

# MOODPRINTS LLC

## General Terms of Service

*Version 1.0*

**Last Updated:** July 22, 2025

### 1. AGREEMENT AND SCOPE

MoodPrints LLC (“**MoodPrints**,” “**we**,” “**our**,” or “**us**”) provides mobile applications, websites, dashboards, and related software-as-a-service tools (collectively, the “**Services**”). These Terms of Service (“**Terms**”) are a binding contract between MoodPrints and every person or entity (“**you**” or “**User**”) who visits, browses, registers, or otherwise uses the Services.

1. These Terms govern general access to the Services by all Users, including Clients, Clinicians, vendors, and casual visitors.
2. Specific agreements supersede where applicable.
  - a. Clients are additionally bound by the *Client Terms and Telehealth Consent* (CTTC) incorporated by reference.
  - b. Clinicians are additionally bound by the *Platform Services Agreement* (PSA) and *Business Associate Agreement* (BAA) incorporated by reference.
  - c. Any conflict is resolved in the following order: (1) any Business-Associate Agreement (“**BAA**”), (2) the Platform Services Agreement together with any Client Terms and Telehealth Consent (“**PSA/CTTC**”), (3) the Notice of Privacy Practices (“**NOPP**”), and (4) these Terms together with the Privacy Policy.
3. By creating an account, clicking “I Agree,” or continuing to use the Services after notice of an update, you accept these Terms. If you do not agree, you must discontinue use immediately.
4. MoodPrints may amend these Terms with at least 30 days’ notice for material changes; the latest version will always be available in-app and at [www.moodprints.app/terms-of-service](http://www.moodprints.app/terms-of-service).

### 2. DEFINITIONS

The capitalized terms below apply only within these Terms. Definitions contained in the CTTC, PSA, BAA, or NOPP remain in those documents and control their respective subject matter.

- “**Services**” – The MoodPrints mobile apps, web portals, dashboards, websites, APIs (if any), documentation, and any updates or successor platforms MoodPrints makes generally available.
- “**User**” – Any individual or entity that accesses or uses the Services, whether registered or not.
- “**Client**” – A registered end-user whose account is linked to a Clinician for mental-health monitoring via the CTTC.
- “**Clinician**” – A licensed mental-health professional who has executed the PSA (and BAA) and uses the Services with Clients.

- **“Personal Data”** – Information that identifies or can reasonably be linked to an individual and that is not Protected Health Information (“PHI”) governed by HIPAA; examples include IP addresses, device IDs, and cookie identifiers.
- **“User Content”** – Any data, text, images, files, or other material (excluding PHI) that a User uploads, posts, or transmits through the Services.
- **“Third-Party Services”** – Any software, platform, or content not owned or controlled by MoodPrints that integrates with or is linked from the Services.

### 3. ELIGIBILITY AND ACCOUNT SECURITY

**3.1 Minimum Age and Capacity.** You must be at least 13 years old to create an account. Users aged 13–17 require a parent or guardian to co-sign the CTTC during onboarding (details handled in the CTTC). Users under 13 are prohibited.

**3.2 U.S. Residency.** The Services are offered only to individuals who are physically located in, and lawfully resident of, the United States. By registering, you represent and warrant that you meet these criteria.

**3.3 Account Information.** You agree to (a) provide true, current, and complete registration data, and (b) update such data to keep it accurate. MoodPrints may suspend or terminate accounts that contain false or incomplete information.

**3.4 Credentials and Security.** You are solely responsible for maintaining the confidentiality of your login credentials and for all activities under your account. You must (a) use a strong password, (b) enable device-level security (e.g., passcode, biometric lock), and (c) promptly notify [support@moodprints.app](mailto:support@moodprints.app) and/or [privacy@moodprints.app](mailto:privacy@moodprints.app) of any suspected unauthorized use.

**3.5 One Account Per User.** Except with MoodPrints’ prior written consent, you may maintain only one active personal account and may not share credentials with any other person.

### 4. LICENSE AND INTELLECTUAL-PROPERTY RIGHTS

**4.1 MoodPrints Ownership.** The Services and all related software, graphics, logos, designs, and analytics (collectively, “MoodPrints IP”) are owned by or licensed to MoodPrints and are protected by U.S. and international copyright, trademark, trade-secret, and other intellectual-property laws.

**4.2 Limited License to You.** Subject to these Terms, MoodPrints grants you a personal, revocable, non-exclusive, non-transferable, and non-sublicensable license to access and use the Services for their intended purpose. No other rights are granted – expressly, by implication, or otherwise.

**4.3 Prohibited Acts.** You may not (a) copy, modify, adapt, translate, reverse engineer, decompile, or disassemble any portion of the Services; (b) sell, sublicense, lease, or otherwise commercialize the

Services; (c) remove or alter proprietary notices; or (d) use the Services to build a competing product or service.

**4.4 Third-Party Components.** Certain open-source or third-party software may be incorporated in the Services. Use of such components is governed solely by their respective licenses, which are available upon request.

**4.5 Reservation of Rights.** MoodPrints and its licensors retain all right, title, and interest not expressly granted herein.

## 5. USER CONTENT AND FEEDBACK

**5.1 Definition.** “User Content” means any data, text, images, files, or other material (excluding PHI) that you upload, post, or transmit through the Services.

**5.2 User Content License.** You grant MoodPrints a worldwide, royalty-free, sublicensable license to host, store, reproduce, modify, create derivative works from, display, and distribute User Content solely to operate, improve, and promote the Services. This license ends when you delete your User Content from the Services, except to the extent it has been shared with others who have not deleted it or it is retained in routine backups (which are deleted on a scheduled cycle).

**5.3 Responsibility.** You are solely responsible for User Content and for any consequences of posting or publishing it. You represent and warrant that you own or have the necessary rights to submit the User Content and that its submission does not violate any law or third-party rights.

**5.4 Feedback.** If you send MoodPrints comments, ideas, or suggestions (“Feedback”), you grant MoodPrints a perpetual, irrevocable, royalty-free right to use and exploit such Feedback for any purpose without further obligation or compensation to you.

## 6. ACCEPTABLE USE STANDARDS

**6.1 Prohibited Uses.** To keep MoodPrints safe and lawful, you agree not to:

- (a) Use the Services for unlawful, fraudulent, or harmful purposes, including harassment, threats, or advocacy of violence.
- (b) Introduce malware, attempt to probe or breach any security measures, or interfere with network operations.
- (c) Access the Services with bots, spiders, or scripts without MoodPrints’ prior written consent.
- (d) Upload or share content you do not own or have the right to use.
- (e) Collect or harvest personal data of other Users without consent.
- (f) Use the Services as a real-time emergency or crisis-response system.

**6.2 Enforcement.** MoodPrints may remove content, suspend, or terminate accounts – and, where appropriate, refer matters to law enforcement – if these standards are violated. Service-specific device-security obligations for Clients appear in the CTTC; professional conduct obligations for Clinicians appear in the PSA.

## **7. PRIVACY AND DATA PRACTICES OF NON-PHI**

**7.1 Privacy Policy Incorporated.** All collection, use, and sharing of information other than Protected Health Information (“PHI”) is governed by the MoodPrints Privacy Policy, which is incorporated herein by reference. By continuing to use the Services, you acknowledge that policy.

**7.2 Scope Exclusion for PHI.** PHI created or exchanged within secure Client–Clinician workflows is governed exclusively by the Notice of Privacy Practices (NOPP) and, where applicable, the CTTC or PSA/BAA. No provision of these Terms modifies those HIPAA-Binding Documents incorporated by reference.

### **7.3 Categories of Non-PHI We Collect.**

- (i) Device and log data (e.g., IP address, browser type, crash logs);
- (ii) Usage analytics (clickstreams, feature interaction, session duration);
- (iii) Cookies/SDK identifiers for authentication, preferences, and analytics; and
- (iv) Marketing data (e.g., email open rates, opt-in SMS engagement).

**7.4 Purposes.** Non-PHI is processed to (a) operate and secure the Services, (b) troubleshoot bugs, (c) analyze aggregate performance, and (d) send product updates or marketing messages where legally permitted.

**7.5 Opt-Out Options.** You may disable non-essential cookies via browser settings and may opt out of marketing emails or texts by following the instructions in those messages. Core platform cookies necessary for security and log-in cannot be disabled.

**7.6 Retention and Deletion.** Non-PHI analytics logs are retained for seven (7) years after collection, then deleted or de-identified unless a longer period is required by law or legitimate business need.

## **8. THIRD-PARTY SERVICES AND LINKS**

**8.1 Integrations and Hosting.** MoodPrints relies on reputable cloud providers, analytics platforms, and payment processors to deliver the Services. While we vet these vendors, they operate under their own terms and privacy practices.

**8.2 Outbound Links.** The Services may contain links to external websites or resources that are not controlled by MoodPrints. We are not responsible for the content, policies, or practices of any third-party site or service. Access is at your own risk.

**8.3 App-Store Terms.** If you download MoodPrints from the Apple App Store, Google Play, or another marketplace, your use of the Services is also governed by that store's applicable terms. Apple, Google, and similar platforms are third-party beneficiaries of these Terms and may enforce them against you.

**8.4 Open-Source Components.** Certain open-source libraries are included in the Services. Their licenses are available on request and remain the property of their respective authors.

## **9. SERVICE CHANGES AND AVAILABILITY.**

**9.1 Right to Modify or Discontinue.** MoodPrints may add, modify, or remove features or suspend the Services in whole or in part at any time. If a change materially reduces core functionality for registered Users, we will provide at least 30 days' prior notice via email or in-app alert where feasible.

**9.2 Maintenance and Downtime.** Scheduled maintenance windows will be announced in advance whenever practicable. The Services are provided on an "AS IS" and "AS AVAILABLE" basis; temporary interruptions may occur due to maintenance, updates, or unscheduled outages.

**9.3 Beta Features.** Any feature labeled "beta," "preview," or similar is experimental, may be modified or withdrawn at any time, and is provided without warranty or service-level commitments.

**9.4 Export or Backup.** If we discontinue the Services or terminate your account (other than for breach), we will provide reasonable means – such as a downloadable archive – to retrieve your non-PHI User Content for a period of at least 30 days after notice, unless legal or security considerations dictate otherwise.

## **10. DISCLAIMERS.**

**10.1 Informational Nature.** Except where the *Client Terms and Telehealth Consent* or *Platform Services Agreement* expressly provide otherwise, all content and functionality in the Services are offered for general informational purposes only. MoodPrints does not provide medical, legal, or professional advice and does not guarantee that the Services will improve mental-health outcomes.

**10.2 "AS IS / AS AVAILABLE."** EXCEPT AS EXPRESSLY STATED IN THESE TERMS, THE APP AND ALL RELATED SERVICES ARE PROVIDED "AS IS" AND "AS AVAILABLE." MOODPRINTS MAKES **NO WARRANTIES**, EXPRESS OR IMPLIED, INCLUDING ANY IMPLIED WARRANTY OF MERCHANTABILITY, FITNESS FOR A PARTICULAR PURPOSE, OR NON-INFRINGEMENT. WE DO NOT WARRANT THAT THE APP WILL BE UNINTERRUPTED, ERROR-FREE, OR MEET ANY PARTICULAR OUTCOME.

**10.3 No Guarantee of Results.** MoodPrints makes no representation that the Services – or any data insights, mood predictions, or recommendations generated – will meet your requirements or produce any particular result.

**10.4 Jurisdictional Limits.** Some jurisdictions do not allow the exclusion of certain warranties. Where applicable law disallows such exclusions, the foregoing disclaimers apply only to the maximum extent permitted.

## **11. LIMITATION OF LIABILITY.**

**11.1 Cap on Direct Damages.** TO THE FULLEST EXTENT PERMITTED BY LAW, MOODPRINTS' TOTAL CUMULATIVE LIABILITY FOR ANY CLAIM ARISING OUT OF OR RELATING TO THESE TERMS OR THE SERVICES WILL NOT EXCEED THE GREATER OF (A) ONE-THOUSAND U.S. DOLLARS (US \$1,000) OR (B) THE AMOUNT YOU PAID TO MOODPRINTS (IF ANY) FOR THE SERVICES DURING THE TWELVE (12) MONTHS IMMEDIATELY PRECEDING THE EVENT GIVING RISE TO THE CLAIM.

**11.2 Excluded Damages.** MOODPRINTS SHALL NOT BE LIABLE FOR ANY INDIRECT, INCIDENTAL, CONSEQUENTIAL, SPECIAL, PUNITIVE, OR EXEMPLARY DAMAGES – including LOST PROFITS, LOST DATA, BUSINESS INTERRUPTION, OR OTHER INTANGIBLE LOSSES – EVEN IF ADVISED OF THE POSSIBILITY OF SUCH DAMAGES.

**11.3 Basis of the Bargain.** The limitations in this Section 11 form an essential basis of the agreement between you and MoodPrints and apply even if any limited remedy fails of its essential purpose.

**11.4 Consumer Rights.** Certain state or federal laws may not allow the exclusion or limitation of liability for consequential or incidental damages; in such cases, the above limitation may not apply to you, and you may have additional rights.

## **12. INDEMNIFICATION**

**12.1 Your Obligation.** You agree to defend, indemnify, and hold harmless MoodPrints, its affiliates, and their respective directors, officers, employees, and agents, from and against any claim, demand, loss, liability, or expense (including reasonable attorneys' fees) arising out of or related to:

- (a) your breach of these Terms;
- (b) your User Content;
- (c) your violation of any law or the rights of a third party.

**12.2 Procedure.** MoodPrints will promptly notify you of any claim subject to indemnification, allow you to control the defense and settlement (provided the settlement releases MoodPrints of all liability and does not admit fault on MoodPrints' part), and reasonably cooperate – at your expense – in the defense.

**12.3 MoodPrints' Rights.** MoodPrints reserves the right, at its own cost, to assume exclusive defense and control of any matter subject to indemnification. If MoodPrints exercises this right, you remain responsible for covering all costs and losses and must cooperate with the defense as reasonably requested.

## **13. DIGITAL MILLENNIUM COPYRIGHT ACT (DMCA) NOTICE AND TAKEDOWN POLICY**

**13.1 DMCA Policy.** MoodPrints respects the intellectual property rights of others and expects users to do the same. In accordance with the Digital Millennium Copyright Act ("DMCA"), 17 U.S.C. § 512, we will respond to properly submitted notices alleging copyright infringement on or through the Services and will terminate, in appropriate circumstances, repeat infringers.

### **13.2 Designated Agent for DMCA Notices**

*Name:* NAME GOES HERE, MoodPrints Privacy & Legal

*Address:* PUT ADDRESS HERE

*Email:* [dmca@moodprints.app](mailto:dmca@moodprints.app)

*Telephone:* PUT PHONE NUMBER HERE

### **13.3 How to Submit an Infringement Notice**

To request removal of material you believe infringes your copyright, send a written notice to our Designated Agent that includes *all* of the following (DMCA § 512(c)(3)):

1. A physical or electronic signature of the copyright owner or a person authorized to act on their behalf.
2. Identification of the copyrighted work claimed to have been infringed, or a representative list if multiple works at a single online site are covered by one notice.
3. Identification of the material claimed to be infringing (or the subject of infringing activity) and information reasonably sufficient to permit us to locate the material (URL(s) or in-app location).
4. Your contact and personal information, including (but not limited to): (a) full name, (b) mailing address, (c) telephone number, and (d) email address.
5. A statement that you have a good-faith belief that use of the material in the manner complained of is not authorized by the copyright owner, its agent, or the law.
6. A statement that the information in the notification is accurate and, under penalty of perjury, that you are the copyright owner or authorized to act on the owner's behalf.

**13.4 Removal of Allegedly Infringing Material.** Upon receiving a valid DMCA Notice, we will remove or disable access to the allegedly infringing material and take reasonable steps to notify the user who posted it that we have done so.

**13.5 Counter-Notification.** If your material was removed and you believe it was taken down in error or that you have the legal right to post it, you may submit a Counter-Notification to the Designated Agent containing:

1. Your physical or electronic signature.
2. Identification of the material removed or to which access has been disabled and the location where it appeared before removal.
3. A statement under penalty of perjury that you have a good-faith belief the material was removed or disabled as a result of mistake or misidentification.
4. Your name, mailing address, telephone number, and email address.
5. A statement that you consent to the jurisdiction of (a) the U.S. federal district court for the judicial district in which your address is located, or if outside the U.S., (b) any judicial district in which MoodPrints may be found, and that you will accept service of process from the person who submitted the original DMCA Notice or their agent.

**13.6 Restoration of Material.** If we receive a valid Counter-Notification, we may restore the material within 10–14 business days unless the original complainant informs us that they have filed a court action seeking to restrain the user from engaging in infringing activity.

**13.7 Repeat Infringer Policy.** MoodPrints may, in appropriate circumstances and at its discretion, disable and/or terminate the accounts of users who are repeat infringers.

## 14. ACCESSIBILITY STATEMENT

**14.1 Accessibility.** MoodPrints is committed to making the Services accessible to individuals with disabilities. We aim to conform to the *Web Content Accessibility Guidelines* (WCAG) 2.2 Level AA and to comply with applicable accessibility laws, including the *Americans with Disabilities Act* (ADA), to the extent required.

**14.2 Contact.** If you experience difficulty using any part of the Services, please contact us so we can assist:

Email: [legal@moodprints.app](mailto:legal@moodprints.app)

Phone: PUT PHONE NUMBER HERE

Please include a description of the problem, the assistive technology (if any) you are using, and the specific URL or app screen where you encountered the issue. We review all feedback and will work to address accessibility barriers promptly.

**14.3 Alternative Access to Content.** On request, we can provide key information in alternative formats (e.g., large print PDF, tagged PDF, plain-text export, screen-reader friendly CSV summaries) when reasonably feasible.

**14.4 Ongoing Improvements.** We periodically test our platform with automated tools and human review, including users of assistive technologies. If you would like to participate in user testing, let us know.

## 15. CALIFORNIA PRIVACY RIGHTS NOTICE (CCPA/CPRA)



**15.1 California Privacy Rights.** If you are a resident of California, the California Consumer Privacy Act, as amended by the California Privacy Rights Act (collectively, “CCPA/CPRA”), grants you the following rights with respect to your “Personal Information” (as defined by Cal. Civ. Code § 1798.140):

- (a) Right to know the categories and specific pieces of Personal Information we collect, use, and disclose;
- (b) Right to request deletion of Personal Information, subject to statutory exceptions;
- (c) Right to correct inaccurate Personal Information;
- (d) Right to limit the use and disclosure of Sensitive Personal Information; and
- (e) Right to be free from discriminatory treatment for exercising any CCPA/CPRA right.

**15.2 No Sale or Sharing.** MoodPrints **does not sell or share** Personal Information for monetary consideration or for cross-context behavioral advertising and has not done so in the preceding twelve (12) months. Should our practices change, we will update these Terms and provide the opt-out mechanisms required by law before any such activity begins.

**15.3 Reference to the Privacy Policy.** Please consult the *MoodPrints Privacy Policy* for detailed disclosures, including the categories of Personal Information collected, sources, purposes of use, retention periods, and the limited circumstances in which we disclose data to service providers.

#### **15.4 How to Exercise Your California Rights**

1. **Submit a Verifiable Request.** You (or your authorised agent) may exercise any right listed above by:
  - (a) Emailing [privacy@moodprints.app](mailto:privacy@moodprints.app) with the subject line “California Rights Request”;
  - (b) Mailing a written request to MoodPrints LLC at 8775 NE Wilkins St, Apt 312, Hillsboro, OR 97006.
2. **Verification.** For security, we must confirm your identity before processing a request. If you appoint an authorized agent, we require (i) signed written authorization or a valid power of attorney, and (ii) verification of the agent’s own identity.
3. **Response Timeframes.** We will acknowledge receipt within ten (10) days and respond substantively within forty-five (45) days, or up to ninety (90) days where reasonably necessary and permitted by law.
4. **Sensitive Personal Information.** If we ever process data classed as “Sensitive Personal Information” under CPRA – including but not limited to one’s precise geolocation and account log-in credentials – we will use it only for service delivery, security, or other statutorily permitted purposes unless you direct otherwise.
5. **Non-Discrimination.** We will not deny goods or services, charge different prices, or provide a different level or quality of service solely because you exercised a CCPA/CPRA right, except as allowed by the statute.

## **16. SUSPENSION AND TERMINATION.**

**16.1 Suspension for Cause.** MoodPrints may suspend or restrict your access to the Services immediately, with or without notice, if we reasonably believe you have: (a) violated these Terms or any incorporated policy; (b) engaged in fraudulent, abusive, or illegal activity; or (c) posed a security or operational risk to the Services or other Users.

**16.2 Termination by MoodPrints.** MoodPrints may terminate your account for any reason upon thirty (30) days' email notice. We will provide a pro-rated refund of any prepaid, unused subscription fees unless termination is for cause under § 16.1.

**16.3 Termination by You.** You may close your account at any time by using the in-app "Delete Account" option in your Profile Tab or contacting [support@moodprints.app](mailto:support@moodprints.app). Termination is effective at the end of the then-current billing period; fees already paid are non-refundable unless required by law.

**16.4 Effect of Termination.** Upon termination (by either party):

- (a) your right to use the Services ceases;
- (b) non-PHI User Content may be permanently deleted after thirty (30) days;
- (c) handling of PHI is governed by the CTTC, PSA, and NOPP; and
- (d) Sections that by their nature should survive – Intellectual Property, Disclaimers, Limitation of Liability, Indemnification, Governing Law, and Dispute Resolution – will remain in force.

## 17. MODIFICATIONS TO THESE TERMS

**17.1 Right to Update.** MoodPrints may revise or replace these Terms at any time. We will post the revised Terms at [moodprints.app/legal](https://moodprints.app/legal) and, for material changes, send registered Users an email or in-app alert at least thirty (30) days before the new Terms take effect.

**17.2 Continued Use As Acceptance.** If you continue to access or use the Services after the Effective Date of updated Terms, you will be deemed to have accepted the changes. If you do not agree to the new Terms, you must cease all use of the Services before the Effective Date.

**17.3 Archival Copies.** MoodPrints will keep prior versions of these Terms in an online archive at [www.moodprints.app/archives](https://www.moodprints.app/archives) for reference.

**17.4 Severability of Amendments.** Any amendment that a court later deems unlawful or unenforceable will be severed from the updated Terms; the remaining provisions will continue in full force.

## 18. GOVERNING LAW & DISPUTE RESOLUTION

**18.1 Governing Law.** These Terms and any dispute arising out of or relating to them are governed by the laws of the State of Oregon, USA, without regard to its conflict-of-laws rules.

**18.2 Exclusive Venue.** You and MoodPrints agree to the exclusive jurisdiction of the state courts located in Washington County, Oregon, and the U.S. District Court for the District of Oregon for all suits or proceedings that are not subject to arbitration under § 18.4. Each party waives any objection to venue in those courts.

**18.3 Good-Faith Negotiation.** Before initiating litigation or arbitration, the complaining party must send the other party written notice of the dispute. Senior representatives will confer in good faith for at least thirty (30) days to seek an informal resolution.

**18.4 Optional Binding Arbitration.** Either party may elect, by written notice after the § 15.3 negotiation period, to submit any claim (except claims for injunctive or other equitable relief) to binding arbitration administered by the American Arbitration Association under its Commercial Arbitration Rules.

- I. The arbitration will be conducted in Portland, Oregon.
- II. The proceedings and award will be confidential except as necessary to enforce the award.
- III. The arbitrator's decision will be final and may be entered in any court of competent jurisdiction.

**18.5 Class-Action and Jury-Trial Waivers.** YOU AND MOODPRINTS AGREE TO RESOLVE DISPUTES ONLY ON AN INDIVIDUAL BASIS. EACH PARTY WAIVES ANY RIGHT TO PARTICIPATE IN A CLASS ACTION OR CLASS-WIDE ARBITRATION AND WAIVES THE RIGHT TO A JURY TRIAL.

**18.6 Attorneys' Fees.** The prevailing party in any action or arbitration to enforce these Terms is entitled to recover its reasonable attorneys' fees and costs.

## **19. BENEFIT-COMPANY STATEMENT**

**19.1 Public-Benefit Purpose.** MoodPrints LLC is organized as an Oregon benefit company under ORS 60.750–60.770. In addition to pursuing lawful profit, we are committed to generating a positive impact on mental-health outcomes and data-privacy standards for our stakeholders – Clients, Clinicians, employees, and the communities we serve.

**19.2 Decision-Making Standard.** When making business decisions, MoodPrints' managers may consider the effects of any action on: (a) our stakeholders' well-being, (b) public benefit identified above, and (c) the long-term interests of the company, without prioritizing shareholder value over these other considerations.

**19.3 Annual Benefit Report.** Each calendar year we will publish a public-benefit report summarizing our social-impact goals, metrics, and progress. The report will be posted at [www.moodprints.app/benefit-report](http://www.moodprints.app/benefit-report) before the close of the fiscal year.

**19.4 No Third-Party Right of Action.** Nothing in this Section creates a private right of action against MoodPrints by any stakeholder or other party for failure to pursue or achieve public-benefit objectives.

## 20. MISCELLANEOUS

**20.1 Force Majeure.** Neither party is liable for delay or failure to perform caused by events beyond its reasonable control, including natural disasters, Internet-service failures, acts of war, terrorism, riots, labor disputes, or government actions.

**20.2 Entire Agreement & Precedence.** These Terms, together with the documents expressly incorporated by reference (CTTC, PSA, BAA, NOPP, Privacy Policy), constitute the entire agreement between you and MoodPrints regarding general use of the Services and supersede all prior online-usage terms. If a conflict arises, precedence is set in § 1.3.

**20.3 Assignment.** You may not assign or transfer these Terms or any rights herein without MoodPrints' prior written consent. MoodPrints may assign its rights and obligations to an affiliate or successor in interest.

**20.4 Severability.** If any provision of these Terms is held unenforceable, the remaining provisions will remain in full force and will be construed to effect the parties' intent as closely as possible.

**20.5 Waiver.** Failure to enforce any provision will not constitute a present or future waiver of that provision or any other.

**20.6 Headings.** Section headings are for convenience only and have no legal effect.

**20.7 Electronic Signatures and Records.** By applying your electronic mark on the MoodPrints Unified Signature Page, clicking an "I Agree" (or similar) button, or by continuing to access the Services after presentation of these Terms, you consent to transact electronically and adopt an electronic signature for all purposes under the federal E-SIGN Act (15 U.S.C. § 7001 et seq.) and applicable state law. As evidence of acceptance, MoodPrints will retain: (a) a SHA-256 hash of the version of these Terms displayed at the time of assent, (b) a hash of your signature mark or click-action, and (c) the associated timestamp, user ID, and IP address.

### 20.8 Contact Information.

- (a) Operational or billing notices: [support@moodprints.app](mailto:support@moodprints.app),
- (b) Notices involving PHI or other Confidential Information: [privacy@moodprints.app](mailto:privacy@moodprints.app),
- (c) Copyright or intellectual property-related notices: [dmca@moodprints.app](mailto:dmca@moodprints.app) ,
- (d) Employment-related notices: [ethics@moodprints.app](mailto:ethics@moodprints.app),
- (e) Other legal notices: [legal@moodprints.app](mailto:legal@moodprints.app),
- (f) Physical address: 8775 NE Wilkins St, Apt 312, Hillsboro, OR 97006

## EXHIBITS AND LINKED DOCUMENTS (Incorporated By Reference)

- **Exhibit A. Privacy Policy**
- **Exhibit A. Business-Associate Agreement**
- **Exhibit B. Platform Services Agreement**
- **Exhibit C. Client Terms and Telehealth Consent**
- **Exhibit D. Notice of Privacy Practices**