

HYGGE AIM, INC.
TERMS OF SERVICE

LAST UPDATED:[2020]

Please read these Terms of Service carefully as they contain important information about your legal rights, remedies and obligations. By accessing or using the miHygge Platform, you agree to comply with and be bound by these Terms of Service.

Please note: Section 19 of these Terms of Service contains an arbitration clause and class action waiver that applies to all miHygge Members. If you reside in the United States, this provision applies to all disputes with miHygge. If you reside outside of the United States, this provision applies to any action you bring against MiHygge in the United States. It affects how disputes with miHygge are resolved. By accepting these Terms of Service, you agree to be bound by this arbitration clause and class action waiver. Please read it carefully.

These Terms of Service (“**Terms**”) constitute a legally binding agreement (“**Agreement**”) between you and miHygge (as defined below) governing your access to and use of the miHygge website, including any subdomains thereof, and any other websites through which miHygge makes the miHygge Services available (collectively, “**Site**”), our mobile, tablet and other smart device applications, and application program interfaces (collectively, “**Application**”) and all associated services (collectively, “**miHygge Services**”). The Site, Application and miHygge Services together are hereinafter collectively referred to as the “**miHygge Platform**”.

Our Consumer Refund Policy, Nondiscrimination Policy and other Policies applicable to your use of the miHygge Platform are incorporated by reference into this Agreement.

When these Terms mention “**miHygge**,” “**we**,” “**us**,” or “**our**,” it refers to the company you are contracting with, which is HYGGE AIM, Inc., a Delaware corporation.

Our collection and use of personal information in connection with your access to and use of the miHygge Platform is described in our Privacy Policy.

Any and all payment processing services through or in connection with your use of the miHygge Platform (“**Payment Services**”) are provided to you by payment processor (“**Payment Processor**”) and are subject to their Connected Account Agreement, which includes their Terms of Service (collectively, the “**Services Agreement**”). By agreeing to these Terms or continuing to operate as a Member that uses the Payment Services on the

miHygge Platform, you agree to be bound by the payment processor Services Agreement, as the same may be modified by them from time to time. As a condition of the miHygge Platform enabling payment processing services through payment processor, you agree to provide the miHygge Platform accurate and complete information about you and your business, and you authorize the miHygge Platform to share it and transaction information related to your use of the payment processing services provided by them. By selecting them as a third party payment processor, miHygge does not endorse them. Providers alone are responsible for identifying, understanding, and complying with all laws, rules and regulations that apply to their Listings and Provider Services. Providers are solely responsible for identifying and obtaining any required licenses, permits, or registrations for any Provider Services they offer. Certain types of Provider Services may be prohibited altogether. Penalties may include fines or other enforcement. If you have questions about how local laws apply to your Listing(s) and Provider Service(s) on miHygge, you should always seek legal guidance.

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1. Scope of miHygge Services

1.1 The miHygge Platform is an online marketplace that enables registered users (“**Members**”) and certain third parties who offer services (Members and third parties who offer services are “**Providers**” and the services they offer are “**Provider Services**”) to publish such Provider Services on the miHygge Platform (“**Listings**”) and to communicate and transact directly with Members that are seeking to book such Provider Services (Members using Provider Services are “**Consumers**”). Provider Services may include the offering of the following services:

- “**Care Services**” generally consist of senior healthcare (or non-healthcare)services.
- “**Accommodations**” are senior housing and living arrangements which may be available to be rented, leased, shared by seniors. Accommodations generally include senior living facilities, assisted living spaces or other housing arrangements and may include specialized Care Services (such as hospice, non-hospice, respite, memory care, rehabilitation etc). References to
- “**Experiences**” include single or multi-day activities in various categories; and
- “**Events**”, such as access to unique events and locations.

1.2 As the provider of the miHygge Platform, miHygge does not own, create, sell, resell, provide, control, manage, offer, deliver, or supply any Listings or Provider Services. Providers alone are responsible for their Listings and Provider Services. When Members make or accept a booking, they are entering into a contract directly with each other. miHygge is not and does not become a party to or other participant in any contractual relationship between Members, nor is miHygge a health care broker or insurer. miHygge is not acting as an agent in any capacity for any Member.

1.3 MIHYGGE DOES NOT, AND THE SERVICES ARE NOT INTENDED TO

PROVIDE HEALTHCARE, OR FINANCIAL OR REAL ESTATE ADVICE. miHygge does not: (a) act as a real estate agent for you or any other user; (b) represent you or another user in the purchase, sale, or exchange of real property, including any negotiation thereof; or (c) lease or rent, offer to lease or rent, or negotiate the lease of real property or otherwise aid or assist in the lease of real property. miHygge assumes no responsibility for any result or consequence related directly or indirectly to any action or inaction that Consumers take based on the Services or any other information available through or in connection with the Services.

1.4 While we may help facilitate the resolution of disputes, miHygge has no control over and does not guarantee (i) the existence, quality, safety, suitability, or legality of any Listings or Provider Services, (ii) the truth or accuracy of any Listing descriptions, Ratings, Reviews, or other Member Content (as defined below), or (iii) the performance or conduct of any Member or third party. miHygge does not endorse any Member, Listing or Provider Services. Any references to a Member being “verified” (or similar language) only indicate that the Member has completed a relevant verification or identification process and nothing else. Any such description is not an endorsement, certification or guarantee by miHygge about any Member, including of the Member’s identity or background or whether the Member is trustworthy, safe or suitable. You should always exercise due diligence and care when deciding whether to use a Care Service, stay in an Accommodation, participate in an Experience or Event or use other Provider Services, accept a booking request from a Consumer, or communicate and interact with other Members, whether online or in person. Images of Accommodations are intended only to indicate a photographic representation of a Listing at the time the photograph was taken, and are therefore not an endorsement by miHygge of any Provider or Listing.

1.5 If you choose to use the miHygge Platform as a Provider, your relationship with miHygge is limited to being an independent, third-party contractor, and not an employee, agent, joint venturer or partner of miHygge for any reason, and you act exclusively on your own behalf and for your own benefit, and not on behalf, or for the benefit, of miHygge.

1.6 The miHygge Platform may contain links to third-party websites or resources (“**Third-Party Services**”). Such Third-Party Services may be subject to different terms and conditions and privacy practices. miHygge is not responsible or liable for the availability or accuracy of such Third-Party Services, or the content, products, or services available from such Third-Party Services. Links to such Third-Party Services are not an endorsement by miHygge of such Third- Party Services.

1.7 Due to the nature of the Internet, miHygge cannot guarantee the continuous and uninterrupted availability and accessibility of the miHygge Platform. miHygge may

restrict the availability of the miHygge Platform or certain areas or features thereof, if this is necessary in view of capacity limits, the security or integrity of our servers, or to carry out maintenance measures that ensure the proper or improved functioning of the miHygge Platform. miHygge may improve, enhance and modify the miHygge Platform and introduce new miHygge Services from time to time.

1.8 You acknowledge that although some Member Content may be provided by healthcare professionals, the provision of such Member/Content does not create a medical professional/ patient relationship, and does not constitute an opinion, medical advice, or diagnosis or treatment, but is provided to assist you in choosing a care provider, doctor, or other healthcare specialist, professional, provider, or organization (collectively, "Service Provider").

1.9 WHILE WE MAKE REASONABLE EFFORTS TO PROVIDE YOU WITH ACCURATE CONTENT, WE MAKE NO GUARANTEES, REPRESENTATIONS OR WARRANTIES, WHETHER EXPRESSED OR IMPLIED, WITH RESPECT TO PROFESSIONAL QUALIFICATIONS, EXPERTISE, QUALITY OF WORK, PRICE OR COST INFORMATION, INSURANCE COVERAGE OR BENEFIT INFORMATION, OR ANY OTHER CONTENT AVAILABLE THROUGH THE PROVIDER SERVICES. IN NO EVENT SHALL WE BE LIABLE TO YOU OR ANYONE ELSE FOR ANY DECISION MADE OR ACTION TAKEN BY YOU IN RELIANCE ON ANY SUCH CONTENT. FURTHERMORE, WE DO NOT IN ANY WAY ENDORSE OR RECOMMEND ANY INDIVIDUAL OR ENTITY LISTED OR ACCESSIBLE THROUGH THE PROVIDER SERVICES.

2. Eligibility, Using the miHygge Platform, Member Verification

2.1 You must be at least 18 years old and able to enter into legally binding contracts to access and use the miHygge Platform or register a miHygge Account. By accessing or using the miHygge Platform you represent and warrant that you are 18 or older and have the legal capacity and authority to enter into a contract . 2.2 You will comply with

any applicable export control laws in your local jurisdiction. You also represent and warrant that (i) neither you nor your Provider Service(s) are located or take place in a country that is subject to a U.S. Government embargo, or that has been designated by the U.S. Government as a "terrorist supporting" country, and (ii) you are not listed on any U.S. Government list of prohibited or restricted parties.

2.3 miHygge may make the access to and use of the miHygge Platform, or certain areas or features of the miHygge Platform, subject to certain conditions or requirements, such as completing a verification process, meeting specific quality or

eligibility criteria, meeting Ratings or Reviews thresholds, or booking and cancellation history.

2.4 User verification on the Internet is difficult and we do not assume any responsibility for the confirmation of any Member's identity. Notwithstanding the above, for transparency and fraud prevention purposes, and as permitted by applicable laws, we may, but have no obligation to (i) ask Members to provide a form of government identification or other information or undertake additional checks designed to help verify the identities or backgrounds of Members, (ii) screen Members against third party databases or other sources and request reports from Providers, and (iii) where we have sufficient information to identify a Member, obtain reports from public records of criminal convictions or sex offender registrations or an equivalent version of background or registered sex offender checks in your local jurisdiction (if available).

2.5 The access to or use of certain areas and features of the miHygge Platform may be subject to separate policies, standards or guidelines, or may require that you accept additional terms and conditions. If there is a conflict between these Terms and terms and conditions applicable to a specific area or feature of the miHygge Platform, the latter terms and conditions will take precedence with respect to your access to or use of that area or feature, unless specified otherwise.

2.6 Some areas of the miHygge Platform implement Google Maps/Earth mapping services, including Google Maps API(s). Your use of Google Maps/Earth is subject to the Google Maps/ Google Earth Additional Terms of Service.

3. Modification of these Terms

miHygge reserves the right to modify these Terms at any time in accordance with this provision. If we make changes to these Terms, we will post the revised Terms on the miHygge Platform and update the "Last Updated" date at the top of these Terms. We will also provide you with notice of the modifications by email at least thirty (30) days before the date they become effective. If you disagree with the revised Terms, you may terminate this Agreement with immediate effect. We will inform you about your right to terminate the Agreement in the notification email. If you do not terminate your Agreement before the date the revised Terms become effective, your continued access to or use of the miHygge Platform will constitute acceptance of the revised Terms.

4. Account Registration

4.1 You must register an account (“**miHygge Account**”) to access and use certain features of the miHygge Platform, such as publishing or booking a Listing. If you are registering a miHygge Account for a company or other legal entity, you represent and warrant that you have the authority to legally bind that entity and grant us all permissions and licenses provided in these Terms.

4.2 You can register a miHygge Account using an email address, creating a password (“**Credentials**”), and providing certain basic information about yourself, which you authorize miHygge to use and disclose as described in our Privacy Policy.

4.3 Protecting Consumer privacy and keeping your information secure is our priority. This section will help you understand what information we ask for and why.

4.4 To create a miHygge Account, you must provide a few pieces of basic information about yourself. When you making a booking through the miHygge Platform, we pass along this information to your Service Provider on your behalf. If you wish to benefit from other Provider Services we refer you to, you can choose to share additional information with miHygge.

4.5 Our Privacy Policy details how we may use, share, and maintain the information that you voluntarily share with miHygge, which may include, without limitation, your name, address, social security number and contact information, insurance information, medical history and current medical needs, billing information, and other information (collectively, “**Personal Information**”).

4.6 By submitting such information, you authorize miHygge, its employees, its agents and others operating on its behalf to use and/or disclose such information in accordance with our Privacy Policy. Please review the Privacy Policy carefully, as your use of the miHygge Services constitutes your agreement to it.

4.7 You must provide accurate, current and complete information during the registration process and keep your miHygge Account and public miHygge Account profile page information up-to- date at all times.

4.8 You may not register more than one (1) miHygge Account unless miHygge authorizes you to do so. You may not assign or otherwise transfer your miHygge Account to another party.

4.9 You are responsible for maintaining the confidentiality and security of your miHygge Account Credentials and may not disclose your Credentials to any third party. You must immediately notify miHygge if you know or have any reason to suspect that your Credentials have been lost, stolen, misappropriated, or otherwise compromised or in case of any actual or suspected unauthorized use of your miHygge Account. You are liable for any and all activities conducted through your miHygge Account, unless such activities are not authorized by you and you are not otherwise negligent (such as failing to report the unauthorized use or loss of your Credentials).

5. Content

5.1 miHygge may, at its sole discretion, enable Members to (i) create, upload, post, send, receive and store content, such as text, photos, data, graphics, suggestions, guidance, audio, video, or other materials and information on or through the miHygge Platform or otherwise found through the miHygge Platform, including, without limitation, Collective Content provided in direct response to your questions or postings. (“**Member Content**”); and (ii) access and view Member Content and any content that miHygge itself makes available on or through the miHygge Platform, including proprietary miHygge content and any content licensed or authorized for use by or through miHygge from a third party (“**miHygge Content**” and together with Member Content, “**Collective Content**”).

5.2 The miHygge Platform, miHygge Content, and Member Content may in its entirety or in part be protected by copyright, trademark, and/or other laws of the United States and other countries. You acknowledge and agree that the miHygge Platform and miHygge Content, including all associated intellectual property rights, are the exclusive property of miHygge and/or its licensors or authorizing third-parties. You will not remove, alter or obscure any copyright, trademark, service mark or other proprietary rights notices incorporated in or accompanying the miHygge Platform, miHygge Content or Member Content. All trademarks, service marks, logos, trade names, and any other source identifiers of miHygge used on or in connection with the miHygge Platform and miHygge Content are trademarks or registered trademarks of miHygge in the United States and abroad. Trademarks, service marks, logos, trade names and any other proprietary designations of third parties used on or in connection with the miHygge Platform, miHygge Content, and/or Collective Content are used for identification purposes only and may be the property of their respective owners.

5.3 You will not use, copy, adapt, modify, prepare derivative works of, distribute,

license, sell, transfer, publicly display, publicly perform, transmit, broadcast or otherwise exploit the miHygge Platform or Collective Content, except to the extent you are the legal owner of certain Member Content or as expressly permitted in these Terms. No licenses or rights are granted to you by implication or otherwise under any intellectual property rights owned or controlled by miHygge or its licensors, except for the licenses and rights expressly granted in these Terms.

5.4 Subject to your compliance with these Terms, miHygge grants you a limited, non-exclusive, non-sub-licensable, revocable, non-transferable license to access and view any Collective Content made available on or through the miHygge Platform and accessible to you, solely for your personal and non-commercial use. If you are a real estate or mortgage professional acting in your professional capacity, you may additionally use the Services to provide information, to the extent permitted by applicable law, to your clients and to take actions on behalf of your clients ("Pro Use"). If you use the Services for a Pro Use, you represent and warrant that you have obtained all required authorizations and consents from your client. Except as expressly stated herein, these Terms of Use do not provide you with a license to use, reproduce, distribute, display or provide access to any portion of the Services on third-party web sites or otherwise. The Services may include software for use in connection with the Services. The Services may not be used for transactions in commercial real estate, which includes, without limitation, commercially zoned properties and vacation rentals.

5.5 By creating, uploading, posting, sending, receiving, storing, or otherwise making available any Member Content on or through the miHygge Platform, you grant to miHygge a non-exclusive, worldwide, royalty-free, irrevocable, perpetual (or for the term of the protection), sub-licensable and transferable license to such Member Content to access, use, store, copy, modify, prepare derivative works of, distribute, publish, transmit, stream, broadcast, and otherwise exploit in any manner such Member Content to provide and/or promote the miHygge Platform, in any media or platform. Unless you provide specific consent, miHygge does not claim any ownership rights in any Member Content and nothing in these Terms will be deemed to restrict any rights that you may have to use or exploit your Member Content.

5.6 You are solely responsible for all Member Content that you make available on or through the miHygge Platform. Accordingly, you represent and warrant that: (i) you either are the sole and exclusive owner of all Member Content that you make available on or through the miHygge Platform or you have all rights, licenses, consents and releases that are necessary to grant to miHygge the rights in and to such Member Content, as contemplated under these Terms; and

(ii) neither the Member Content nor your posting, uploading, publication, submission or

transmittal of the Member Content or miHygge's use of the Member Content (or any portion thereof) will infringe, misappropriate or violate a third party's patent, copyright, trademark, trade secret, moral rights or other proprietary or intellectual property rights, or rights of publicity or privacy, or result in the violation of any applicable law or regulation.

5.7 You will not post, upload, publish, submit or transmit any Member Content that: (i) is fraudulent, false, misleading (directly or by omission or failure to update information) or deceptive; (ii) is defamatory, libelous, obscene, pornographic, vulgar or offensive; (iii) promotes discrimination, bigotry, racism, hatred, harassment or harm against any individual or group; (iv) is violent or threatening or promotes violence or actions that are threatening to any other person; (v) promotes illegal or harmful activities or substances; or (vi) violates miHygge's Content Policy or any other miHygge policy. miHygge may, without prior notice, remove or disable access to any Member Content that miHygge finds to be in violation of these Terms or miHygge's then-current Policies or Standards, or otherwise may be harmful or objectionable to miHygge, its Members, third parties, or property.

5.8 miHygge respects copyright law and expects its Members to do the same. If you believe that any content on the miHygge Platform infringes copyrights you own, please notify us in accordance with our Copyright Policy.

5.9 The Collective Content that you obtain or receive from the miHygge Platform, its employees, contractors, partners, sponsors, advertisers, licensors or otherwise through the Listings or Provider Services, is for informational, scheduling and payment purposes only.

5.10 WHILE MIHYGGE HOPES THE CONTENT IS USEFUL IN YOUR CARE AND WELLBEING, IT IS NOT INTENDED AS A SUBSTITUTE FOR, NOR DOES IT REPLACE, PROFESSIONAL MEDICAL ADVICE, DIAGNOSIS, OR TREATMENT. DO NOT DISREGARD, AVOID OR DELAY OBTAINING MEDICAL ADVICE FROM A QUALIFIED HEALTHCARE PROVIDER, UNDER ANY CIRCUMSTANCE. DO NOT USE THE SERVICES FOR EMERGENCY MEDICAL NEEDS. IF YOU EXPERIENCE A MEDICAL EMERGENCY, IMMEDIATELY CALL A HEALTHCARE PROFESSIONAL AND 911. YOUR USE OF THE CONTENT IS SOLELY AT YOUR OWN RISK. NOTHING STATED OR POSTED ON THE SITE OR AVAILABLE THROUGH ANY SERVICES IS INTENDED TO BE, AND MUST NOT BE TAKEN TO BE, THE PRACTICE OF MEDICINE, DENTISTRY, NURSING, OR OTHER PROFESSIONAL HEALTHCARE ADVICE, OR THE PROVISION OF MEDICAL CARE.

5.11 miHygge does not recommend or endorse any Providers, Care Services, Accommodations, Real Estate Property, Experiences, Events, procedures, opinions,

or other information that may appear through the Listings. If you rely on any Collective Content, you do so solely at your own risk. miHygge encourages you to independently confirm any Collective Content relevant to you with other sources, including the Service Provider's office, medical associations relevant to the applicable specialty, your state medical boards, and the appropriate licensing or certification authorities to verify listed credentials and education.

5.12 DOCTORS, CARE PROVIDERS, NURSES, AND OTHER MEDICAL PROFESSIONALS USE THE SERVICES TO SHARE MEMBER CONTENT WITH YOU, BUT YOUR USE OF THIS MEMBER CONTENT OR COLLECTIVE CONTENT IS NOT A

SUBSTITUTE FOR HEALTHCARE. NO LICENSED MEDICAL PROFESSIONAL/PATIENT RELATIONSHIP IS CREATED WHEN YOU USE THE SERVICES OR CONTENT. THIS IS TRUE WHETHER SUCH CONTENT IS PROVIDED BY OR THROUGH THE USE OF THE SERVICES OR THROUGH ANY OTHER COMMUNICATIONS FROM MIHYGGE INCLUDING, WITHOUT LIMITATION, MIHYGGE EMAILS OR TEXT MESSAGES, LINKS TO OTHER SITES, OR ANY ASSISTANCE MIHYGGE MAY PROVIDE TO HELP YOU FIND AN APPROPRIATE CARE PROVIDER IN ANY FIELD.

5.13 miHygge encourages Providers to use the miHygge Platform responsibly, but miHygge has no control over, and cannot guarantee the availability of, any Service Provider at any particular time. miHygge will not be liable for cancelled or otherwise unfulfilled appointments, or any injury resulting therefrom, or for any other injury resulting or arising from, or related to, the use of the miHygge Platform, your use of Care Services, your participation in Experiences or Events, or use of other Provider Services whatsoever. miHygge reserves the right in its sole discretion to permit or refuse Provider advertisements on the miHygge Platform. miHygge will not provide any preference listing to any Provider on the miHygge Platform.

6. Financial Terms

6.1 **Service Fees.** miHygge may charge fees to Providers ("**Provider Fees**") and/or Consumers ("**Consumer Fees**") (collectively, "**Service Fees**") in consideration for the use of the miHygge Platform. More information about when Service Fees apply and how they are calculated can be found on our webpage. All prices are in U.S. dollars, fixed, non-negotiable, and non-discountable. Payment Processor will collect the Total Fees from a Consumer at the time the Consumer's booking request is accepted by the Provider, or at any other time mutually agreed between the Consumer and miHygge. You authorize miHygge or Payment Processor to charge all fees as described in these

Terms for the Services you select to that payment method. If you pay any fees with a credit card, miHygge may seek pre-authorization of your credit card account before your purchase to verify that the credit card is valid and has the necessary funds or credit available to cover your purchase. Any applicable Service Fees (including any applicable Taxes) will be displayed to a Provider or Consumer prior to publishing or booking a Listing. miHygge reserves the right to change the Service Fees at any time, and we will provide Members adequate notice of any fee changes before they become effective. You are responsible for paying any Service Fees that you owe to miHygge. The applicable Service Fees are due and payable and collected by miHygge pursuant to these Terms. Except as otherwise provided on the miHygge Platform, Service Fees are non-refundable.

6.2 Financial Terms for Providers.

6.2.1 Key Financial Term Definitions. “**Payout**” means a payment initiated by Payment Processor to a Member for services performed in connection with the miHygge Platform. “**Payment Method**” means a financial instrument that you have added to your miHygge Account, such as a credit card, “**Payout Method**” means a direct deposit account (or other financial instrument if applicable) that has been connected with the miHygge Platform or that miHygge has otherwise approved.

6.2.2 Payouts. In order to receive a Payout you must have a valid Payout Method established with miHygge and/or Payment Processor (“**Connected Account**”). Your Payout for a booking will be the Listing Fee less applicable Provider Fees and Taxes. In the event of a Consumer’s cancellation of a confirmed booking, Payment Processor will remit a Payout of any portion of the Total Fees due to you under the applicable cancellation policy.

6.3 Financial Terms for Consumers. 6.3.1 You authorize Payment Processor to charge your Payment Method the Total Fees for any booking requested in connection with your miHygge Account. Payment Processor will collect the Total Fees in the manner agreed between you and Payment Processor via the miHygge Platform. Payment Processor will generally collect the Total Fees after the Provider accepts your booking request.

6.3.2 If a requested booking is cancelled either because it is not accepted by the Provider or you cancel the booking request before it is accepted by the Provider, any amounts collected by Payment Processor will be refunded to you, and any pre-authorization of your Payment Method will be released (if applicable).

6.4 Subscriptions. Certain bookings may include features that allow for automatically

recurring payments for periodic charges (“**Subscription Service**”). If you decide to activate a Subscription Service, you authorize miHygge or Payment Processor to periodically charge, on a going- forward basis and until cancellation of either the recurring payments or your account, all accrued sums on or before the payment due date for the accrued sums. The subscription will continue unless and until you cancel your subscription, or we terminate it. You must cancel your subscription before it renews in order to avoid billing of the next periodic subscription fee to your account. We will bill the periodic subscription fee to the payment method you provide to us during registration (or to a different payment method if you change your payment information). miHygge may change the subscription fee for any subsequent subscription period but will provide you advance notice of any increase before it applies.

6.5 *Payment Authorizations.* You authorize Payment Processor to collect from you amounts due pursuant to these Terms. Specifically, you authorize Payment Processor to collect from you:

- Any amount due to miHygge (e.g., as a result of your bookings, Booking Modifications, cancellations, or other actions as a Consumer, Provider or Member of the miHygge Platform), including reimbursement for costs prepaid by miHygge on your behalf, by charging any Payment Method on file in your miHygge Account (unless you have previously removed the authorization to charge such Payment Method(s)) or by withholding such amounts from your future Payouts. Any funds collected by Payment Processor will set off the amount owed by you to miHygge and extinguish your obligation to miHygge.
- Taxes, where applicable and as set out in these Terms.
- Overstay Fees payable under the miHygge Terms. In addition, miHygge or Payment

Processor may recover any costs and expenses it incurs in collecting the Overstay Fees by charging any Payment Method(s) you have on file in your miHygge Account (unless you have previously removed the authorization to charge such Payment Method(s)).

- Any Service Fees or cancellation fees imposed pursuant to the miHygge Terms (e.g., if, as a Provider, you cancel a confirmed booking). Payment Processor will be entitled to recover the amount of any such fees from you, including by subtracting such refund amount out from any future Payouts due to you.

- Fees improperly paid to you as a Provider. If, as a Provider, your Consumer cancels a confirmed booking or miHygge decides that it is necessary to cancel a confirmed booking, and miHygge issues a refund to the Consumer in accordance with these Terms, the Consumer Refund Policy, or other applicable cancellation policy, you agree that in the event you have already been paid, Payment Processor will be entitled to recover the amount of any such refund from you, including by subtracting such refund amount out from any future Payouts due to you.
- Fees, costs and/or expenses associated with a Damage Claim, including any Security Deposit. If Payment Processor is unable to collect from your Payment Method used to make the booking, you agree that Payment Processor may charge any other Payment Method on file in your miHygge Account at the time of the Damage Claim (unless you have previously removed the authorization to charge such Payment Method(s)).
- In addition to any amount due as outlined above, if there are delinquent amounts or chargebacks associated with your Payment Method, you may be charged fees that are incidental to our collection of these delinquent amounts and chargebacks. Such fees or charges may include collection fees, convenience fees or other third-party charges.

7. Terms specific for Providers

7.1 Terms applicable to all Listings

7.1.1 When creating a Listing through the miHygge Platform you must (i) provide complete and accurate information about your Provider Service (such as Listing description, location, and calendar availability) as agree to by miHygge, (ii) disclose any deficiencies, restrictions (such as house rules) and requirements that apply (such as any minimum age, proficiency or fitness requirements for an Experience or Event) and (iii) provide any other pertinent information requested by miHygge. You are responsible for keeping your Listing information (including calendar availability) up-to-date at all times.

7.1.2 You are solely responsible for setting a price (including any Taxes if applicable) for your Listing ("**Listing Fee**"). Once a Consumer requests a booking of your Listing, you may not request that the Consumer pays a higher price than in the booking request.

7.1.3 Any terms and conditions included in your Listing, in particular in relation to

cancellations, must not conflict with these Terms or the cancellation policy you have selected for your Listing.

7.1.4 Pictures, animations or videos (collectively, “**Images**”) used in your Listings must accurately reflect the quality and condition of your Provider Services.

miHygge reserves the

right to require that Listings have a minimum number of Images of a certain format, size and resolution. Provide by delivering the Images to miHygge approves the upload of these to the miHygge Platform.

7.1.5 The placement and ranking of Listings in search results on the miHygge Platform may vary and depend on a variety of factors, such as Consumer search parameters and preferences, Provider requirements, price and calendar availability, number and quality of Images, Consumer service and cancellation history, Reviews and Ratings, type of Provider Service, and/or ease of booking.

7.1.6 When you accept or have pre-approved a booking request by a Consumer, you are entering into a legally binding agreement with the Consumer and are required to provide your Provider Service(s) to the Consumer as described in your Listing when the booking request is made. You also agree to pay the applicable Provider Fee and any applicable Taxes.

7.1.7 miHygge recommends that Providers obtain appropriate insurance for their Provider Services. Please review any respective insurance policy carefully, and in particular make sure that you are familiar with and understand any exclusions to, and any deductibles that may apply for, such insurance policy, including, but not limited to, whether or not your insurance policy will cover the actions or inactions of Consumers (and the individuals the Consumer has booked for, if applicable) while using your Care Service, staying at your Accommodation, or participating in your Experience, Event or other Provider Service.

7.1.8 As a condition to using the miHygge Platform, you are required and hereby agree (i) to use the miHygge Platform exclusively to post Listings for Care Services and Accommodations and otherwise book and manage your Provider Services; and (ii) not to post any Listings for Care Services or Accommodations on any other online marketplace, platform, website or similar service or otherwise manage bookings or your Provider Services using any other online marketplace, platform, website or similar service other than the miHygge Platform.

7.2 Listing

Accommodations

7.2.1 You may only list one Accommodation per Listing.

7.2.2 You represent and warrant that any Listing you post and the booking of, or a Consumer's stay at, an Accommodation will (i) be the exclusive means to publish and manage listings and booking for your Accommodation; (ii) not breach any agreements you have entered into with any third parties, such as homeowners association, condominium, or other agreements, and (iii) comply with all applicable laws (such as zoning laws), Tax requirements, and other rules and regulations (including having all required permits, licenses and registrations). As a Provider, you are responsible for your own acts and omissions and are also responsible for the acts and omissions of any individuals who reside at or are otherwise present at the Accommodation at your request or invitation, excluding the Consumer (and the individuals the Consumer invites to the Accommodation, if applicable).

7.3 Listing Experiences, Events and other Provider Services

7.3.1 To list a Care Service, an Experience, Event or other Provider Service, you must create a Listing and submit the Care Service, Experience, Event or Provider Service to miHygge. To be considered for publishing on the miHygge Platform, Care Services, Experiences, Events or other Provider Services must at all times meet Consumer demand. miHygge reserves the right to decide, in its sole discretion, if a submitted Experience, Event or other Provider Service will be published on the miHygge Platform.

7.3.2 When listing an Experience, Event or other Provider Service you must, where applicable, fully educate and inform Consumers about (i) any risks inherent to the Experience, Event or other Provider Service, (ii) any requirements for participation, such as the minimum age, related skills, level of fitness or other requirements, and (iii) anything else they may need to know to safely participate in the Experience, Event or other Provider Service (including dress codes, equipment, special certifications or licenses, etc.).

7.3.3 You represent and warrant that you (i) understand and comply with all laws, rules and regulations that may apply to your Experience, Event or other Provider Service(s), (ii) will use the myHigge Platform on an exclusive basis to publish and manage listings and booking for your Experience, Event or other Provider Service(s); (iii) will obtain any

required licenses, permits, or registrations prior to providing your Experience, Event or other Provider Service(s), (iv) you will not use the miHygge Services to view, access or otherwise use, directly or indirectly, price, availability, or other Collective Content for any purpose other than your own personal use as a Consumer or prospective Consumer, (v) You will not use the miHygge Services to establish, attempt to establish, or enforce, directly or indirectly, any agreement or coordination of the prices charged for any product or service; the kinds, frequencies or amounts of any product or service offered; or the customer or customer categories for any product or service, or otherwise engage or attempt to engage in price fixing, output restriction, or customer or market allocation, (vi) You will not use the miHygge Services, directly or indirectly, to engage in any anti-competitive, deceptive or unfair practices, or otherwise violate applicable antitrust, competition or Consumer protection laws, or regulations.

7.3.4 You must provide a Care Service, Experience, Event or other Provider Service in person and may not allow any third party to provide the Care Service, Experience, Event or other Provider Service on your behalf, unless authorized by miHygge.

8. Terms specific for Consumers

8.1 Consumer expense responsibilities generally

Consumers are responsible for all Provider Service expenses. Usual, customary and any other charges for any medical or related services rendered by Providers will apply and will be entirely your responsibility. You are responsible for ensuring that all information that you provide to miHygge is accurate and up-to-date, including your insurance information. miHygge Provider

Services may not be available through miHygge or your Provider depending upon a number of factors, including your insurance participation. Ultimately, you must resolve any dispute between you or any Provider arising from any transaction for a Provider Service hereunder directly with the Provider.

8.2 Terms applicable to all bookings

8.2.1 Subject to meeting any requirements (such as completing any verification processes) set by the Provider, you can book a Listing available on the miHygge Platform by following the respective booking process. All applicable fees, including the Listing Fee, Consumer Fee and any applicable Taxes (collectively, “**Total Fees**”) will be presented to you prior to booking a Listing. You agree to pay the Total Fees for any booking requested in connection with your miHygge Account.

8.2.2 Upon receipt of a booking confirmation from miHygge, a legally binding agreement is formed between you and your Provider, subject to any additional terms and conditions of the Provider that apply, including in particular the applicable cancellation policy and any rules and restrictions specified in the Listing. Payment Processor will collect the Total fees at the time of the booking request or upon the Provider's confirmation.

8.2.3 If you book a Provider Service on behalf of additional Consumers, you are required to ensure that every additional Consumer meets any requirements set by the Provider, and is made aware of and agrees to these Terms and any terms and conditions, rules and restrictions set by the Provider. If you are booking for an additional Consumer who is a minor, you represent and warrant that you are legally authorized to act on behalf of the minor. Minors may only participate in an Experience, Event or other Provider Service if accompanied by an adult who is responsible for them.

8.2.4 In connection with using the miHygge Platform to locate and make bookings with Providers, you understand that:

8.2.5 YOU ARE RESPONSIBLE FOR CHOOSING YOUR OWN CARE PROVIDER, ACCOMMODATION, EXPERIENCE, EVENTS OR OTHER SERVICE PROVIDER.

8.2.6 miHygge makes reasonable efforts to ensure that Providers only participate in the miHygge Platform if they hold all active licenses required by law to practice the specialties of the Provider Services offered by them, and are not excluded from participation in the Medicare and Medicaid programs. miHygge may exclude Providers who, in miHygge's discretion, have engaged in inappropriate or unprofessional conduct.

8.2.7 miHygge Providers listed through the miHygge Services enter into contracts with us, and may pay us a fee in order to be marketed through or to use the miHygge Services. To help you find Providers who may be suitable for your needs, and enable the maximum choice and diversity of Providers participating in the miHygge Services, we will provide you with lists and/or profiles of Providers. These results are based on information that you provide to us, such as geographical location. They may also be based on other criteria (including, for example, Provider availability, past selections by and/or ratings of Providers by you or by other miHygge Consumers, and past experience of miHygge Consumers with Providers). Note that miHygge (a) does not recommend

or endorse any Providers, (b) does not make any representations or warranties with respect to these Providers or the quality of the care services, healthcare services or non-healthcare services they may provide, and (c) does not seek to receive any additional fees from Providers for featuring them (i.e., higher or better placement on lists) through the miHygge Services (except as provided for in relation to “Sponsored Results” as indicated below). Note, however, to the extent that you use the miHygge Services as provided by your employer, miHygge may provide lists and/or profile previews based also on criteria determined by your employer and your employer’s agents or advisors. miHygge reserves the right to seek information from a Provider from other sources in addition to the Provider in reviewing any Provider listing upon the miHygge Platform.

8.2.8 We may show you advertisements or sponsored results (“Sponsored Results”) on the Site, including above the search results. miHygge receives additional fees from Providers for providing Sponsored Results. Sponsored Results shown through the miHygge Services are not, and should not be considered, an endorsement or recommendation by miHygge of the Provider. miHygge does not guarantee it will sponsor any particular Provider, give the Provider a right to advertise or sponsor, or give them a particular preference in the ranking of Listings on the miHygge website.

8.3 Booking Care Services

8.3.1 You should carefully review the description of any Care Service you intend to book to ensure the Care Service is appropriate for you (and any additional Consumers you are booking for). You are required to inform the Provider of any medical or physical conditions, or other circumstances that may impact your and any additional Consumer’s the providence of the Care Service. In addition, certain laws may also apply. You are responsible for identifying, understanding, and complying with all laws, rules and regulations that apply to your use of Care Service.

8.3.2 Before and during an Experience, Event or other Provider Service you must at all times adhere to the Providers’ instructions.

8.4 Booking Accommodations

8.4.1 You understand that a confirmed booking of an Accommodation (“**Accommodation Booking**”) is a limited license granted to you by the Provider to enter, occupy and use the Accommodation for the duration of your stay, during which time the Provider (only where and to the extent permitted by applicable law) retains the

right to re-enter the Accommodation, in accordance with your agreement with the Provider.

8.4.2 You agree to leave the Accommodation no later than the checkout time that the Provider specifies in the Listing or such other time as mutually agreed upon between you and the Provider. If you stay past the agreed upon checkout time without the Provider's consent ("**Overstay**"), you no longer have a license to stay in the Accommodation and the Provider is entitled to make you leave in a manner consistent with applicable law. In addition, you agree to pay, if requested by the Provider, for each twenty-four (24) hour period (or any portion thereof) that you Overstay, an additional nightly fee of up to two (2) times the average nightly Listing Fee originally paid by you to cover the inconvenience suffered by the Provider, plus all applicable Consumer Fees, Taxes, and any legal expenses incurred by the Provider to make you leave (collectively,

"Overstay Fees"). Overstay Fees for late checkouts on the checkout date that do not impact upcoming bookings may be limited to the additional costs incurred by the Provider as a result of such Overstay. miHygge will collect Overstay Fees from you pursuant to the Payments Terms. A Security Deposit, if required by a Provider, may be applied to any Overstay Fees due for a Consumer's Overstay.

8.5 Booking Experiences, Events and other Provider Services

8.5.1 You should carefully review the description of any Experience, Event or other Provider Service you intend to book to ensure you (and any additional Consumers you are booking for) meet any minimum age, proficiency, fitness or other requirements which the Provider has specified in their Listing. You are required to inform the Provider of any medical or physical conditions, or other circumstances that may impact your and any additional Consumer's ability to safely participate in any Experience, Event or other Provider Service. In addition, certain laws may also apply. You are responsible for identifying, understanding, and complying with all laws, rules and regulations that apply to your participation in an Experience, Event or other Provider Service.

8.5.2 Before and during an Experience, Event or other Provider Service you must at all times adhere to the Providers' instructions.

8.5.3 You may not bring any additional individuals to an Experience, Event or other Provider Service unless such an individual was added by you as an additional Consumer during the booking process on the miHygge Platform.

9. Booking Modifications, Cancellations and Refunds

9.1 Providers and Consumers are responsible for any modifications to a booking that they make via the miHygge Platform or direct miHygge Consumer service to make (“**Booking Modifications**”), and agree to pay any additional Listing Fees, Provider Fees or Consumer Fees and/or Taxes associated with such Booking Modifications.

9.2 Consumers can cancel a confirmed booking within 72 hours or 3 business days (whichever is later) of making the reservation subject to miHygge’s cancellation policy, and miHygge will provide any refund to the Consumer in accordance with such cancellation policy. Any amounts due to the Provider under the applicable cancellation policy will be remitted to the Provider by miHygge.

9.3 If a Provider cancels a confirmed booking, the Consumer will receive a full refund of the Total Fees for such booking and miHygge may publish an automated review on the Listing cancelled by the Provider indicating that a booking was cancelled. In addition, miHygge may (i) keep the calendar for the Listing unavailable or blocked for the dates of the cancelled booking, and/or (ii) impose a cancellation fee, unless the Provider has a valid reason for cancelling the booking pursuant to miHygge’s Consumer Refund Policy or has legitimate concerns about the Consumer’s behavior.

9.4 For Experiences, Events and other Provider Services, if inclement weather creates an unsafe or uncomfortable scenario for Consumers, Providers may modify or cancel a Provider Service. If

there is a substantial change in the itinerary or the Provider Service needs to be cancelled, miHygge will work with the Provider to provide Consumers an alternative date for the Provider Service, an appropriate refund or a rebooking.

9.5 In certain circumstances, miHygge may decide, in its sole discretion, that it is necessary to cancel a confirmed booking and make appropriate refund and payout decisions. This may be for reasons set forth in miHygge’s Consumer Refund Policy or (i) where miHygge believes in good faith, while taking the legitimate interests of both parties into account, this is necessary to avoid significant harm to miHygge, other Members, third parties or property, or (ii) for any of the reasons set out in these Terms.

9.6 If a Consumer suffers a Cancellation Event pursuant to the Consumer Refund Policy, miHygge may determine, in its sole discretion, to refund the Consumer part or all of the Total Fees in accordance with the Consumer Refund Policy.

In case of a situation, where two consumers are trying to book the same bed at the same time, the first to arrive at the booking/payment page will be given priority and they have about a 10 minutes window to complete the booking. In case for some reason, the person is unable to complete the booking, the system will revert back the beds to it's original status. The Consumer then has to restart the process of booking all over again.

9.7 You agree to contact miHygge by using the "Contact Us" section of the miHygge Platform prior to sending or requesting money for refunds, additional Provider Services or Damage Claims related to bookings. You agree that miHygge or Payment Processor, pursuant to these terms, will handle and process any such payments.

10. Ratings and Reviews (TBL)

10.1 Consumers and Providers can leave a review ("**Review**") and or rating ("**Rating**") about each other by using the "Contact Us" section of the miHygge Platform. miHygge reserves the right to publicly display any Ratings and Reviews. Any Ratings and Reviews reflect the opinion of individual Members and do not reflect the opinion of miHygge. Ratings and Reviews are not verified by miHygge for accuracy and may be incorrect or misleading.

10.2 Ratings and Reviews by Consumers and Providers must be fair, truthful and factual and may not contain any offensive or defamatory language. Ratings and Reviews must comply with miHygge's Content Policy.

10.3 Members are prohibited from manipulating the Ratings and Reviews system in any manner, such as instructing a third party write a positive or negative Review about another Member.

11. Damage to Accommodations, Disputes between Members

11.1 As a Consumer, you are responsible for leaving the Accommodation (including any personal or other property located at the Accommodation) in the condition it was in when you arrived. You are responsible for your own acts and omissions and are also responsible for the acts and omissions of any individuals whom you invite to, or otherwise provide access to, the Accommodation, excluding the Provider (and the individuals the Provider invites to the Accommodation, if applicable).

11.2 If a Provider claims and provides evidence that you as a Consumer have damaged an Accommodation or any personal or other property at an

Accommodation (“**Damage Claim**”), the Provider can seek payment from you. If a Provider escalates a Damage Claim to miHygge, you will be given an opportunity to respond. If you as a Consumer (i) agree to pay the Provider

in connection with a Damage Claim, or (ii) miHygge determines in its sole discretion that you are responsible for damaging an Accommodation or any personal or other property located at an Accommodation pursuant to the miHygge Terms, you authorize Payment Processor to charge the Payment Method used to make the booking in order to collect any Security Deposit associated with the Listing, as well as any amount of the Damage Claim exceeding any Security Deposit. If the Listing does not have a Security Deposit, Payment Processor may charge the Payment Method used to make the booking for the amount of the Damage Claim. If we are unable to collect from your Payment Method used to make the booking, you agree that Payment Processor may charge any other Payment Method on file (and not otherwise unauthorized) in your miHygge Account at the time of the Damage Claim. miHygge also reserves the right to otherwise collect payment from you and pursue any remedies available to miHygge in this regard in situations in which you are responsible for a Damage Claim.

11.3 Members agree to cooperate with and assist miHygge in good faith, and to provide miHygge with such information and take such actions as may be reasonably requested by miHygge, in connection with any Damage Claims or other complaints or claims made by Members relating to Accommodations or any personal or other property located at an Accommodation (including, without limitation, payment requests made under the miHygge Provider Agreement or Experiences. A Member shall, upon miHygge’s reasonable request and at no cost to the Member, participate in mediation or a similar resolution process with another Member, which process will be conducted by miHygge or a third party selected by miHygge or its insurer, with respect to losses for which a Member is requesting payment from miHygge (including but not limited to payments under the miHygge Provider Agreement).

11.4 If you are a Consumer, you understand and agree that miHygge may make a claim under your homeowner’s, renter’s or other insurance policy related to any damage or loss that you may have caused, or been responsible for, to an Accommodation or any personal or other property located at an Accommodation (including without limitation amounts paid by miHygge under the miHygge Provider Agreement). You agree to cooperate with and assist miHygge in good faith, and to provide miHygge with such information as may be reasonably requested by miHygge, to make a claim under your homeowner’s, renter’s or other insurance policy, including, but not limited to, executing documents and taking such further acts as miHygge may reasonably request to assist miHygge in accomplishing the foregoing.

12. Rounding off, Currency conversion

12.1 miHygge may, in its sole discretion, round up or round down amounts that are payable from or to Consumers or Providers to the nearest whole functional base unit in which the currency is denominated (i.e. to the nearest dollar); for example, miHygge may round up an amount of \$101.50 to \$102.00, and round down an amount of \$101.49 to \$101.00.

13. Taxes

13.1 As a Provider you are solely responsible for determining your obligations to report, collect, remit or include in your Listing Fees any applicable good and services taxes or other indirect sales taxes, occupancy tax, or other visitor taxes or income taxes ("**Taxes**").

13.2 Tax regulations may require us to collect appropriate Tax information from Providers, or to withhold Taxes from payouts to Providers, or both. If a Provider fails to provide us with documentation that we determine to be sufficient to alleviate our obligation (if any) to withhold Taxes from payouts to you, we reserve the right to freeze all payouts, withhold such amounts as required by law, or to do both, until resolution.

13.3 You understand that any appropriate governmental agency, department and/or authority ("**Tax Authority**") where your Accommodation is located may require Taxes to be collected from Consumers or Providers on Listing Fees, and to be remitted to the respective Tax Authority. The laws in jurisdictions may vary, but these Taxes may be required to be collected and remitted as a percentage of the Listing Fees set by Providers, a set amount per day, or other variations, and are sometimes called "transient occupancy taxes," "hotel taxes," "lodging taxes," "city taxes," "room taxes" or "tourist taxes" ("**Occupancy Taxes**").

13.4 In certain jurisdictions, miHygge may decide in its sole discretion to facilitate collection and remittance of Occupancy Taxes from or on behalf of Consumers or Providers, in accordance these Terms ("**Collection and Remittance**") if such jurisdiction asserts miHygge or Providers have an Occupancy Tax collection and remittance obligation. In any jurisdiction in which we decide to facilitate direct Collection and Remittance, you hereby instruct and authorize miHygge (via Payment Processor) to collect Occupancy Taxes from Consumers on the Provider's behalf at the time Listing Fees are collected, and to remit such Occupancy Taxes to the Tax Authority.

The amount of Occupancy Taxes, if any, collected and remitted by miHygge will be visible to and separately stated to both Consumers and Providers on their respective transaction documents. Where miHygge is facilitating Collection and Remittance, Providers are not permitted to collect any Occupancy Taxes being collected by miHygge relating to their Accommodations in that jurisdiction.

13.5 You agree that any claim or cause of action relating to miHygge's facilitation of Collection and Remittance of Occupancy Taxes shall not extend to any supplier or vendor that may be used by miHygge in connection with facilitation of Collection and Remittance, if any. Consumers and Providers agree that we may seek additional amounts from you in the event that the Taxes collected and/or remitted are insufficient to fully discharge your obligations to the Tax Authority, and agree that your sole remedy for Occupancy Taxes collected is a refund of Occupancy Taxes collected by miHygge from the applicable Tax Authority in accordance with applicable procedures set by that Tax Authority.

13.6 miHygge reserves the right, with prior notice to Providers, to cease the Collection and Remittance in any jurisdiction for any reason at which point Providers and Consumers are once again solely responsible and liable for the collection and/or remittance of any and all Occupancy Taxes that may apply to Accommodations in that jurisdiction.

14. Prohibited Activities

14.1 You are solely responsible for compliance with any and all laws, rules, regulations, and Tax obligations that may apply to your use of the miHygge Platform. In connection with your use of the miHygge Platform, you will not and will not assist or enable others to:

- breach or circumvent any applicable laws or regulations, agreements with third-parties, third-party rights, or our Terms, Policies or Standards;
- use the miHygge Platform or Collective Content for any commercial or other purposes that are not expressly permitted by these Terms or in a manner that falsely implies miHygge endorsement, partnership or otherwise misleads others as to your affiliation with miHygge;
- copy, store or otherwise access or use any information, including personally identifiable information about any other Member, contained on the miHygge Platform in any way that is inconsistent with miHygge's Privacy Policy or these Terms or that otherwise violates the privacy rights of Members or third parties;

- use the miHygge Platform in connection with the distribution of unsolicited commercial messages (“spam”);
- offer, as a Provider, any Accommodation that you do not yourself own or have permission to make available as a residential or other property through the miHygge Platform;
- unless miHygge explicitly permits otherwise, book any Listing if you will not actually be using the Provider Services yourself;
- contact another Member for any purpose other than asking a question related to a your own booking, Listing, or the Member’s use of the miHygge Platform, including, but not limited to, recruiting or otherwise soliciting any Member to join third-party services, applications or websites, without our prior written approval;
- use the miHygge Platform to request, make or accept a booking independent of the miHygge Platform, to circumvent any Service Fees or for any other reason;
- post any Listings for Care Services or Accommodations on any other online marketplace, platform, website or similar service or otherwise manage bookings and Provider Services using any other online marketplace, platform, website or similar service other than the miHygge Platform;
- request, accept or make any payment for Listing Fees outside of the miHygge Platform or Payment Processor. If you do so, you acknowledge and agree that you: (i) would be in breach of these Terms; (ii) accept all risks and responsibility for such payment, and (iii) hold miHygge harmless from any liability for such payment;
- discriminate against or harass anyone on the basis of race, national origin, religion, gender, gender identity, physical or mental disability, medical condition, marital status, age or sexual orientation, or otherwise engage in any abusive or disruptive behavior;
- use, display, mirror or frame the miHygge Platform or Collective Content, or any individual element within the miHygge Platform, miHygge’s name, any miHygge

trademark, logo or other proprietary information, or the layout and design of any page or form contained on a page in the miHygge Platform, without miHygge’s express

written consent;

- dilute, tarnish or otherwise harm the miHygge brand in any way, including through unauthorized use of Collective Content, registering and/or using miHygge or derivative terms in domain names, trade names, trademarks or other source identifiers, or registering and/or using domains names, trade names, trademarks or other source identifiers that closely imitate or are confusingly similar to miHygge domains, trademarks, taglines, promotional campaigns or Collective Content;
- use any robots, spider, crawler, scraper or other automated means or processes to access, collect data or other content from or otherwise interact with the miHygge Platform for any purpose;
- avoid, bypass, remove, deactivate, impair, descramble, or otherwise attempt to circumvent any technological measure implemented by miHygge or any of miHygge's providers or any other third party to protect the miHygge Platform;
- attempt to decipher, decompile, disassemble or reverse engineer any of the software used to provide the miHygge Platform;
- take any action that damages or adversely affects, or could damage or adversely affect the performance or proper functioning of the miHygge Platform;
- export, re-export, import, or transfer the Application except as authorized by United States law, the export control laws of your jurisdiction, and any other applicable laws; or
- violate or infringe anyone else's rights or otherwise cause harm to anyone.

14.2 You acknowledge that miHygge has no obligation to monitor the access to or use of the miHygge Platform by any Member or to review, disable access to, or edit any Member Content, but has the right to do so to (i) operate, secure and improve the miHygge Platform (including without limitation for fraud prevention, risk assessment, investigation and Consumer support purposes); (ii) ensure Members' compliance with these Terms; (iii) comply with applicable law or the order or requirement of a court, law enforcement or other administrative agency or governmental body; (iv) respond to Member Content that it determines is harmful or objectionable; or (v) as otherwise set forth in these Terms. Members agree to cooperate with and assist miHygge in good

faith, and to provide miHygge with such information and take such actions as may be reasonably requested by miHygge with respect to any investigation undertaken by miHygge or a representative of miHygge regarding the use or abuse of the miHygge Platform.

14.3 If you feel that any Member you interact with, whether online or in person, is acting or has acted inappropriately, including but not limited to anyone who (i) engages in offensive, violent or sexually inappropriate behavior, (ii) you suspect of stealing from you, or (iii) engages in any other disturbing conduct, you should immediately report such person to the appropriate

authorities and then to miHygge by contacting us with your police station and report number (if available); provided that your report will not obligate us to take any action beyond that required by law (if any) or cause us to incur any liability to you.

15. Term and Termination, Suspension and other Measures

15.1 This Agreement shall be effective for a 30-day term, at the end of which it will automatically and continuously renew for subsequent 30-day terms until such time when you or miHygge terminate the Agreement in accordance with this provision.

15.2 You may terminate this Agreement at any time via the “Cancel Account” feature on the miHygge Platform or by sending us an email to contact@mihygge.com. If you cancel your miHygge Account as a Provider, any confirmed booking(s) will be automatically cancelled and your Consumers will receive a full refund. If you cancel your miHygge Account as a Consumer, any confirmed booking(s) will be automatically cancelled and any refund will depend upon the terms of the Listing’s cancellation policy.

15.3 Without limiting our rights specified below, miHygge may terminate this Agreement for convenience at any time by giving you thirty (30) days’ notice via email to your registered email address.

15.4 miHygge may immediately, without notice terminate this Agreement if (i) you have materially breached your obligations under these Terms, our Policies or Standards, (ii) you have violated applicable laws, regulations or third party rights, or (iii) miHygge believes in good faith that such action is reasonably necessary to protect the personal safety or property of miHygge, its Members, or third parties (for example in the case of fraudulent behavior of a Member).

15.5 In addition, miHygge may take any of the following measures (i) to comply with

applicable law, or the order or request of a court, law enforcement or other administrative agency or governmental body, or if (ii) you have breached these Terms, our Policies or Standards, applicable laws, regulations, or third party rights, (iii) you have provided inaccurate, fraudulent, outdated or incomplete information during the miHygge Account registration, Listing process or thereafter, (iv) you and/or your Listings or Provider Services at any time fail to meet any applicable quality or eligibility criteria, (v) you have repeatedly received poor Ratings or Reviews or miHygge otherwise becomes aware of or has received complaints about your performance or conduct, (vi) you have repeatedly cancelled confirmed bookings or failed to respond to booking requests without a valid reason, (vii) you use any other online marketplace, platform, website or similar service to post Listings for Care Services and Accommodations or to otherwise book and manage your Provider Services; or (viii) miHygge believes in good faith that such action is reasonably necessary to protect the personal safety or property of miHygge, its Members, or third parties, or to prevent fraud or other illegal activity:

- refuse to surface, delete or delay any Listings, Ratings, Reviews, or other Member Content;
- cancel any pending or confirmed bookings;
- limit your access to or use of the miHygge Platform;
- temporarily or permanently revoke any special status associated with your miHygge Account; or
- temporarily or in case of severe or repeated offenses permanently suspend your miHygge Account.

In case of non-material breaches and where appropriate, you will be given notice of any intended measure by miHygge and an opportunity to resolve the issue to miHygge's reasonable satisfaction.

15.6 If we take any of the measures described above (i) we may refund your Consumers in full for any and all confirmed bookings that have been cancelled, irrespective of preexisting cancellation policies, and (ii) you will not be entitled to any compensation for pending or confirmed bookings that were cancelled.

15.7 When this Agreement has been terminated, you are not entitled to a restoration

of your miHygge Account or any of your Member Content. If your access to or use of the miHygge Platform has been limited or your miHygge Account has been suspended or this Agreement has been terminated by us, you may not register a new miHygge Account or access and use the miHygge Platform through a miHygge Account of another Member.

15.8 Unless you reside in Germany, if you or we terminate this Agreement, the clauses of these Terms that reasonably should survive termination of the Agreement will remain in effect.

16. DISCLAIMERS

16.1 IF YOU CHOOSE TO USE THE MIHYGGE PLATFORM OR COLLECTIVE CONTENT, YOU DO SO VOLUNTARILY AND AT YOUR SOLE RISK. THE MIHYGGE PLATFORM AND COLLECTIVE CONTENT IS PROVIDED “AS IS”, WITHOUT WARRANTY OF ANY KIND, EITHER EXPRESS OR IMPLIED, INCLUDING WITHOUT LIMITATION: (A) WARRANTIES OR CONDITIONS OF MERCHANTABILITY, FITNESS FOR A PARTICULAR PURPOSE, WORKMANLIKE EFFORT, ACCURACY, TITLE, QUIET ENJOYMENT, NO ENCUMBRANCES, NO LIENS AND NON-INFRINGEMENT; (B) WARRANTIES OR CONDITIONS ARISING THROUGH COURSE OF DEALING OR USAGE OF TRADE; AND (C) WARRANTIES OR CONDITIONS OF UNINTERRUPTED OR ERROR-FREE ACCESS OR USE. NO ADVICE OR INFORMATION, WHETHER ORAL OR WRITTEN, OBTAINED BY YOU THROUGH THE SERVICES OR ANY MATERIALS AVAILABLE THROUGH THE SERVICES WILL CREATE ANY WARRANTY REGARDING MIHYGGE OR THE SERVICES THAT IS NOT EXPRESSIVELY STATED IN THESE TERMS OF USE.

16.2 YOU AGREE THAT YOU HAVE HAD WHATEVER OPPORTUNITY YOU DEEM NECESSARY TO INVESTIGATE THE MIHYGGE SERVICES, LAWS, RULES, OR REGULATIONS THAT MAY BE APPLICABLE TO YOUR LISTINGS AND/OR PROVIDER SERVICES YOU ARE RECEIVING AND THAT YOU ARE NOT RELYING UPON ANY STATEMENT OF LAW OR FACT MADE BY MIHYGGE RELATING TO A LISTING.

16.3 IF MIHYGGE CHOOSES TO CONDUCT IDENTITY VERIFICATION OR BACKGROUND CHECKS ON ANY MEMBER, TO THE EXTENT PERMITTED BY APPLICABLE LAW, WE DISCLAIM WARRANTIES OF ANY KIND, EITHER EXPRESS OR IMPLIED, THAT SUCH CHECKS WILL IDENTIFY PRIOR MISCONDUCT BY A MEMBER OR GUARANTEE THAT A MEMBER WILL NOT ENGAGE IN MISCONDUCT IN THE FUTURE.

16.4 YOU AGREE THAT SOME EXPERIENCES, EVENTS OR OTHER PROVIDER SERVICES MAY CARRY INHERENT RISK, AND BY PARTICIPATING IN THOSE PROVIDER SERVICES, YOU CHOOSE TO ASSUME THOSE RISKS VOLUNTARILY. FOR EXAMPLE, SOME PROVIDER SERVICES MAY CARRY RISK OF ILLNESS, BODILY INJURY, DISABILITY, OR DEATH, AND YOU FREELY AND WILLFULLY ASSUME THOSE RISKS BY CHOOSING TO PARTICIPATE IN THOSE PROVIDER SERVICES. YOU ASSUME FULL RESPONSIBILITY FOR THE CHOICES YOU MAKE BEFORE, DURING AND AFTER YOUR PARTICIPATION IN A PROVIDER SERVICE. IF YOU ARE BRINGING A MINOR, YOU ARE SOLELY RESPONSIBLE FOR THE SUPERVISION OF THAT MINOR THROUGHOUT THE DURATION OF YOUR PROVIDER SERVICE AND TO THE MAXIMUM EXTENT PERMITTED BY LAW, YOU AGREE TO RELEASE AND HOLD HARMLESS MIHYGGE FROM ALL LIABILITIES AND CLAIMS THAT ARISE IN ANY WAY FROM ANY INJURY, DEATH, LOSS OR HARM THAT OCCURS TO THAT MINOR DURING THE PROVIDER SERVICE OR IN ANY WAY RELATED TO YOUR PROVIDER SERVICE.

16.5 MIHYGGE IS AN EQUAL OPPORTUNITY PLATFORM AND DOES NOT DISCRIMINATE AGAINST OR HARASS ANYONE ON THE BASIS OF RACE, NATIONAL ORIGIN, RELIGION, GENDER, GENDER IDENTITY, PHYSICAL OR MENTAL DISABILITY, MEDICAL CONDITION, MARITAL STATUS, AGE OR SEXUAL ORIENTATION, OR OTHERWISE ENGAGE IN ANY ABUSIVE OR DISRUPTIVE BEHAVIOR.

16.6 THE FOREGOING DISCLAIMERS APPLY TO THE MAXIMUM EXTENT PERMITTED BY LAW. YOU MAY HAVE OTHER STATUTORY RIGHTS. HOWEVER, THE DURATION OF STATUTORILY REQUIRED WARRANTIES, IF ANY, SHALL BE LIMITED TO THE MAXIMUM EXTENT PERMITTED BY LAW.

17. LIABILITY

17.1 YOU ACKNOWLEDGE AND AGREE THAT, TO THE MAXIMUM EXTENT PERMITTED BY LAW, THE ENTIRE RISK ARISING OUT OF YOUR ACCESS TO AND USE OF THE MIHYGGE PLATFORM AND COLLECTIVE CONTENT, YOUR PUBLISHING OR BOOKING OF ANY LISTING VIA THE MIHYGGE PLATFORM, YOUR USE OF ANY CARE SERVICE, YOUR STAY AT ANY ACCOMMODATION, PARTICIPATION IN ANY EXPERIENCE OR EVENT OR USE OF ANY OTHER PROVIDER SERVICE OR ANY OTHER INTERACTION YOU HAVE WITH OTHER MEMBERS WHETHER IN PERSON OR ONLINE REMAINS WITH YOU. NEITHER MIHYGGE NOR ANY OTHER PARTY INVOLVED IN CREATING, PRODUCING, OR

DELIVERING THE MIHYGGE PLATFORM OR COLLECTIVE CONTENT WILL BE LIABLE FOR ANY INCIDENTAL, SPECIAL, EXEMPLARY, PUNITIVE OR

CONSEQUENTIAL DAMAGES, INCLUDING LOST PROFITS, LOSS OF DATA OR LOSS OF GOODWILL, SERVICE INTERRUPTION, COMPUTER DAMAGE OR SYSTEM FAILURE OR THE COST OF SUBSTITUTE PRODUCTS OR SERVICES, OR FOR ANY DAMAGES FOR PERSONAL OR BODILY INJURY OR EMOTIONAL DISTRESS ARISING OUT OF OR IN CONNECTION WITH (I) THESE TERMS, (II) FROM THE USE OF OR INABILITY TO USE THE MIHYGGE PLATFORM OR COLLECTIVE CONTENT, (III) FROM ANY COMMUNICATIONS, INTERACTIONS OR MEETINGS WITH OTHER MEMBERS OR OTHER PERSONS WITH WHOM YOU COMMUNICATE, INTERACT OR MEET WITH AS A RESULT OF YOUR USE OF THE MIHYGGE PLATFORM, OR (IV) FROM YOUR PUBLISHING OR BOOKING OF A LISTING, INCLUDING THE PROVISION OR USE OF A LISTING'S PROVIDER SERVICES, WHETHER BASED ON WARRANTY, CONTRACT, TORT (INCLUDING NEGLIGENCE), PRODUCT LIABILITY OR ANY OTHER LEGAL THEORY, AND WHETHER OR NOT MIHYGGE HAS BEEN INFORMED OF THE POSSIBILITY OF SUCH DAMAGE, EVEN IF A LIMITED REMEDY SET FORTH HEREIN IS FOUND TO HAVE FAILED OF ITS ESSENTIAL PURPOSE. EXCEPT FOR OUR OBLIGATIONS TO PAY AMOUNTS TO APPLICABLE PROVIDERS PURSUANT TO THESE TERMS, IN NO EVENT WILL MIHYGGE'S AGGREGATE LIABILITY ARISING OUT OF OR IN CONNECTION WITH THESE TERMS AND YOUR USE OF THE MIHYGGE PLATFORM INCLUDING, BUT NOT LIMITED TO, FROM YOUR PUBLISHING OR BOOKING OF ANY LISTINGS VIA THE MIHYGGE PLATFORM, OR FROM THE USE OF OR INABILITY TO USE THE MIHYGGE PLATFORM OR COLLECTIVE CONTENT AND IN CONNECTION WITH ANY CARE SERVICE, ACCOMMODATION, REAL ESTATE PROPERTY, EXPERIENCES, EVENT OR OTHER PROVIDER SERVICE, OR INTERACTIONS WITH ANY OTHER MEMBERS, EXCEED THE AMOUNTS YOU HAVE PAID OR OWE FOR BOOKINGS VIA THE MIHYGGE PLATFORM AS A CONSUMER IN THE TWELVE (12) MONTH PERIOD PRIOR TO THE EVENT GIVING RISE TO THE LIABILITY, OR IF YOU ARE A PROVIDER, THE AMOUNTS PAID BY MIHYGGE TO YOU IN THE TWELVE (12) MONTH PERIOD PRIOR TO THE EVENT GIVING RISE TO THE LIABILITY, OR ONE HUNDRED U.S. DOLLARS (US \$100), IF NO SUCH PAYMENTS HAVE BEEN MADE, AS APPLICABLE. THE LIMITATIONS OF DAMAGES SET FORTH ABOVE ARE FUNDAMENTAL ELEMENTS OF THE BASIS OF THE BARGAIN BETWEEN MIHYGGE AND YOU. SOME JURISDICTIONS DO NOT ALLOW THE EXCLUSION OR LIMITATION OF LIABILITY FOR CONSEQUENTIAL OR INCIDENTAL DAMAGES, SO THE ABOVE LIMITATION MAY NOT APPLY TO YOU. EACH PROVISION OF THESE TERMS OF USE THAT PROVIDES FOR A LIMITATION OF LIABILITY, DISCLAIMER OF WARRANTIES, OR EXCLUSION OF DAMAGES IS

INTENDED TO AND DOES ALLOCATE THE RISKS BETWEEN THE PARTIES UNDER THESE TERMS. THIS ALLOCATION IS AN ESSENTIAL ELEMENT OF THE AGREEMENT OF THE PARTIES. THE LIMITATIONS IN THIS SECTION WILL APPLY EVEN IF ANY LIMITED REMEDY FAILS ITS ESSENTIAL PURPOSE. 17.2 IF YOU ARE A CALIFORNIA RESIDENT, YOU WAIVE YOUR RIGHTS WITH RESPECT TO CALIFORNIA CIVIL CODE SECTION 1542, WHICH SAYS “A GENERAL RELEASE DOES NOT EXTEND TO CLAIMS WHICH THE CREDITOR DOES NOT KNOW OR SUSPECT TO EXIST IN HIS FAVOR AT THE TIME OF EXECUTING THE RELEASE, WHICH, IF KNOWN BY HIM MUST HAVE MATERIALLY AFFECTED HIS SETTLEMENT WITH THE DEBTOR.”

18. Indemnification

18.1 You agree to release, defend (at miHygge’s option), indemnify, and hold miHygge and its affiliates and subsidiaries, and their officers, directors, employees and agents, harmless from and against any claims, liabilities, damages, losses, and expenses, including, without limitation, reasonable legal and accounting fees, arising out of or in any way connected with (i) your breach of these Terms or our Policies or Standards, (ii) your improper use of the miHygge Platform or any miHygge Services, (iii) your interaction with any Member, use of a Care Service, stay at an Accommodation, purchase of any Real Estate Property, participation in an Experience, Event or other Provider Service, including without limitation any injuries, losses or damages (whether compensatory, direct, incidental, consequential or otherwise) of any kind arising in connection with or as a result of such interaction, stay, participation or use, (iv) miHygge’s Collection and Remittance of Occupancy Taxes, or (v) your breach of any laws, regulations or third party rights.

19. Dispute Resolution and Arbitration Agreement

19.1 This Dispute Resolution and Arbitration Agreement shall apply if you (i) reside in the United States; or (ii) do not reside in the United States, but bring any claim against miHygge in the United States (to the extent not in conflict with Section 21).

19.2 *Overview of Dispute Resolution Process.* miHygge is committed to participating in a Consumer-friendly dispute resolution process. To that end, these Terms provide for a two-part process for individuals to whom Section 19.1 applies: (1) an informal negotiation directly with miHygge’s Consumer service team, and (2) a binding arbitration administered by the American Arbitration Association (“**AAA**”) using its specially designed Consumer Arbitration Rules (as modified by this Section 19). Specifically, the Consumer Arbitration Rules provide:

- Claims can be filed with AAA online (www.adr.org);
- Arbitrators must be neutral and no party may unilaterally select an arbitrator;
- Arbitrators must disclose any bias, interest in the result of the arbitration, or relationship with any party; Parties retain the right to seek relief in small claims court for certain claims, at their option;
- The initial filing fee for the Consumer is capped at \$200;
- The Consumer gets to elect the hearing location and can elect to participate live, by phone, video conference or, for claims under \$25,000, by the submission of documents;
- The arbitrator can grant any remedy that the parties could have received in court to resolve the party's individual claim.

19.3 Pre-Arbitration Dispute Resolution and Notification. Prior to initiating an arbitration, you and miHygge each agree to notify the other party of the dispute and attempt to negotiate an informal resolution to it first. We will contact you at the email address you have provided to us; you can contact miHygge's Consumer service team by emailing us. If after a good faith effort to negotiate one of us feels the dispute has not and cannot be resolved informally, the party

intending to pursue arbitration agrees to notify the other party via email prior to initiating the arbitration. In order to initiate arbitration, a claim must be filed with the AAA and the written Demand for Arbitration (available at www.adr.org) provided to the other party, as specified in the AAA Rules.

19.4 Agreement to Arbitrate. You and miHygge mutually agree that any dispute, claim or controversy arising out of or relating to these Terms or the breach, termination, enforcement or interpretation thereof, or to the use of the miHygge Platform, the Provider Services, or the Collective Content (collectively, "**Disputes**") will be settled by binding arbitration (the "**Arbitration Agreement**"). If there is a dispute about whether this Arbitration Agreement can be enforced or applies to our Dispute, you and miHygge agree that the arbitrator will decide that issue.

19.5 Exceptions to Arbitration Agreement. You and miHygge each agree that the following claims are exceptions to the Arbitration Agreement and will be brought in a judicial proceeding in a court of competent jurisdiction: (i) Any claim related to actual or threatened infringement, misappropriation or violation of a party's copyrights, trademarks, trade secrets, patents, or other intellectual property rights; (ii) Any claim seeking emergency injunctive relief based on exigent circumstances (e.g., imminent danger or commission of a crime, hacking, cyber-attack).

19.6 Arbitration Rules and Governing Law. This Arbitration Agreement evidences a transaction in interstate commerce and thus the Federal Arbitration Act governs the interpretation and enforcement of this provision. The arbitration will be administered by AAA in accordance with the AAA Consumer Arbitration Rules (the "**AAA Rules**") then in effect, except as modified here. The AAA Rules are available at www.adr.org or by calling the AAA at AAA: 1-800-778-7879.

19.7 Modification to AAA Rules - Arbitration Hearing/Location. In order to make the arbitration most convenient to you, miHygge agrees that any required arbitration hearing may be conducted, at your option, (a) in the county where you reside; (b) in San Francisco County; (c) in any other location to which you and miHygge both agree; (d) via phone or video conference; or (e) for any claim or counterclaim under \$25,000, by solely the submission of documents to the arbitrator.

19.8 Modification of AAA Rules - Attorney's Fees and Costs. You may be entitled to seek an award of attorney fees and expenses if you prevail in arbitration, to the extent provided under applicable law and the AAA rules. Unless the arbitrator determines that your claim was frivolous or filed for the purpose of harassment, miHygge agrees it will not seek, and hereby waives all rights it may have under applicable law or the AAA rules, to recover attorneys' fees and expenses if it prevails in arbitration.

19.9 Arbitrator's Decision. The arbitrator's decision will include the essential findings and conclusions upon which the arbitrator based the award. Judgment on the arbitration award may be entered in any court with proper jurisdiction. The arbitrator may award declaratory or injunctive relief only on an individual basis and only to the extent necessary to provide relief warranted by the claimant's individual claim.

19.10 Jury Trial Waiver. You and miHygge acknowledge and agree that we are each waiving the right to a trial by jury as to all arbitrable Disputes.

19.11 No Class Actions or Representative Proceedings. You and miHygge acknowledge and agree that we are each waiving the right to participate as a plaintiff

or class member in any purported class action lawsuit, class-wide arbitration, private attorney-general action, or any other representative proceeding as to all Disputes. Further, unless you and miHygge both otherwise agree in writing, the arbitrator may not consolidate more than one party's claims and may not otherwise preside over any form of any class or representative proceeding. If this paragraph is held unenforceable with respect to any Dispute, then the entirety of the Arbitration Agreement will be deemed void with respect to such Dispute.

19.12 Severability. Except as provided in Section 19.11, in the event that any portion of this Arbitration Agreement is deemed illegal or unenforceable, such provision shall be severed and the remainder of the Arbitration Agreement shall be given full force and effect.

19.13 Changes. Notwithstanding the provisions of Section 3 ("**Modification of these Terms**"), if miHygge changes this Section 19 ("**Dispute Resolution and Arbitration Agreement**") after the date you last accepted these Terms (or accepted any subsequent changes to these Terms), you may reject any such change by sending us written notice (including by email) within thirty (30) days of the date such change became effective, as indicated in the "Last Updated" date above or in the date of miHygge's email to you notifying you of such change. By rejecting any change, you are agreeing that you will arbitrate any Dispute between you and miHygge in accordance with the provisions of the "Dispute Resolution and Arbitration Agreement" section as of the date you last accepted these Terms (or accepted any subsequent changes to these Terms).

19.14 Survival. Except as provided in Section 19.12 and subject to Section 15.8, this Section 19 will survive any termination of these Terms and will continue to apply even if you stop using the miHygge Platform or terminate your miHygge Account.

20. Feedback

20.1 We welcome and encourage you to provide feedback, comments and suggestions for improvements to the miHygge Platform ("**Feedback**"). You may submit Feedback by emailing us, through the "Contact Us" section of the miHygge Platform, or by other means of communication. Any Feedback you submit to us will be considered non-confidential and non-proprietary to you. By submitting Feedback to us, you grant us a non-exclusive, worldwide, royalty-free, irrevocable, sub-licensable, perpetual license to use and publish those ideas and materials for any purpose, without compensation to you.

21. Applicable Law and Jurisdiction

21.1 If you reside in the United States, these Terms will be interpreted in accordance with the laws of the State of California and the United States of America, without regard to conflict-of-law provisions. Judicial proceedings (other than small claims actions) that are excluded from the Arbitration Agreement in Section 19 must be brought in state or federal court in San Francisco, California, unless we both agree to some other location. You and we both consent to venue and personal jurisdiction in San Francisco, California.

22. General Provisions

22.1 Except as they may be supplemented by additional terms and conditions, policies, guidelines or standards, these Terms constitute the entire Agreement between miHygge and you pertaining to the subject matter hereof, and supersede any and all prior oral or written understandings or agreements between miHygge and you in relation to the access to and use of the miHygge Platform.

22.2 No joint venture, partnership, employment, or agency relationship exists between you and miHygge as a result of this Agreement or your use of the miHygge Platform.

22.3 These Terms do not and are not intended to confer any rights or remedies upon any person other than the parties.

22.4 If any provision of these Terms is held to be invalid or unenforceable, such provision will be struck and will not affect the validity and enforceability of the remaining provisions.

22.5 miHygge's failure to enforce any right or provision in these Terms will not constitute a waiver of such right or provision unless acknowledged and agreed to by us in writing. Except as expressly set forth in these Terms, the exercise by either party of any of its remedies under these Terms will be without prejudice to its other remedies under these Terms or otherwise permitted under law.

22.6 You may not assign, transfer or delegate this Agreement and your rights and obligations hereunder without miHygge's prior written consent. miHygge may without restriction assign, transfer or delegate this Agreement and any rights and obligations hereunder, at its sole discretion, with 30 days prior notice. Your right to terminate this Agreement at any time remains unaffected.

22.7 Unless specified otherwise, any notices or other communications to Members permitted or required under this Agreement, will be in writing and given by miHygge via email, miHygge Platform notification, or messaging service (including SMS).

23. Notice to California Residents

23.1 If you are a California resident, under California Civil Code Section 1789.3, you may contact the Complaint Assistance Unit of the Division of Consumer Services of the California Department of Consumer Affairs in writing at 1625 N. Market Blvd., Suite S-202, Sacramento, California 95834, or by telephone at (800) 952-5210 in order to resolve a complaint regarding the Service or to receive further information regarding use of the Service.

24. Contact Information

24.1 The Services are offered by HYGGE AIM, Inc., a Delaware corporation located at 2711 Centerville Road, Suite 400, Wilmington, Delaware 19808, and its affiliates. If you have any questions about these Terms please email us at contact@mihygge.com.