

# **TERMS OF SERVICE**

*Updated as of September 8, 2021*

Helmet-Based Ventilation Inc., an Illinois corporation (“We”, “us”, “our”, the “Company”), offers research materials and online courses on how to use helmet-based non-invasive positive pressure ventilation. We provide and make available this Website and various Programs (“Programs”, “Services”), subject to these Terms of Service (“Terms”, “Agreement”, “TOS”, “Terms of Use”). These Terms create a contractual agreement between you (“user,” “you,” “your”, “client”, “customer”) and the Company (each, a “Party”, or collectively, the “Parties”) regarding your use of this Website and prospective enrollment in the Services or courses. Please note that we may update, modify, or amend the Terms from time to time as we deem necessary, in our sole discretion, and without prior written notice to you. Such modifications, alterations, and updates to the Terms shall become effective immediately upon posting on the Website, and you agree to be bound by such modified Terms.

**DO NOT USE THIS WEBSITE IF YOU DO NOT AGREE TO THESE TERMS.**

If you have any questions regarding these Terms or our Services, please email us at [support@HelmetBasedVentilation.com](mailto:support@HelmetBasedVentilation.com); or call us at +1-312-880-7705.

## **NO MEDICAL, FINANCIAL, LEGAL, OR CERTIFIED COUNSELING ADVICE**

Helmet-Based Ventilation Inc. offers educational services and research materials. Our programs provide training on helmet-based ventilation and are not to be construed as medical, financial, legal, or certified counseling advice.

You agree that you are solely responsible for contacting or retaining the services of your chosen professionals, physicians, and/or health care providers to assist you in providing such medical, financial, legal, or certified counseling advice. You agree that You will remain responsible to be mindful of Your own wellbeing while receiving our Services and to seek medical treatment as needed. We do not provide any medical, nutritionist, or psychotherapy services. We are not responsible for any decisions made by you as a result of our recommendations and/or any consequences thereof.

## **You Must Be 18 Years of Age.**

You must be at least eighteen (18) years old to participate in any of our programs or Services.

## **Privacy**

Our Privacy Policy describes how we collect and treat your data, and you agree to the provisions of our Privacy Policy.

## **Ownership**

The Services, including this Website, and all computer software in source code, object code or other form, databases, indexing, search, and retrieval methods and routines, hypertext markup language code, active server pages, intranet pages, and similar materials, and all intellectual property (IP) and other rights, title, and interest therein, including copyrights, trade secrets, rights in patents, compilations, inventions, modifications, derivative works, discoveries, improvements, processes, methods, designs and know-how, whether or not copyrightable or patentable, pertaining to any of

the foregoing (all of which shall be deemed part of the Services), whether conceived by the Company, alone or in conjunction with others (collectively, "Company IP"), constitute Company trade secrets and Confidential Information, and the valuable IP and proprietary material of Helmet-Based Ventilation Inc. or its licensors are protected by applicable intellectual property laws of the United States and other countries. Except for the rights expressly granted to You in this Agreement, all rights in the Services and all Company IP, including any deliverables resulting from the Services and all intellectual property and proprietary rights thereto, are and shall remain solely owned by Helmet-Based Ventilation Inc. and its respective licensors and are hereby assigned to Helmet-Based Ventilation Inc. We reserve all rights not expressly granted to You in this Agreement. All other Marks not owned by us that appear on the Website are the property of their respective owners, who may or may not be affiliated with, connected to, or sponsored by us.

## **Limited License**

We grant you a non-exclusive, non-transferable, limited revocable license to use the Website and Services solely for their intended purpose as described herein and as permitted by these Terms.

We are not responsible for any information loss or damages resulting from system failure due to any external or internal devices, acts of nature, or acts of God.

## **Restrictions on Use**

No content of the Website, including any other internet site owned, operated, licensed, or controlled by us ("Content") and no Company IP may be copied, reproduced, republished, downloaded (other than page caching), uploaded, posted, transmitted or distributed in any way, or sold, resold, visited, or otherwise exploited for any commercial purpose, except that you may download one (1) copy of the program materials that we may make available to you for such purposes on a single computer for your personal, non-commercial, home use only, provided that you: (a) keep intact all copyright, trademark and other proprietary rights notices; (b) do not modify any of the Content or Company IP; and (c) do not use any Content or Company IP in a manner that suggests an association with any of our products, services or brands.

YOU MAY NOT USE the Website, nor permit any user to use the Website, to create, reproduce, upload, store, process, display, transmit or distribute information or data:

- for commercial purposes;
- that infringes or misappropriates a third party's intellectual property or proprietary rights, including patents, copyrights, trade secrets and trademarks;
- that discloses confidential or trade secret information or materials in breach of a legal obligation not to disclose such information or materials;
- that violates or encourages conduct that would violate any applicable laws, including any criminal laws, or any third party rights, including confidentiality, publicity or privacy rights;
- that is obscene or excessively profane;
- that may be harmful to minors;
- that promotes or advocates hatred or violence, or promotes or encourages discrimination against or intolerance of any person or group based on race, ethnicity, religion, sex, sexual orientation or on any other basis which would constitute a violation of law;
- that advocates or provides instructions regarding computer hacking or cracking;
- related to phishing or other methods of identity theft;
- related to or consisting of illegal or malicious malware such as viruses, worms, time bombs, trojan horses and other harmful or malicious files, scripts, agents or programs;

- that is false and defamatory;
- constituting “fake news,” i.e., information of public interest depicted to be actual or true but known to be false, or which should reasonably be known to be false, for political or other purposes, except for satire;
- that generates unsolicited commercial email (spam), including, but not limited to, spoofing, imitating or impersonating Helmet-Based Ventilation Inc., creating false accounts for the purpose of sending spam, data mining, scraping or harvesting any web property, sending email to users who have requested to be removed from a mailing list, selling to, exchanging with, sharing with or distributing to a third party personal data, including the email addresses of any person without such person's knowing and continued consent to such disclosure; or
- that launches any automated system, including without limitation, “robots,” “spiders,” “offline readers,” or similar tools, that accesses the Website in a manner that sends more request messages to the Website's servers in a given period of time than a human can reasonably produce in the same period by using a conventional on-line web browser.
- You may not circumvent, disable or otherwise interfere with security related features of the Website or features that prevent or restrict use or copying of any Content.
- You agree not to decompile, reverse engineer, disassemble, attempt to derive the source code of, modify, or create derivative works of the Website or any part thereof, or rent, lease, loan, sell, distribute, or create derivative works based on the Website, in any manner, nor use or exploit the Website in any unauthorized way.

Any violations of the foregoing will constitute a material breach of the Agreement and may result in termination of this Agreement or suspension or termination of your account or access to the Website or Services.

## **Representations and Warranties**

HELMET-BASED VENTILATION INC. AND ITS LICENSORS MAKE NO REPRESENTATIONS OR WARRANTIES OF ANY KIND, WHETHER EXPRESS, STATUTORY OR IMPLIED (IN FACT OR BY OPERATION OF LAW), REGARDING THE SERVICES, OR ANY MATTER WHATSOEVER.

HELMET-BASED VENTILATION INC. AND ITS LICENSORS DO NOT WARRANT THAT THE WEBSITE OR SERVICES ARE OR WILL BE ERROR-FREE, MEET CUSTOMER'S REQUIREMENTS, OR BE TIMELY OR SECURE. HELMET-BASED VENTILATION INC. AND ITS LICENSORS EXPRESSLY DISCLAIM ALL IMPLIED WARRANTIES OF MERCHANTABILITY, FITNESS FOR A PARTICULAR PURPOSE AND NON-INFRINGEMENT WITH RESPECT TO THE WEBSITE AND SERVICES, AND CUSTOMER HAS NO RIGHT TO MAKE OR PASS ON TO ANY THIRD PARTY ANY REPRESENTATION OR WARRANTY BY HELMET-BASED VENTILATION INC. THE WEBSITE OR SERVICES MAY BE SUBJECT TO LIMITATIONS, DELAYS, AND OTHER PROBLEMS INHERENT IN THE USE OF THE INTERNET OR ELECTRONIC COMMUNICATIONS. HELMET-BASED VENTILATION INC. IS NOT RESPONSIBLE FOR DELAYS, DELIVERY FAILURES, OR OTHER DAMAGE, LOSS OR LIABILITY RESULTING FROM SUCH PROBLEMS NOT CAUSED BY HELMET-BASED VENTILATION INC. CUSTOMER AGREES THAT ITS SUBSCRIPTION OR AGREEMENT TO THE SERVICES AND FEES DUE OR PAID UNDER THIS AGREEMENT ARE NEITHER CONTINGENT ON THE DELIVERY OF ANY FUTURE FUNCTIONALITY OR FEATURES, NOR BASED ON ANY ORAL OR WRITTEN COMMENTS REGARDING ANY FUTURE FUNCTIONALITY OR FEATURES.

## **Payment for Courses & Refund Policy**

If you purchase any of our courses, you agree to provide us with accurate billing information. If any fees are past due, we reserve the right to suspend your use of or access to the courses at any time until all past due fees are paid in full. We reserve the right to adjust our pricing at any time upon written notice. If any amount of payment owed to Helmet-Based Ventilation Inc. is thirty-one (31) or more days past due, we may, without limiting our other rights and remedies: (a) accelerate your unpaid fee obligations hereunder such that they shall be immediately due and payable; or (b) suspend your access to the courses until such amounts are paid in full. You shall reimburse Helmet-Based Ventilation Inc. for all reasonable costs incurred (including reasonable attorneys' fees) in collecting past due amounts. We reserve the right to charge you late fees, including additional interest or processing fees and bank fees for insufficient funds.

Your payment or deposit for such programs or courses is refundable within thirty (30) days from the date of purchase. You must notify us by emailing us at [support@HelmetBasedVentilation.com](mailto:support@HelmetBasedVentilation.com) within thirty (30) days from the date of purchase in order to receive a full refund.

## **Termination**

We may, at our option and upon written notice, immediately terminate your participation or use of the Services, Website, or courses for any reason, including, but not limited to, if we believe that your behavior is damaging to our reputation, or if there is a material breach by you.

## **Confidentiality**

1. "Confidential Information" means: (a) information of a Party in all forms which derives economic value, actual or potential, from not being generally known to, and not being readily ascertainable by proper means by other persons who can obtain economic value from its disclosure or use, including these Terms (including pricing), as well as business and marketing plans, technology and technical information, and product plans and designs, and business processes disclosed by such Party; as well as (b) other information that is provided to or obtained by one Party and that is valuable to the other Party and not generally known by the public, in each Party's case as to (a) and (b), whether disclosed orally or in writing, that is designated as confidential or that reasonably should be understood to be confidential given the nature of the information and the circumstances surrounding disclosure. Under all circumstances, even if not marked as such, Confidential Information of Helmet-Based Ventilation Inc. includes the non-public-facing elements of the Services, Company IP, and all elements and components and elements thereof, regardless of form, each of which consist of and comprise of trade secrets of Helmet-Based Ventilation Inc.
2. Effective retroactive to the date a Party first disclosed Confidential Information to the other, each Party ("recipient") will hold in confidence and, without the consent of the other Party ("disclosing Party"), will not use, reproduce, distribute, transmit, or disclose, directly or indirectly, the Confidential Information of the disclosing Party except as expressly permitted hereunder. The recipient of Confidential Information may only disclose the Confidential Information to its employees, agents, and independent contractors with a need to know the information in connection with the performance of this Agreement, provided that any such employees, agents and independent contractors shall first be subject to written obligations of confidentiality to protect Confidential Information in a manner consistent with this Agreement and the recipient shall be responsible to the disclosing Party for any damages for unauthorized use, disclosure, duplication or other misuse of the Confidential Information resulting from its possession by a third party. Without limiting the foregoing, the recipient of

the Confidential Information agrees that it will exercise at least the same standard of care in protecting the confidentiality of the disclosing Party's Confidential Information as it does with its own Confidential Information of a similar nature, but no less than a reasonable degree of care.

3. Exceptions. Except with respect to the Services and all components and elements thereof which shall remain Confidential Information of Helmet-Based Ventilation Inc., Confidential Information shall not include information if and only to the extent that the recipient establishes that the information: (a) is or has become a part of the public domain through no act or omission of the recipient; (b) was in the recipient's lawful possession prior to the disclosure and had not been obtained by the recipient either directly or indirectly from the disclosing Party; (c) was lawfully disclosed to the recipient by a third party without restriction on disclosure; or (d) was independently developed by the recipient without reference to the disclosing Party's Confidential Information. If required by a lawful, validly issued subpoena, order of a court of competent jurisdiction, or request for information from a governmental agency, the recipient may disclose only that part of the Confidential Information of the disclosing Party which it is legally required to disclose, in the opinion of the recipient's legal counsel, and shall notify the disclosing Party prior to such disclosure in order to provide the disclosing Party an opportunity to seek an appropriate protective order or other judicial relief to prevent such disclosure. Notwithstanding the foregoing, the recipient shall cooperate (at the disclosing Party's expense) in all efforts of the disclosing Party to prevent disclosure of the disclosing Party's Confidential Information. A copyright notice on the Service or any part thereof or on other materials shall not be deemed evidence of publication or public disclosure.

## **Indemnification**

You agree to defend, indemnify, and hold harmless Helmet-Based Ventilation Inc. and its affiliates and respective officers, directors, employees, agents, successors, and permitted assigns from and against all losses, damages, liabilities, deficiencies, actions, judgments, interest, awards, penalties, fines, costs, or expenses of whatever kind (including reasonable attorneys' fees) arising out of or resulting from your breach of any representation, warranty, or obligation under this Agreement.

## **Limitation of Liability**

EXCEPT AS MAY BE APPLICABLE UNDER THE CONFIDENTIALITY SECTION OF THIS AGREEMENT, HELMET-BASED VENTILATION INC.'S TOTAL AGGREGATE LIABILITY FOR ANY AND ALL CLAIMS ARISING OUT OF OR RELATED TO THIS AGREEMENT SHALL NOT EXCEED THE AMOUNT OF ANY PORTION OF THE PAYMENT PAID BY CLIENT (AFTER ACCOUNTING FOR ALL DEDUCTIONS AND OTHER OFFSETS PROVIDED FOR UNDER THIS AGREEMENT). THE FOREGOING LIMITATIONS OF LIABILITY SHALL APPLY REGARDLESS OF THE CAUSE OF ACTION UNDER WHICH SUCH DAMAGES ARE SOUGHT, WHETHER FOR BREACH OF CONTRACT, NEGLIGENCE, STRICT LIABILITY, OR OTHER TORT, WHETHER OR NOT THE PARTIES WERE OR SHOULD HAVE BEEN AWARE OR ADVISED OF THE POSSIBILITY OF SUCH DAMAGES, AND REGARDLESS OF WHETHER ANY REMEDY FAILS OF ITS ESSENTIAL PURPOSE. Client agrees that (i) the agreements made in this Section reflect a reasonable allocation of risk and (ii) that Helmet-Based Ventilation Inc. would not enter into the Agreement without these limitations on liability.

## **Disputes**

Any disputes between the parties shall be settled by binding arbitration before a single arbitrator, using the Commercial Rules of the American Arbitration Association in the State of Illinois. The laws of the State of Illinois shall govern this Agreement. If it becomes necessary for us to enforce this Agreement through legal action, then we shall be entitled to recover reasonable attorneys' fees and costs incurred.

### **Severability**

If any of the provisions contained in this Agreement, or any part of them, is hereafter construed to be invalid or unenforceable, the same shall not affect the remainder of such provision or any other provision contained herein, which shall be given full effect regardless of the invalid provision or part thereof.

### **Complete Agreement**

You acknowledge that you are not relying upon any warranties, promises, guarantees or representations made by anyone or us acting or claiming to act on behalf of us unless it is in writing and made a part of this Agreement. This Agreement contains the complete and entire understanding and agreement between you and us, and no addition or modification of any terms shall be effective unless set forth in writing and signed by you and us.

### **Contact Us**

If you have any questions or comments, you can email us at:  
support@HelmetBasedVentilation.com.

Or call us at: +1-312-880-7705

Our mailing address is:

Helmet-Based Ventilation Inc.  
329 W. 18th St. STE 705  
Chicago, IL 60616, USA

You understand that if you place a checkmark in a checkbox labeled "terms and conditions" or "terms of service" on any electronic order form associated with your purchase of any Services, courses, or events, such action is considered to be your electronic signature and creates a legally binding agreement to the terms and conditions stated herein.

**YOU HAVE READ AND AGREE TO THE FOREGOING CONTRACT TERMS. YOU HAVE REVIEWED AND AGREE TO THE COMPANY'S REFUND POLICY.**