- 1.13. “Seekers” means those natural persons that have signed up to be a member of the Healerverse Platform and have a user account with Healerverse.
- 1.14. “Seeker Data” means all Personal Information uploaded and shared via the Healerverse site.
- 1.15. “Platform” means the Healerverse website available at: www.5dhealerverse.com.

2. Access to and Use of the Services

- 2.1. Right to Access and Use the Services: Subject to the terms of this Agreement, Healerverse grants Healer a royalty-free, non-exclusive, and nontransferable, right and license to access the Healerverse site and advertise their Healer Services allowing Seekers to book an appointment for such services, during the Subscription Term.
- 2.2. Healer’s Obligations: If required by state or federal regulatory agencies for the type of services provided, Healers must have a license to practice the type of healing that they advertise via their Healerverse Healer Account. They must also be a duly licensed and registered business, which is legally able to conduct business in the State in which they operate. They must maintain sufficient insurance that meets the requirements set forth in the Insurance Section of this Agreement.
- 2.3. Enterprise Account Obligations: An Enterprise Healerverse Healer Account may create Individual Healerverse Healer Accounts for their employees or representatives that provide or perform the Healer Services offered on the Enterprise Healerverse Healer Account. The Enterprise Healerverse Healer Account remains liable for any and all Individual Healerverse Healer Accounts that it creates, including but not limited to the actions, inactions, negligence, and any breaches of the terms of this Agreement committed by the Individual Healerverse Healer Account that it creates. All Individual Healerverse Healer Accounts shall include the proper notices or language to enable Seekers to know which Enterprise Healerverse Healer Account created the Individual Account and further, that it remains responsible for the Individual Healerverse Healer Account.

- 2.4. Healer Verification: In order to open a Verified Healerverse Healer Account and which allows for Seekers to book appointments with the Healer and for Healer to share their workshops, Healers must be verified with our team internally. Verified Healers are required to pay an annual fee of USD \$888, or a monthly fee of USD \$88, which is nonrefundable, but may be canceled at any time. Healers are required to submit to an initial Healer Verification process and the annual recertification process as outlined in the Healer Verification Procedure, which can be found here: (SEE VERIFICATION PROCEDURE).
- 2.5. Restrictions: Healers will not: (i) access or use the Services for any illegal or criminal reasons or purposes; (ii) access or use the Services for any competitive purposes (i.e., attempting to create a similar service); (iii) market, sublicense, resell, lease, transfer, or otherwise commercially exploit or make the Services available to any third party, except for those approved third party vendors as outlined in this Agreement, or (iv) modify, create derivative work of, reverse engineer, decompile, attempt to gain access to the source code of, or attempt to or copy the Services or any portions thereof (each, a “Prohibited Use”). Healers will also use commercially reasonable efforts to prevent a third party from committing a Prohibited Use, and if a Healer learns that a third party has committed a Prohibited Use, it will consider the same a cyber incident and report it to Healerverse as outlined in this Agreement.
- 2.6. Reviews and Complaints: If Healer receives more than five (“5”) complaints in a year or their ratings drop below three stars on the Healerverse Enterprise Healer Account or Individual Healerverse Healer Account, then Healerverse has the sole discretion to either provide a warning, a full suspension, or to terminate such account.

3. Healerverse’s Obligations

- 3.1. General: Healerverse will provide access to the Healerverse site and support for the Healerverse Healers Account in accordance with the terms of this Agreement and the Terms of Service for the Healerverse site (SEE TERMS OF SERVICE).
- 3.2. Availability and Support: The Healerverse site will be made available on an “as is” basis. Please email support@5dhealerverse.com in the case of any interruptions, issues, errors, or bugs, so we can attempt to resolve them as soon as possible. The fee for such support is included in the Referral Fees that Healers pay to Healerverse.

4. Term and Termination

- 4.1. Term: The term of this Agreement begins on the Effective Date and will continue for as long as the Healer maintains its account with us or until the Agreement is otherwise terminated as outlined in this Section 4 (the “Term”). Healers can close their account at any time.
- 4.2. Termination for Any Reason: Either Party may terminate this Agreement or any active Healerverse Healer Account for any or no reason to the other Party. Such written notice must be provided as outlined in Section 10, and the “Effective Termination Date” will be exactly 30 days after the Receipt Date of the notice, as specified in Section 10 (If the

Effective Termination Date falls on a Saturday, Sunday or Federal Holiday, then it will be extended to the immediately following next Business Day).

- 4.3. Termination for Cause: Either Party may terminate this Agreement or any active Healerverse Healer Account for cause: (i) upon 30 days written notice of a material breach of this Agreement if such breach remains uncured upon the expiration of the 30 days. Healerverse may terminate this Agreement and any active Healerverse Healer Account for cause, after 10 days written notice sent to the Healer about a Material Problem if the Material Problem is not addressed or remedied upon expiration of the 10 days. A “Material Problem” means: (i) the Healer’s Healerverse Rating Scale drops below three stars from Seekers who are confirmed to have used the Healer’s Services; (ii) the Healer has cancelled confirmed appointments, without a valid reason (“valid reason” shall be determined by Healerverse’s sole discretion), for more than 5 Seekers; and (iii) the Healer has failed to pay the Referral Fees or undisputed invoices to Healerverse in accordance with Section 5.
- 4.4. Effect of Termination: The Healerverse Healer Account will be deactivated on the Effective Termination Date. In accordance with this Section 4, the Healer will have 15 days to download Healer Data from the account. After 15 days, the Healerverse Healer Account will be deleted and archived in accordance with the Healerverse Data Retention Policy and the Healerverse Privacy Policy. Additionally, as outlined in Section 5, all Referral Fees earned but not yet released will be released to the Healer and any Cancellation Invoices issued will be due and payable by Healer within 30 days of the Effective Termination Date. Healer will cease from further advertising its connection to, or services on, the Healerverse site.

5. Fees and Payments

- 5.1. Referral Fees: Seekers can book Healer Services directly through the Enterprise Healerverse Healer Account or the Individual Healerverse Healer Account (for those services booked through the Individual Healerverse Healer Account, the fees will be released to the Enterprise Healerverse Healer Account that created the Individual Healerverse Healer Account, and the owner of the Enterprise Account is fully responsible for compensating the Individual Healerverse Healer Account holder directly). Seekers pre-pay the cost of the Healer Services at the time that they book such services, and will have 72 hours to dispute or complain about a Healer’s Services after such services have been provided or completed. If there is a Dispute, then Healerverse and Healer will resolve the same as per Section 5.4 Referral Fee Dispute Resolution. If there are no Disputes, then the fee for the Healer Services will be released to Healer 72 hours after the services have been completed or provided. A 10% Referral Fee will be deducted from the total of the pre-paid fee for the booked Healer Services before the pre-paid fee is released to the Healer. The 10% Referral Fee consists of a fee payable to Healerverse to compensate it for the referral and an additional processing fee payable to Stripe that will be paid by the Seeker for managing the payments. The 10% Referral Fee is applied to each booked and pre-paid Healer Services, regardless of how many Seekers have booked Healer Services with the Healer.

- 5.2. Verification Fees: Enterprise Healerverse Healer Accounts are subject to a yearly fee of USD \$888, or a monthly fee of USD \$88, in order to become and remain a Verified Healerverse Healer on the Platform, and are subject to an initial Healer Verification process and the annual recertification process. Enterprise Healerverse Healer Account holders receive a purple checkmark on their Account and the Individual Healerverse Healer Accounts associated with your Account, the ability to report imitation accounts, the ability to advertise and sell tickets to your events and workshops on Healerverse, and special access for beta tests of new Healerverse features and products, subject to availability and the discretion of Healerverse.
- 5.3. Healer Service Appointment and Events Cancellations:
- A. Appointments: Either the Seeker or the Healer shall have the option to cancel or modify a pre-paid booked appointment (“Appointment”) at least 48 hours before the scheduled date of the Appointment (“Timely Cancellation”). In the event of a Timely Cancellation, the Seeker has the option to either get a full refund of their pre-paid fee or re-schedule to a new date or time that is available on the Healer’s calendar. If the Seeker cancels an Appointment less than 48 hours before the scheduled date of the Appointment, then the Seeker has the option to re-book the Appointment for a new date or time that is available on the Healer’s calendar, or to pay a cancellation fee equal to 20% of the total pre-paid fee for the Appointment which will be deducted from the pre-paid amount and the balance refunded to the Seeker. If the Seeker pays the 20% cancellation fee, then Healer will receive a portion of that fee, minus the 10% Referral Fee as noted above, 24 hours after the cancellation has been confirmed. If the Healer cancels an Appointment less than 48 hours before the scheduled date of the Appointment, then the Seeker has the option to either re-book the Appointment for a new date or time that is available on the Healer’s calendar, or to fully cancel the Appointment and receive a full refund of the pre-paid fee. Thus, if the Seeker elects to receive a full refund in this situation, then Healer will pay Healerverse a cancellation fee that equals 10% of the total pre-paid fee that is refunded to the Seeker.
- B. Workshops and Events: All events and workshops scheduled through the Healerverse site are subject to and governed by our Events Terms.
- 5.4. Dispute Resolution: Seekers will have forty-eight (“48”) hours after the completion of the Appointment to complain about the Healer Services or ask for a refund based on a defect or problem with the Healer Services, using a fillable form to lodge such a compliant (“Complaint Form”). Healerverse will forward all Complaint Forms to Healer and Healer must respond in writing to the same within fifteen (15) days after the date it was sent to Healer (sent date to be determined via Section 10 Notices). Healerverse will then review both submissions and make a decision as to the dispute or seek additional information. If Healerverse finds that the allegations against the Healer are valid, then Healerverse will fully refund the pre-paid fee to the Seeker. If Healerverse finds that the allegations against the Healer are not valid, then it will release the funds to Healer, minus the Referral Fee, as described above.

- 5.5. Cancellation Invoices: In the event that Healer cancels a pre-paid booked Appointment less than forty-eight (“48”) hours before the Appointment and the Seeker chooses a refund of the Healer Services amount, then Healerverse will send an invoice to Healer for an amount that represents 10
- 5.6. % of the total pre-paid fee (“Cancellation Invoice”). All Cancellation Invoices must be paid within thirty (“30”) days of receipt (to be determined via Section 10, Notices). A failure to timely pay a Cancellation Invoice may result in: (i) a late fee accruing at 5% of the outstanding balance per month, or the maximum rate permitted by law, whichever is lower; and/or (ii) Healerverse suspending Healer’s ability to book new appointments and/or the Healer’s account if the outstanding balance remains unpaid for either more than three consecutive months or Healer has paid more than two Cancellation Invoices late. If Healer’s account or its ability to book new appointments has been suspended for more than 30 days and Healer has still failed to pay the Cancellation Invoice(s), then it will be considered a Material Problem and resolved accordingly as outlined in Section 4.3.
- 5.7. Taxes: All Referral Fees payable under this Agreement are exclusive of any sales taxes (unless included on the invoice), or similar governmental sales tax type assessments, excluding any income or other taxes on Healerverse (collectively, “Taxes”). Healer is solely responsible for paying all Taxes associated with or arising from this Agreement and the referral business generated from its use of Healer’s Healerverse Account. In the event that Healerverse is required to pay any Taxes on Healer’s behalf, Healer shall indemnify and/or reimburse Healerverse for all Taxes paid or payable by, demanded from, or assessed upon Healerverse in connection with the referral business generated in connection with this Agreement.

6. Confidentiality

- 6.1. Confidential Information: Except as explicitly excluded below, any information that is confidential or proprietary in nature, or that is specifically labeled or identified as confidential or proprietary, or that should be reasonably understood to be confidential or proprietary due to the nature and circumstances of its disclosure, which is provided by a Party (“Disclosing Party”) to the other Party (“Receiving Party”) constitutes the Disclosing Party’s “Confidential Information.” Confidential Information does not include any information that is: (i) already known to the receiving party before any information was shared by the Disclosing Party and is not subject to any other confidentiality obligation besides under this Agreement; (ii) publicly known or becomes publicly known through no unauthorized act of the Receiving Party; (iii) lawfully received from a third party that does not have a confidentiality obligation to the Disclosing Party; or (iv) independently developed by the Receiving Party without access to the Disclosing Party’s Confidential Information.
- 6.2. Confidentiality Obligations: The Receiving Party will use the other Disclosing Party’s Confidential Information only as necessary to perform the Receiving Party’s obligations under this Agreement. The Receiving Party will not: (i) disclose the Confidential Information to any other third party, unless it has the express written consent of the

Disclosing Party or it is required to by a Judicial, Court or other Legal Order and complies with Section 6.3 with regards to the same; or (ii) store the Confidential Information in a way that does not meet the requirements of the Data Protection provisions outlined in Section 7. Notwithstanding the following, the Receiving Party may share the Confidential Information as needed with its employees, agents, subcontractors and representatives (each a “Representative”) who have a need to access such Confidential Information in order to support or assist the Receiving Party in fulfilling its obligations under this Agreement and who are bound by contractual confidentiality and data security obligations that are at least as restrictive as those contained in this Agreement. Each Party shall remain responsible for any breach of confidentiality by any of its Representatives, and shall indemnify and hold harmless the Disclosing Party in the event of a compromise.

- 6.3. Judicial, Court, or Other Legal Disclosures: It will not be a violation of the Receiving Party’s confidentiality obligations if the Receiving Party is required to disclose the Disclosing Party’s Confidential Information because of a Judicial or Court Order, or via applicable laws or other Legal methods compelling such disclosure. However, in such a situation, the Receiving Party agrees to provide the Disclosing Party with written notice of the required disclosure as soon as possible after receiving it, in order to afford the Disclosing Party the opportunity to contest or seek to limit such disclosure or obtain a protective order, unless such notification is prohibited by law. The Receiving Party agrees to provide commercially reasonable support and assistance as needed to the Disclosing Party in order for the Disclosing Party to seek a protective order or otherwise contest the disclosure or assert its legal rights against such disclosure. If the Disclosing Party has been notified by the Receiving Party and decides not to contest such disclosure, then the Receiving Party can disclose only that portion of the Confidential Information that is legally required to be produced and agrees to exercise reasonable effort to ensure that the Confidential Information will continue to be secured and treated as confidential.

7. Data Protection and Privacy

- 7.1. Healerverse Healer Account Security Obligations: Healer agrees to secure access to its Healer account by ensuring that at a minimum it: (i) utilizes a unique password to gain access to the account, which complies with Healerverse’s Password Guidelines (SEE GUIDELINES); (ii) only access its Healerverse Healer Account via a computer system or device that is secured with commercially available data security controls which protects against any unauthorized access or malicious uploads, data exfiltration or account compromises, and is equipped with an endpoint detection and response tool; and (iv) only shares access to their Healerverse Healer Account with its Representatives that have a need to access the account in order to support or assist the Healer in fulfilling its obligations in connection with or under this Agreement.

Healers also agree to maintain industry-standard and commercially available physical, technical, and administrative data security safeguards to protect any Referral Data or Seeker Data that the Healer receives from Healerverse, which includes protection against any unauthorized access or malicious uploads, exfiltration, or compromises.

- 7.2. Healerverse Healer Third Party Vendor Obligations: If Healer uses a Third Party Vendor that requires access to Referral Data, Seeker Data, or access to the Healerverse Healer Account, Healer will ensure that it has a contract in place with such Third Party Vendor which requires the same level of security and privacy protections as Healer is subject to under this Agreement.
- 7.3. Healerverse's Security Obligations: Healerverse maintains industry-standard and commercially available physical, technical, and administrative data security safeguards in order to protect the Healerverse site, any information uploaded and shared on the site, and the Healer's Healerverse Account, including information shared with or maintained in the account including but not limited to Referral Data and/or Seeker Data.
- 7.4. Healerverse Data Breach: If Healerverse suffers a data breach (as defined by applicable statutes) or a Cyber Incident which directly affects the Healerverse Healer Account, then Healerverse will report the same to the Healer as per applicable data breach statutory requirements.

If the data breach or Cyber Incident requires that notifications be sent to Seekers, then Healerverse will: (i) directly handle the notification to Seekers or reimburse Healer for its reasonable and direct costs spent to notify the Seekers; and (ii) reimburse Healer for any other necessary and reasonable notification costs, such as setting up a hotline or the provision of credit monitoring services, but only if: (a) Healer submits such costs to Healerverse for review and approval before they are incurred; and (b) Healerverse declines to handle the notification task directly and agrees to allow the Healer to do so.

- 7.5. Healer Data Breach: If Healer suffers a data breach (as defined by applicable statutes) or a Cyber Incident which affects or concerns, Healerverse, the Healer's Healerverse Healer Account, any Healerverse Data, or Seeker data, then the Healer will notify Healerverse about the breach or incident as soon as is practical, but no later than 48 hours after learning about such breach or incident.

If the data breach or Cyber Incident is a result of a breach of this Agreement or because of any negligent or unauthorized, act or omission, of Healer or including without limitation those of Healer's representatives or third party vendors, then Healer agrees to: (i) reimburse Healerverse for any and all of its reasonable expenses related to the sending of legally required data breach notifications, including but not limited to the drafting and provision of data breach notifications and if legally required, the provision of credit monitoring services to affected persons; (ii) indemnify and defend Healerverse from any and all legal actions that arise as a result of such data breach or Cyber Incident; and (iii) compensate Healerverse for any other directly related costs or expenses, such as recreating lost or compromised data.

Nothing in this section is meant to limit or restrict any of Healerverse's other rights or potential remedies stemming from such data breach or Cyber Incident.

8. Proprietary Rights

- 8.1. Healerverse Data and Property: Healerverse owns and retains all right, title, and interest in and to Healerverse Data. Except for the limited license granted to Healer in Section 2.1, Healerverse does not in any way or by any means of this Agreement otherwise transfer any rights in the Services, the Platform, or the Healerverse site to Healer, and Healer will take no action that is inconsistent with Healerverse's intellectual property rights in the Services or the Healerverse Site.
- 8.2. Healer's Data and Property: Healerverse owns and retains all right, title, and interest in and to Healer Data. Healer Data does not include Referral Data.

9. Representation and Warranties

- 9.1. Mutual Representations and Warranties: Each Party represents and warrants it has validly entered into this Agreement and has the legal power to do so.
- 9.2. Healer's Representation and Warranties: Healer represents and warrants that it is a valid business, licensed to do business in the state where it operates and that it has all valid licenses and certificated needed to provide Healer Services.
- 9.3. NO WARRANTY: HEALERVERSE MAKES NO REPRESENTATION OR WARRANTY ABOUT THE SERVICES, INCLUDING ANY REPRESENTATION THAT THE SERVICES WILL BE UNINTERRUPTED OR ERROR-FREE, AND PROVIDE THE SERVICES (INCLUDING CONTENT AND INFORMATION) ON AN "AS IS" AND "AS AVAILABLE" BASIS. TO THE FULLEST EXTENT PERMITTED UNDER APPLICABLE LAW, HEALERVERSE DISCLAIMS ANY IMPLIED OR STATUTORY WARRANTY, INCLUDING ANY IMPLIED WARRANTY OF TITLE, ACCURACY OF DATA OR OPERABILITY, NON-INFRINGEMENT, MERCHANTABILITY OR FITNESS FOR A PARTICULAR PURPOSE.

10. Notices

- 10.1. All Notices: Except for the notification of any data security breaches, which shall occur via email at the email addresses designated for such purpose as outlined in Section 7, all notices, requests and communications permitted or required hereunder ("Notice") shall be provided as elected below by each Party. All notices must be in writing. If the Party elects to be notify via a hard copy notice as opposed to an electronic notice, then such notice must be either delivered by hand, or mailed by United States registered, certified or express mail, return receipt requested, or by a nationally recognized overnight courier and address provided below. If the Party elects to receive electronic notices via email, then such notice must be sent to the email address provided below.
- 10.2. For Hard Copy Notices: Notice is deemed given on the date of actual delivery (or refusal of delivery) unless Notice is mailed. If notice is mailed, notice is deemed given on the third day after the postmark date on the envelope containing the Notice if deposited in the United States mail, properly addressed and with sufficient postage prepaid, or upon the business day (including Saturday for this purpose) immediately following the

delivery of such Notice to an overnight courier, with confirmation of delivery (or refusal to accept delivery).

- 10.3. For Electronic Notices: Notice is deemed given on the date timestamped on the sent email, as long as that email is sent to the email address provided below. In the event of an undeliverable email or a returned email, then the Party sending notice shall revert to sending its Notice via Hard Copy instead.
- 10.4. Healerverse's Notices: Healerverse elects to receive all Notices via electronic delivery at this email address: support@5dhealerverse.com. In the event that hard copy deliveries are necessary, they can be sent to Healerverse at this address:
- 10.5. Healer's Notices: Healer elects to receive [electronic or hard copy] notices. Electronic Notices can be sent to this email address: _____ and hard copy notices can be sent to this address: _____ . (to be filled out by Healer)

11. Insurance

- 11.1. It is recommended that Healer provides and maintains at Healer's own expense:
 - A. Cyber Insurance, or its equivalent, with limits of not less than \$1,000,000 per occurrence, with both first party and third party coverage, that provides coverage for: (i) any cyber incident of any kind; (ii) data loss, exfiltration, and replacement/recreation; (iii) a privacy claim, event or incident; (iv) a ransomware event or incident; and (v) cyber terrorism and war;
 - B. Professional Liability Insurance with limits of not less with limits of not less than \$1,000,000 per claim, that provides for Healerverse to be an additional insured under the Policy on a primary non-contributory basis; and
 - C. General Liability Insurance, with limits of not less than \$2,000,000 per claim, that provides for Healerverse to be an additional insured under the Policy.
- 11.2. Healer's Insurance Policies must be in full effect during the term of this Agreement. If the coverage period will expire during the pendency of this Agreement, then Healer agrees to renew the same ensuring that there is no gap in coverage as long as this Agreement is in full effect.
- 11.3. Healer shall provide a copy of the Declaration Sheet of each policy and the Additional Insured Endorsement for the General Liability Insurance Policy to Healerverse evidencing the coverage limits listed above.
- 11.4. The coverages and limits furnished by Healer in no way limit Healer's liabilities and responsibilities specified within this Agreement or by law. Any insurance or self-insurance programs maintained by the Healerverse shall apply in excess of and do not contribute with insurance provided by Consultant under this Agreement.

11.5. The required insurance is not limited by any limitations expressed in the indemnification language in this Agreement or any limitation placed on the indemnity in this Agreement given as a matter of law.

12. Bankruptcy

12.1. Either Party may terminate the Agreement immediately, upon written notice to the other Party, in the event the other Party becomes the subject of a petition in bankruptcy or any other proceeding relating to insolvency, receivership, liquidation or assignment for the benefit of creditors.

13. Indemnification

13.1. Healer will indemnify, defend, and hold harmless Healerverse and its owners, directors, officers, and employees (collectively, "Healerverse Indemnitees") from and against any Claim arising out of, concerning, or related to, the: (i) Healer, (ii) Healer's Services, or (iii) any claim made by a Seeker who scheduled and/or attended an appointment, workshop or event with Healer and/or received Healer's Services. Healer will pay any settlement of and any damages finally awarded against any Healerverse Indemnitee by a court of competent jurisdiction as a result of any such Claim, but only if Healerverse: (i) gives Healer prompt written notice of the Claim, (ii) gives Healer sole control of the defense and settlement of the Claim (provided that Healer may not settle any Claim without Healerverse's prior written consent which will not be unreasonably withheld), and (iii) provides to Healer all reasonable assistance, including access to documents and personnel, at Healer's request and expense.

13.2. Healerverse will indemnify and defend Healer from any third party claim, suit or proceeding ("Indemnified Claim") arising out of, related to, or alleging infringement or misappropriation of a third party's patent, copyright, trade secret, or other intellectual property right as a result of a posting, publication, or use, on the Healerverse Platform or the Services, but only if: (i) Healer provides timely notice of the Indemnified Claim; (ii) does not settle the Indemnified Claim without Healerverse's consent; and (iii) provides document and other support as necessary for Healerverse to defend the Indemnified Claim, at Providers expense.

14. Limitation of Liability

14.1. NEITHER PARTY NOR ITS AFFILIATES NOR THE OFFICERS, DIRECTORS, EMPLOYEES, SHAREHOLDERS, AGENTS OR REPRESENTATIVES OF ANY OF THEM WILL BE LIABLE TO OTHER PARTY FOR ANY INCIDENTAL, INDIRECT, SPECIAL, EXEMPLARY, OR CONSEQUENTIAL DAMAGES, WHETHER FORESEEABLE OR UNFORESEEABLE, THAT MAY ARISE OUT OF OR IN CONNECTION WITH THIS AGREEMENT, EVEN IF THE OTHER PARTY HAS BEEN NOTIFIED OF THE POSSIBILITY OR LIKELIHOOD OF SUCH DAMAGES OR COSTS OCCURRING AND WHETHER SUCH LIABILITY IS BASED ON CONTRACT, TORT, NEGLIGENCE, STRICT LIABILITY, PRODUCTS LIABILITY OR OTHERWISE.

14.2. TO THE FULLEST EXTENT PERMITTED BY LAW HEALERVERSE WILL NOT BE LIABLE IN CONNECTION WITH THIS CONTRACT FOR LOST PROFITS OR LOST BUSINESS OPPORTUNITIES, REPUTATION (E.G., OFFENSIVE OR DEFAMATORY STATEMENTS), LOSS OF DATA (E.G., DOWN TIME OR LOSS, USE OF, OR CHANGES TO, YOUR INFORMATION OR CONTENT) OR ANY INDIRECT, INCIDENTAL, CONSEQUENTIAL, SPECIAL, OR PUNITIVE DAMAGES.

HEALERVERSE WILL NOT BE LIABLE TO YOU IN CONNECTION WITH THIS CONTRACT FOR ANY AMOUNT THAT EXCEEDS (A) THE TOTAL REFERRAL FEES PAID OR PAYABLE BY YOU TO HEALERVERSE FOR THE SERVICES DURING THE TERM OF THIS AGREEMENT, IF ANY, OR (B) US \$1000.

15. Assignment

15.1. Neither Party may assign this Agreement without the prior, written consent of the other Party, except that either Party may assign this Agreement without such consent to an affiliate, or in connection with an acquisition of the assigning Party or a sale of all or substantially all of its assets.

16. Force Majeure

16.1. Neither party shall be deemed to be in breach of this Agreement as a result of or liable to the other for any delays in the performance of its obligations (other than payment obligations) hereunder caused by fire, explosion, act of God, strikes, war, riot, terrorism, government regulation or act or any other cause beyond the reasonable control of such party.

17. Governing Law

17.1. This Agreement will be governed solely by the laws of the State of Florida, without reference to: (a) any conflicts of law principle that would apply the substantive law of another jurisdiction to the conflict, parties' rights, or duties; (b) the 1980 United Nations Convention on Contracts for the International sale of Goods; or (c) any other applicable U.S. or international law that may apply and attempt to control this Agreement. The parties consent to the personal and exclusive jurisdiction of the federal and state courts of Palm Beach County, Florida, for all cases and controversies arising out of or related to this Agreement, including without limitation tort cases.

18. Entire Agreement

18.1. This Agreement is the entire agreement between Healer and Healerverse, and supersedes all prior agreements and understandings concerning the subject matter hereof and may not be amended or modified except by a writing signed by both Parties.

19. Survival

19.1. Sections 5, 6, 7, 8, 9 and 10 hereof shall survive the expiration or any earlier termination of Agreement.

20. Severance

20.1. If any provision of this Agreement is found unenforceable, this Agreement will be construed as if it had not been included.

21. Section Headings

21.1. The Section headings in this Agreement are for reference purposes only and shall not affect in any way the meaning or interpretation of this Agreement.

22. Counterparts

22.1. This Agreement may be executed in counterparts, and these counterparts shall have the same force and effect as if the Parties had executed the same counterpart, and all counterparts together shall constitute and be considered a fully executed original. The Parties agree that facsimiles, portable document format (“PDFs”) electronic signatures or other such execution by electronic signatures may be accepted as originals and are fully binding upon the Parties, and that a facsimile or PDF or electronic counterpart shall be considered an original and prima facie evidence of the contents of the counterpart transmitted or executed by facsimile or PDF or electronically. This Agreement may be executed on varying dates and places. This Agreement is not and will not be binding and effective, however, unless and until each Party executes a counterpart.

23. Electronic Signatures

23.1. Both Parties agree to conduct business electronically, and to be bound by electronic signatures for this Agreement.