

BLK Haven **Service Terms**

Effective Date: January 1, 2023

Your access to and use of Service is conditioned on your acceptance of and compliance with the Terms of The Company "BLK HAVEN CORP.". Terms apply to all visitors, clients, users, and others who access or use the Service. By accessing or using the Service you agree to be bound by these Terms. If you disagree with any part of the terms then you may not access the Service.

Terms

1. These Terms apply to the BLK Haven Corp. through the websites located at blkhaven.com and all BLK Haven Corp. owned and/or operated websites that are linked to blkhaven.com by BLK Haven Corp. and its subsidiaries, including BLK Haven Corp. websites around the world and secure areas of the websites (the "BLK Haven Corp. Websites"). These Terms also apply to any and all online resources, materials, download areas, tools and interactive venues provided on the BLK Haven Corp. Websites, including without limitation, blogs, community forums, chat rooms, discussion sites, knowledge centers, service offerings information (hereinafter, "Online Mediums"), both now and in the future. BLK Haven Corp. may also publish medium-specific terms of use in which event, these Terms shall remain in full force and effect to the extent that the Terms do not conflict with the medium-specific terms of use.

By posting or submitting any material (including, without limitation, comments, blog entries, photos, and videos) to BLK Haven Corp. via the Website, you are representing: (i) that you are the owner of the material, or are making your posting or submission with the express consent of the owner of the material; and (ii) that you are eighteen years of age or older. In addition, **when you submit or post any material, you are granting BLK Haven Corp., and anyone authorized by BLK Haven Corp., a royalty-free, perpetual, irrevocable, non-exclusive, unrestricted, worldwide license to use, copy, modify, transmit, sell, exploit, create derivative works from, distribute, and/or publicly perform or display such material, in whole or in part, in any manner or medium, now known or hereafter developed, for any purpose.** The foregoing grant shall include the right to exploit any proprietary rights in such posting or submission, including, but not limited to, rights under copyright, trademark, service mark, or patent laws under any relevant jurisdiction. Also, in connection with the exercise of such rights, you grant BLK Haven Corp., and anyone authorized by BLK Haven Corp., the right to identify you as the author of any of your postings or submissions by name, email address, or screen name, as we deem appropriate.

Term Updates

2. BLK Haven Corp. may modify these Terms at any time. Material changes will be posted as amended terms on our website at least fifteen (15) days before the effective date of the changes. If you have provided BLK Haven Corp. your email, material changes to the Terms may also be sent to you by email at least fifteen (15) days before the effective date of the changes. In the event that you do not agree with any term changes, you agree to discontinue your use of the Site before the effective date of the change(s). If you continue using the Site after the effective date, you will be bound by the updated Terms.

Healthcare Services

3. BLK Haven Corp. is an administrative services entity that provides administrative services to the state/region specific clinical care providers (“BLK Haven Clinician(s)”), which operate under a variety of business structures according to the laws of the various states/regions in which BLK Haven Clinician(s) provide health care and related services, including therapy and psychiatric care. BLK Haven Corp. does not practice medicine or any other licensed profession and does not interfere with the practice of medicine or any other licensed profession by BLK Haven Clinician(s) or other third parties.

You agree that these Terms govern your access to and use of the Site and the Services offered by BLK Haven Corp. and BLK Haven Clinician(s). If you use medical services provided by BLK Haven Clinician(s), you understand and agree that you are bound by and subject to the Healthcare Services Consent. Please read the Healthcare Services Consent carefully before electing to utilize the services of a BLK Haven Clinician(s). Please refer to our Privacy Policy and BLK Haven Clinician(s)' Notice of Privacy Practices to learn how your personal and health information is used, shared, and protected.

Service Location Limitations

4. BLK Haven Corp. makes no representation that all products, services and/or material described on the website(s), or the Services available through the website(s), are appropriate or available for use in locations outside the United States or all states and territories within the United States.

Consent to Electronic Communications

5. As a Client, you agree that we may send the following to you by email or by posting them on the BLK Haven Corp. website(s): legal disclosures; these Terms; Privacy Policy; future changes to any of the foregoing; and other notices, policies, communications or disclosures and information related to the Services. You agree that BLK Haven Corp. may contact you via email, phone, text, or mail regarding prospective Services. Text messages and emails are not always secure because they travel over networks that we do not own or control. You consent to receive such communications

electronically. You agree to update your contact information to ensure accuracy. Your consent to conduct actions electronically covers all interactions between you and BLK Haven Corp.

As a Client, you may opt out of specific types of electronic communications through your account or by following the unsubscribe instructions in any communication you receive from BLK Haven Corp. Your withdrawal of consent will be effective within a reasonable time after we receive notice of your withdrawal.

BLK Haven Corp. will need to send you certain communications electronically regarding the Services. You will not be able to opt out of those communications – e.g., communications regarding updates to the Terms or information about billing. Your withdrawal of consent will not affect the legal validity or enforceability of the Terms provided to and accepted by you. If you withdraw your consent to receive communications electronically, certain BLK Haven Corp. Services may become unavailable to you.

Notice: Digital Millennium Copyright Act

6. The Digital Millennium Copyright Act of 1998 (the “DMCA”) provides recourse for copyright owners who believe that material appearing on the Internet infringes their rights under U.S. copyright law. If you believe in good faith that materials appearing on the Site infringe your copyright, you (or your agent) may send BLK Haven Corp. a notice requesting that the material be removed or access to it blocked. In addition, if you believe in good faith that a notice of copyright infringement has been wrongly filed against you, the DMCA permits you to send us a counter-notice. Notices and counter-notices must meet statutory requirements imposed by the DMCA. One place to find more information is the U.S. Copyright Office Website, currently located at <https://www.copyright.gov>. In accordance with the DMCA, BLK Haven Corp. has designated an agent to receive notification of alleged copyright infringement in accordance with the DMCA. Any written Notification of Claimed infringement should comply with Title 17, United States Code, Section 512(c)(3)(A) and should be provided in writing to: 600 West Broadway, Suite #700, San Diego, CA 92101.

Client Registration & Security

7. To access certain features of the BLK Haven Corp. website or to become a client, you will have to create an account by entering your name, address, and certain other information collected by BLK Haven Corp. (collectively, “Client Information”). It is important that you provide us with accurate and complete Client Information and update as changes occur. You are responsible for protecting your account username and password, and for all activities that occur under your account. You should immediately notify BLK Haven Corp. of any unauthorized use of your account and if any information you provide relating to your account becomes inaccurate, incomplete, or otherwise false or misleading. You should use particular caution when accessing your account from a public or shared computer so that others are not able to view or record your password

or other personal information. BLK Haven Corp. is not responsible for any loss or damage for your failure to protect your account or personal information.

Under 18 Years of Age

8. BLK Haven Corp. website(s) and Services are not intended for anyone under the age of 18 years. If you are under 18 years of age, please do not use or access BLK Haven Corp. website(s) at any time or in any manner. By using BLK Haven Corp. website(s), you affirm that you are over the age of 18. BLK Haven Corp. does not seek through its website(s) to gather personal information from or about persons under the age of 18.

Confidentiality

9. "Confidentiality" shall refer to information which is not generally known to the public regarding the Client's service or personal affairs and information. BLK Haven Corp. shall not disclose, reveal, or make use of any Confidential Information learned through its transactions with Client, during discussion with Client, service with BLK Haven Corp., or otherwise, without the written consent of Client. BLK Haven Corp. shall keep the Confidential Information of the Client in strictest confidence and shall use its best efforts to safeguard the Client's Confidential Information and make every effort to protect it against disclosure, misuse, espionage, loss, and theft.

Intellectual Property Rights

10. The BLK Haven Corp. Websites; past, present and future versions; all pages found within the BLK Haven Corp. website(s); the material and information on BLK Haven Corp. website(s); all graphics, text, images, audio, videos, webinars, designs, compilation, advertising copy, articles, user interfaces, artwork, any computer applications, any and all copyrightable material (including source and object code) and all other materials, including without limitations the design, structure, "look and feel" and arrangement of such content contained on the BLK Haven Corp. website(s) (hereinafter, the "Content"); trade names, trademarks, service marks, logos, domain names, and other distinctive brand elements, whether registered or not are owned, controlled or licensed by or to BLK Haven Corp., and are protected by intellectual property laws (the "Intellectual Property laws"), including but not limited to copyright, trademark, trade dress, domain name, patent, trade secret, international treaties and other proprietary rights and unfair competition laws. In using the BLK Haven Corp. website(s) or the Content, you acknowledge and agree to abide by all applicable Intellectual Property laws, as well as any specific notices contained on the Websites. All rights not expressly granted are reserved.

The BLK Haven Corp. Websites and the Content may not be copied, reproduced, modified, adapted, translated, transmitted, displayed, published, posted, resold, or otherwise distributed in any way, without BLK Haven Corp.'s express prior written authorization. You are granted permission to display on your computer, print and download the Content on this website solely for your own personal, non-commercial and educational use. You must retain copyright and other notices on any copies of the

Content you make. Certain Content and documents available on this Website are open source Content and documents subject to the applicable open source license and are so marked. Your use of those materials is governed by the individual applicable license. Unauthorized use of the BLK Haven Corp. website(s) or the Content contained on or available through the BLK Haven Corp. website(s) or any linked websites may violate applicable Intellectual Property laws or other laws.

BLK Haven Corp. website excerpts and links may be used provided that full and clear attribution is given to The Company with a direct link to the original content.

Links to Other Sites

11. BLK Haven Corp. Service(s) may contain links to third-party web sites or services that are not owned or controlled by BLK Haven Corp..

BLK Haven Corp. has no control over, and assumes no responsibility for, the content, privacy policies, or practices of any third party web sites or services. You further acknowledge and agree that BLK Haven Corp. shall not be responsible or liable, directly or indirectly, for any damage or loss caused or alleged to be caused by or in connection with use of or reliance on any such content, goods or services available on or through any such web sites or services.

Endorsements

12. Reference to any product, recording, event, process, publication, service, or offering of any third party by name, trade name, trademark, service mark, company name or otherwise does not constitute or imply the endorsement or recommendation of such by BLK Haven Corp.

Termination

13. BLK Haven Corp. may terminate or suspend access to our Service(s) immediately, without prior notice or liability, for any reason whatsoever, including without limitation if you breach the Terms.

In the event that a Client is in arrears of payment or otherwise in default of this Agreement, all payments due hereunder shall be immediately due and payable. BLK Haven Corp. shall be allowed to immediately collect all sums from Client and terminate providing further services to Client. In the event that Client is in arrears of payments to BLK Haven Corp. Client(s) shall be barred from using any of BLK Haven Corp.'s services.

All provisions of the Terms which by their nature should survive termination shall survive termination, including, without limitation, ownership provisions, warranty disclaimers, indemnity and limitations of liability.

Non-Disparagement

14. In the event of a dispute between the Client or Clinician, and BLK Haven Corp., the parties agree that neither will engage in any conduct or communications, public or private, designed to disparage the other.

Law & Jurisdiction

15. These Terms are governed by the laws of California. The parties irrevocably submit to the exclusive jurisdiction of the courts of the State of California, specifically San Diego County, in respect of all matters and disputes arising hereunder and waive any defense of lack of personal jurisdiction in that jurisdiction. If any provision of these Terms is found to be invalid by any court having competent jurisdiction, the invalidity of such provision shall not affect the validity of the remaining provisions of these Terms, which shall remain in full force and effect.

Indemnity

16. To the extent allowed by applicable law, you will indemnify BLK Haven Corp. and its directors, officers, employees, and contractors for any third-party legal proceedings (including actions by government authorities) arising out of or relating to your unlawful use of the Services or violation of these Terms. This indemnity covers any liability or expense arising from claims, losses, damages, judgments, fines, litigation costs, and legal fees.

Fee for Service & Refunds

17. Client agrees to compensate BLK Haven Corp. according to the payment schedule set forth on BLK Haven Corp's website, or via email, or Payment Schedule and the payment plan selected by Client (the "Fee") or otherwise noted in this agreement. BLK Haven Corp. shall charge a 5% (five-percent) late penalty to all balances that are not paid in a timely manner by Client.

Upon execution of this Agreement, Client shall be responsible for the full extent of the Fee. **If Client cancels attendance of the service for any reason whatsoever, Client will receive no refund.**

To the extent that Client provides BLK Haven Corp. with credit card(s) information for payment on Client's account, BLK Haven Corp. shall be authorized to charge Client's credit card(s) for any unpaid charges on the dates set forth herein. If Client uses a multiple-payment plan to make payments to BLK Haven Corp., the Company shall be authorized to make all charges at the time they are due and not require separate authorization in order to do so. Client shall not make any charge backs to BLK Haven Corp.'s account or cancel the credit card that is provided as security without BLK Haven Corp.'s prior written consent. Client is responsible for any fees associated with recouping payment on charge backs and any collection fees associated therewith.

Client shall not change any of the credit card information provided to BLK Haven Corp. without notifying BLK Haven Corp. in advance.

Liability Limits

18. IN NO EVENT SHALL BLK HAVEN CORP. BE LIABLE FOR ANY DIRECT, INDIRECT, SPECIAL, PUNITIVE, INCIDENTAL, EXEMPLARY, OR CONSEQUENTIAL DAMAGES, OR ANY DAMAGES WHATSOEVER RESULTING FROM ANY LOSS OF USE, LOSS OF PROFITS, LITIGATION, OR ANY OTHER PECUNIARY LOSS, WHETHER BASED ON BREACH OF CONTRACT, TORT (INCLUDING NEGLIGENCE), PRODUCT LIABILITY, OR OTHERWISE, ARISING OUT OF OR IN ANY WAY CONNECTED WITH THE SITE OR THE PROVISION OF OR FAILURE TO MAKE AVAILABLE ANY PRODUCTS, GOODS, OR SERVICES, EVEN IF ADVISED OF THE POSSIBILITY OF SUCH DAMAGES. BLK HAVEN CORP.'S TOTAL LIABILITY ARISING OUT OF OR RELATING TO THESE TERMS IS LIMITED TO THE GREATER OF (1) \$200 OR (2) THE FEES PAID TO USE THE RELEVANT SERVICES IN THE 12 MONTHS BEFORE THE DISPUTE.

Disclaimer

19. Client accepts and agrees that they are 100% responsible for their progress and results from BLK Haven Corp. Services. The client agrees and accepts that BLK Haven Corp. cannot and does not guarantee success, competency level, or increased ability. Client(s) are responsible and accountable for their decisions, actions, and life results as they engage with BLK Haven Corp. Clinician(s). BLK Haven Corp. makes no representations or guarantees verbally or in writing regarding performance of this Agreement other than those specifically enumerated herein. By use of the Site, Client agrees not to attempt to hold BLK Haven Corp. liable for any such decisions, actions or results, at any time, under any circumstance.

BLK Haven Corp. makes no expressed or implied guarantee or warranty that the Service(s) will meet Client's requirements or that all clients will achieve the same results.

Client experiencing a psychological crisis are encouraged to seek additional help via the *988 Suicide & Crisis Lifeline* that provides 24/7 free and confidential support. Call or text 988 for confidential support with trained crisis counselors.

Client agrees at all times to defend, indemnify, and hold harmless BLK Haven Corp., affiliates, successors, transferees, assignees and licensees, and respective parent and subsidiary companies, agents, associates, officers, directors, shareholders and employees of each from and against any and all claims, causes of action, damages, liabilities, costs and expenses, including legal fees and expenses, arising out of or related to your breach of any obligation, warranty, representation, or covenant set forth herein.

General Provisions

20. This electronic document, and all other electronic documents referred to or incorporated herein, will be: (a) deemed for all purposes to be a “writing” or “in writing”, and to comply with all statutory, contractual, and other legal requirements for a writing; and (b) legally enforceable as a signed agreement. A printed version of these Terms and any notice given in electronic form shall be admissible in judicial proceedings or administrative proceedings based upon or relating to these Terms to the same extent and subject to the same conditions as other business documents and records originally generated and maintained in printed form.

BLK Haven Corp. appreciates your feedback, suggestions, and other communications (collectively, “Feedback”) about the Website(s) and the Services. Of note, BLK Haven Corp. is not obligated to use your Feedback without restriction or any obligation to compensate you, and aside from the laws governing the confidentiality of healthcare information, we have no obligation to keep them confidential.

Even after termination, these Terms will remain in effect such that all terms that by their nature may survive termination will be deemed to survive such termination.

YOU ACKNOWLEDGE THAT YOU HAVE READ AND ACCEPT THESE TERMS AND CONDITIONS. IF YOU DO NOT AGREE TO THESE TERMS AND CONDITIONS, YOU MAY CHOOSE NOT TO BECOME A USER OF THESE SERVICES.

Contact Us

If you have any questions about these Terms or Conditions, please contact us at admin@blkhaven.com.