

# COOLER HEADS

## TERMS OF SERVICE

### OVERVIEW

This website is operated by Cooler Heads Care, Inc. (“Cooler Heads”). Throughout the site, the terms “we,” “us,” and “our” refer to Cooler Heads. Cooler Heads offers this website, including all information, tools, and services available from this site and through our named partners to you, the user, conditioned upon your acceptance of all terms, conditions, policies and notices stated here. By visiting our site and/or purchasing something from us, you engage in our “Service” and agree to be bound by the following terms and conditions (“Terms of Service” or “Terms”), including those additional terms and conditions and policies referenced herein and/or available by hyperlink. These Terms of Service apply to all users of the site, including without limitation users who are browsers, vendors, customers, patients, renters, merchants, healthcare providers, insurance providers, and/ or contributors of content.

Please read these Terms of Service carefully before accessing or using our website. By accessing or using any part of the site, you agree to be bound by these Terms of Service. If you do not agree to all the Terms, then you may not access the website or use any products or services. If these Terms of Service are considered an offer, acceptance is expressly limited to these Terms of Service.

Any new features or tools that are added to the current store shall also be subject to the Terms of Service. You can review the most current version of the Terms of Service at any time on this page. We reserve the right to update, change, or replace any part of these Terms of Service by posting updates and/or changes to our website. It is your responsibility to check this page periodically for changes. Your continued use of or access to the website following the posting of any changes constitutes acceptance of those changes.

Our store is hosted on Shopify Inc. Shopify provides us with the online e-commerce platform that allows us to sell our products and services to you. You are subject to Shopify’s terms of use when you use its service. Cooler Heads is not liable for any actions by Shopify or any other shopping cart service or payment processor, or any interaction between you and any third-party vendor.

Our patient portal that stores Personal Health Information (“PHI”) is hosted by ZenDesk. For purposes of the Health Insurance Portability and Accountability Act (“HIPAA”), ZenDesk is our Business Associate and is responsible for adhering to its Business Associate Agreement with us. Cooler Heads is not liable for any actions by ZenDesk with respect to your PHI or other private personal information.

### MEDICAL DISCLAIMER

Our Service are not designed to provide professional diagnosis or treatment services to you or any other individual. Through our Service, Cooler Heads provides general healthcare information for educational and informative purposes only and does not function as a healthcare provider. The information provided on our Service (including any physician testimonials), or through links to other websites, or by employees, agents or representatives of Cooler Heads on or off this site, by chat, email, telephone, in person or through any other form of communication, is not a substitute for medical or professional care, and you should not use the information in place of a visit, call, consultation or the advice of your physician or other healthcare provider. More specifically, the screenings of your prescription and/or prescriber information in the provision of services hereunder is not a medical diagnosis of your cancer, treatment, hair loss associated therewith, and/or likelihood of successful treatment with any Cooler Heads product. Cooler Heads is not liable or responsible for any advice, course of treatment, diagnosis or any other information or product you obtain through our Service. IF YOU BELIEVE YOU HAVE A MEDICAL EMERGENCY, YOU SHOULD IMMEDIATELY CALL 911 OR YOUR PHYSICIAN. Never rely on information on this Service in place of seeking professional medical advice. Never disregard professional medical advice or delay in seeking it because of something you have read on this Service. You should also ask your physician or other healthcare provider to assist you in interpreting any information on this Service or on any linked websites, or in applying the information to your individual case. Medical information changes constantly. Therefore, the information on this Service or on any linked websites should not be considered current, complete or exhaustive, nor should you rely on such information to recommend a course of treatment for you or any other individual. Cooler Heads does not recommend or endorse any specific tests, physicians, products, procedures, opinions, or other information that may be mentioned on the Service. Reliance on any information provided on this Service is solely at your own risk.

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## **ONLINE STORE TERMS**

By agreeing to these Terms of Service, you represent that you are at least the age of majority in your state of residence, or that you are the age of majority in your state or province of residence and you have given us your consent to allow any of your minor dependents to use this site. You must be at least 21 years of age to use the Amma™ Scalp Cooling System.

You may not use our products for any illegal or unauthorized purpose nor may you, in the use of the website, violate any laws in your jurisdiction (including but not limited to copyright laws). You must not transmit any worms or viruses or any code of a destructive nature. A breach or violation of any of the Terms will result in an immediate termination of your use of this website or any other service provided by Cooler Heads.

## **GENERAL CONDITIONS**

We reserve the right to refuse service to anyone for any reason at any time.

You understand that your content (not including credit card information), may be transferred unencrypted and involve (a) transmissions over various networks; and (b) changes to conform and adapt to technical requirements of connecting networks or devices. Credit card information is always encrypted during transfer over networks.

You agree not to reproduce, duplicate, copy, sell, resell, or exploit any portion of the Service, use of the Service, or access to the Service or any contact on the website through which the service is provided, without express written permission by us.

The headings used in this agreement are included for convenience only and will not limit or otherwise affect these Terms.

## **ACCURACY, COMPLETENESS, AND TIMELINESS OF INFORMATION**

We are not responsible if information made available on this Service is not accurate, complete, or current. The material on this Service is provided for general information only and should not be relied upon or used as the sole basis for making decisions without consulting primary, more accurate, more complete or more timely sources of information. Any reliance on the material on this site is at your own risk.

This site may contain certain historical information. Historical information, necessarily, is not current and is provided for your reference only. We reserve the right to modify the contents of this site at any time, but we have no obligation to update any information on our site. You agree that it is your responsibility to monitor changes to our site.

To the extent you provide us information requested or submitted in association with this Service, you represent such information is fair and accurate to the best of your knowledge. Cooler Heads reserves all legal rights to terminate its Services and/or pursue and legal remedies up and including legal action related to the submission or disclosure of inaccurate, false, or misleading information in connection with its Services.

## **PRODUCT RENTAL**

Product rentals shall be governed by an Equipment Rental and Supplies Agreement with us, which incorporates these Terms of Service wholly by reference.

## **RESELLING PRODUCTS PROHIBITED**

You may not, under any circumstances, resell any products or services purchased, rented, or otherwise provided from or through Cooler Heads, whether or not you purchased or rented the products through the Service. You represent and warrant that you are buying products from the Services for your own personal use only (or if you are a Renter who is not renting Cooler Heads products for

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your own personal use, you represent you are purchasing and/or renting Services and products for use by the Patient identified in the account under which such Rental or purchase is obtained by Cooler Heads), and not for resale or export.

## **MODIFICATIONS TO THE SERVICE AND PRICES**

Prices for our products are subject to change without notice. We reserve the right at any time to modify or discontinue the Service (or any part or content thereof) without notice at any time. We shall not be liable to you or to any third-party for any modification, price change, suspension or discontinuance of the Service.

## **PROMOTIONAL OFFERS**

All promotional offers are subject to change without notice. All free product offers (pay shipping and handling) are limited to first-time retail customers only, one redemption per customer. Promotional offers cannot be combined with other promotional offers or with payment plans.

Clinics, treatment centers, and medical professionals not eligible for any promotional offers presented on this site.

All promotional offers on CoolerHeads.com are only valid and redeemable via CoolerHeads.com. Only orders shipping to a location affiliated with Cooler Heads approved clinics and treatment centers are available for promotional offers.

## **PRODUCTS OR SERVICES**

Certain products or services may be available exclusively online through the website. These products or services may have limited quantities.

We have made every effort to display as accurately as possible the colors and images of our products that appear at the store. We cannot guarantee that your computer monitor's display of any color will be accurate.

We reserve the right, but are not obligated, to limit the sales of our products or services to any person, geographic region, or jurisdiction. We may exercise this right on a case-by-case basis. We reserve the right to limit the quantities of any products or services that we offer. All descriptions of products or product pricing are subject to change at any time without notice, at the sole discretion of us. We reserve the right to discontinue any product at any time. Any offer for any product or service made on this site is void where prohibited.

We do not warrant that the quality of any products, services, information, or other material purchased or obtained by you will meet your expectations, or that any errors in the Service will be corrected.

Amma is a wearable device for the self-administration of scalp cooling. Amma is only available with a prescription by a licensed physician ("Physician") or healthcare professional who is duly authorized to prescribe such therapy ("Prescriber"). Amma is intended to reduce the likelihood of chemotherapy-induced alopecia or hair loss in cancer patients with solid tumors and is intended for adult patients only. Amma should not be used by or on children under 18 years of age. Amma is intended for use by patients at home, in chemotherapy infusion centers, and in transit between those locations.

Do not use Amma if you have been diagnosed with an autoimmune disease known to affect hair loss. Do not use Amma if you have any of the following medical conditions: (i) cancer(s) of the head and/or neck; (ii) CNS malignancies (primary or metastatic); (iii) cold sensitivity or cold urticaria; (iv) Cryofibrinogenemia; (v) Cryoglobulinemia; (vi) history of scalp metastases or suspected presence of scalp metastasis; (vii) hematological malignancies (leukemia, non-Hodgkin and other generalized lymphomas) or hematological malignancies that are being treated for cure; (viii) history of cold agglutinin disease; (ix) imminent bone marrow ablation chemotherapy; (x) imminent skull irradiation; (xi) non-solid tumors such as lymphoma or leukemia; (xii) post-traumatic cold dystrophy; (xiii) previously received, or scheduled to undergo skull irradiation; (xiv) severe liver or renal disease from any etiology that may not

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be able to metabolize or clear the metabolites of the chemotherapeutic agent; (xv) skin cancers including melanoma, squamous cell carcinoma, and Merkel cell carcinoma; (xvi) small cell carcinoma of the lung; (xvii) solid tumors that have a high likelihood for metastasis in transit; or (xviii) squamous cell carcinoma of the lung. Scalp and/or cutaneous metastases have been reported in patients with non-small cell lung cancer, colon cancer, renal cell carcinoma, ovarian cancer, and bladder cancer. Patients with advanced forms of these cancers may be more likely to experience scalp metastases with the scalp cooling system.

Amma should not be used on hairless sections of the scalp, broken skin, or open wounds. Amma delivers very cold therapy to the scalp, and direct exposure to bare skin may result in frostbite or a cold burn. Users shall be aware of all other warnings and instructions provided in the User Manual prior to use of Amma and related accessories.

Cooler Heads maintains a User Manual that contains various important information related to the optimal use and maintenance of Amma and related products, including but not limitation technical specifications, use instructions, warnings, indications for use, troubleshooting, and service communication (“User Manual”). The Services also provide detailed training regarding use of the Amma System (“Training”). You represent and warrant that prior to using Amma, you have read and understood the User Manual and attended the Training, and you agree Cooler Heads is not responsible for damage or non-performance for failure to follow the User Manual, Training instructions, or any other information provided by Cooler Heads relating to the use of the Amma System and related products.

## **ACCURACY OF BILLING AND ACCOUNT INFORMATION**

We reserve the right to refuse any order placed with us. We may, in our sole discretion, limit or cancel quantities purchased per person, per household or per order. These restrictions may include orders placed by or under the same customer account, the same credit card, and/or orders that use the same billing and/or shipping address. If we make a change to or cancel an order, we may attempt to notify you by contacting the e-mail and/or billing address/phone number provided at the time the order was made. We reserve the right to limit or prohibit orders that, in our sole judgment, appear to be placed by dealers, resellers or distributors.

You agree to provide current, complete, and accurate purchase and account information for all purchases made at our store. You agree to promptly update your account and other information, including your email address and credit card numbers and expiration dates, so that we can complete your transactions and contact you as needed.

## **THIRD-PARTY LINKS**

Certain content, products and services available via our Service may include materials from third-parties.

Third-party links on this site may direct you to third-party websites that are not affiliated with us. We are not responsible for examining or evaluating the content or accuracy and we do not warrant and will not have any liability or responsibility for any third-party materials or websites, or for any other materials, products, or services of third-parties.

We are not liable for any harm or damages related to the purchase or use of goods, services, resources, content, or any other transactions made in connection with any third-party websites. Please review carefully the third-party's policies and practices and make sure you understand them before you engage in any transaction. Complaints, claims, concerns, or questions regarding third-party products should be directed to the third-party.

## **REGISTRATION AND PASSWORDS**

To access certain services on the Service, you will be required to provide specific information. All information about you must be correct, current and complete, and you may not use any aliases or other means to mask your true identity. Any access codes or passwords provided should be safeguarded at all times. You acknowledge that your account is personal to you and agree not to provide any other person with access to this Service or portions of it using your username, password, or other security information. You are responsible for the security of your access codes and passwords and will be solely liable for any use or unauthorized use under such

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access codes or passwords. You agree to notify us immediately of any unauthorized access to or use of your username or password or any other breach of security. We may suspend or terminate your access at any time with or without notice. Additionally, we may modify or discontinue the Service, with or without notice to you and that we will not be liable to you or any third party as a result of such modification or discontinuation.

## **USER COMMENTS, FEEDBACK AND OTHER SUBMISSIONS**

If, at our request, you send certain specific submissions (for example contest entries) or without a request from us you send creative ideas, suggestions, proposals, plans, or other materials, whether online, by email, by postal mail, or otherwise (collectively, 'comments'), you agree that we may, at any time, without restriction, edit, copy, publish, distribute, translate and otherwise use in any medium any comments that you forward to us. We are and shall be under no obligation (1) to maintain any comments in confidence; (2) to pay compensation for any comments; or (3) to respond to any comments unless otherwise required or provided by law, including but not limited to the Federal Food, Drug and Cosmetic Act ("FDCA").

We may, but have no obligation to, monitor, edit or remove content that we determine in our sole discretion are unlawful, offensive, threatening, libelous, defamatory, pornographic, obscene, or otherwise objectionable or violates any party's intellectual property or these Terms of Service.

You agree that your comments will not violate any right of any third-party, including copyright, trademark, privacy, personality or other personal or proprietary right. You further agree that your comments will not contain libelous or otherwise unlawful, abusive or obscene material, or contain any computer virus or other malware that could in any way affect the operation of the Service or any related website. You may not use a false e-mail address, pretend to be someone other than yourself, or otherwise mislead us or third-parties as to the origin of any comments.

You are solely responsible for any comments you make and their accuracy. We take no responsibility and assume no liability for any comments posted by you or any third-party.

## **PERSONAL INFORMATION**

Your submission of personal information through the store is governed by our Privacy Policy, HIPAA Policy, and any patient consents and/or authorizations provided voluntarily to Cooler Heads. Our Policies are available on our website.

## **ERRORS, INACCURACIES AND OMISSIONS**

Occasionally there may be information on our site or in the Service that contains typographical errors, inaccuracies or omissions that may relate to product descriptions, pricing, promotions, offers, product shipping charges, transit times and availability. We reserve the right to correct any errors, inaccuracies, or omissions, and to change or update information or cancel orders if any information in the Service or on any related website is inaccurate at any time without prior notice (including after you have submitted your order).

We undertake no obligation to update, amend or clarify information in the Service or on any related website, including without limitation, pricing information, except as required by law. No specified update or refresh date applied in the Service or on any related website, should be taken to indicate that all information in the Service or on any related website has been modified or updated.

## **PROHIBITED USES**

In addition to other prohibitions as set forth in the Terms of Service, you are prohibited from using the site or its content: (a) for any unlawful purpose; (b) to solicit others to perform or participate in any unlawful acts; (c) to violate any international, federal, provincial or state regulations, rules, laws, or local ordinances; (d) to infringe upon or violate our intellectual property rights or the intellectual property rights of others; (e) to harass, abuse, insult, harm, defame, slander, disparage, intimidate, or discriminate based on gender, sexual orientation, religion, ethnicity, race, age, national origin, or disability; (f) to submit false or misleading information; (g) to upload

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or transmit viruses or any other type of malicious code that will or may be used in any way that will affect the functionality or operation of the Service or of any related website, other websites, or the Internet; (h) to collect or track the personal information of others; (i) to spam, phish, pharm, pretext, spider, crawl, or scrape; (j) for any obscene or immoral purpose; or (k) to interfere with or circumvent the security features of the Service or any related website, other websites, or the Internet. We reserve the right to terminate your use of the Service or any related website for violating any of the prohibited uses.

## PROPRIETARY RIGHTS

Cooler Heads is the owner of or otherwise licensed to use all parts of the Service, including all copy, software, graphics, designs and all copyrights, trademarks, service marks, trade names, logos, and other intellectual property or proprietary rights contained therein. Some materials on the Service belong to third parties that Cooler Heads is authorized to use and display, such as research reports, news articles, third party logos and trademarks and other proprietary materials. These Terms of Service permit you to use the Service for your personal, non-commercial use only. By using the Service, you agree not to copy, distribute, modify, make derivative works of, publicly display, publicly perform, republish, download, store or transmit any materials from the Service without the prior written consent of the owner of such materials. None of the material contained on the Service may be reverse-engineered, disassembled, decompiled, transcribed, stored in a retrieval system, translated into any language or computer language, retransmitted in any form or by any means (electronic, mechanical, photo reproduction, recordation or otherwise), resold or redistributed without the prior written consent of Cooler Heads. You must not delete or alter any copyright, trademark, or other proprietary rights notices from copies of materials from this Service. **Except as expressly set forth in these Terms of Service, no license is granted to you and no rights are conveyed by virtue of accessing or using the Service. All rights not granted under these Terms of Service are reserved by Cooler Heads.**

## DISCLAIMER OF WARRANTIES; LIMITATION OF LIABILITY

We do not guarantee, represent, or warrant that your use of our service will be uninterrupted, timely, secure or error-free.

We do not warrant that the results that may be obtained from the use of the service will be accurate or reliable.

You expressly agree that your use of, or inability to use, the Service is at your sole risk. The Service and all products and services delivered to you through the Service are (except as expressly stated by us) provided 'as is' and 'as available' for your use, without any representation, warranties or conditions of any kind, either express or implied, including all implied warranties or conditions of accuracy, availability, completeness, reliability, title, currency, or content of information or material provided by or through this site, and the implied warranties of merchantability, merchantable quality, fitness for a particular purpose, durability, title, and non-infringement. Your use of the Services and site is at your sole risk. You assume full responsibility for all costs associated with your use of the Services, and that Cooler Heads shall not be liable for any damages of any kind related to your use of the Services or this site.

IN NO EVENT SHALL COOLER HEADS OR ANY OF OUR DIRECTORS, OFFICERS, EMPLOYEES, LICENSORS, DISTRIBUTORS, SUPPLIERS, AGENTS, RESELLERS, OR OPERATORS OF THE SITE, BE LIABLE TO YOU FOR ANY DIRECT, INDIRECT, INCIDENTAL, SPECIAL, PUNITIVE, OR CONSEQUENTIAL DAMAGES WHATSOEVER RESULTING FROM ANY (I) ERRORS, MISTAKES, OR INACCURACIES OF CONTENT, (II) PERSONAL INJURY OR PROPERTY DAMAGE, OF ANY NATURE WHATSOEVER, RESULTING FROM YOUR USE OF PRODUCTS PURCHASED OR RENTED ON THE SITE OR ACCESS TO AND USE OF OUR SITE, (III) ANY UNAUTHORIZED ACCESS TO OR USE OF OUR SECURE SERVERS AND/OR ANY AND ALL PERSONAL INFORMATION STORED THEREIN, (IV) ANY INTERRUPTION OR CESSATION OF TRANSMISSION TO OR FROM OUR SITE, (V) ANY VIRUSES, TROJAN HORSES, OR THE LIKE, WHICH MAY BE TRANSMITTED TO OR THROUGH OUR SITE BY ANY THIRD PARTY, AND/OR (VI) ANY ERRORS OR OMISSIONS IN ANY CONTENT OR FOR ANY LOSS OR DAMAGE OF ANY KIND INCURRED AS A RESULT OF YOUR USE OF ANY CONTENT POSTED, EMAILED, TRANSMITTED, OR OTHERWISE MADE AVAILABLE VIA THE SITE, WHETHER BASED ON WARRANTY, CONTRACT, TORT, OR ANY OTHER LEGAL THEORY, AND WHETHER OR NOT THE COMPANY IS ADVISED OF THE POSSIBILITY OF SUCH DAMAGES. THE FOREGOING LIMITATION OF LIABILITY SHALL APPLY TO THE FULLEST EXTENT PERMITTED BY LAW IN THE APPLICABLE JURISDICTION.

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You hereby acknowledge that the preceding paragraph shall apply to all content, merchandise, products, Services, and experiences available through the Service. If any part of these warranty disclaimers or limitations of liability is found to be invalid or unenforceable for any reason or if we are otherwise found to be liable to you in any manner, then our aggregate liability for all claims under such circumstances for liabilities, shall not exceed the amount paid by you, if any, for accessing this Service, or purchasing any products.

## **INDEMNIFICATION**

You agree to indemnify, defend and hold harmless Cooler Heads and our parent, subsidiaries, affiliates, partners, officers, directors, agents, contractors, licensors, service providers, subcontractors, suppliers, interns and employees, harmless from any claim or demand, including reasonable attorneys' fees, made by any third-party due to or arising out of your breach of these Terms of Service or the documents they incorporate by reference, your provision of false, inaccurate, or misleading information, or your violation of any law or the rights of a third-party.

## **SEVERABILITY**

If any provision of these Terms of Service is determined to be unlawful, void, or unenforceable, such provision shall nonetheless be enforceable to the fullest extent permitted by applicable law, and the unenforceable portion shall be deemed to be severed from these Terms of Service, such determination shall not affect the validity and enforceability of any other remaining provisions.

## **TERMINATION**

The obligations and liabilities of the parties incurred prior to the termination date shall survive the termination of this agreement for all purposes.

These Terms of Service are effective unless and until terminated by either you or us. You may terminate these Terms of Service at any time by notifying us that you no longer wish to use our Services, or when you cease using our site.

If in our sole judgment you fail, or we suspect that you have failed, to comply with any term or provision of these Terms of Service, we also may terminate this agreement at any time without notice and you will remain liable for all amounts due up to and including the date of termination; and/or accordingly may deny you access to our Services (or any part thereof).

## **ENTIRE AGREEMENT**

The failure of us to exercise or enforce any right or provision of these Terms of Service shall not constitute a waiver of such right or provision.

These Terms of Service and any policies or operating rules posted by us on this site or in respect to The Service constitutes the entire agreement and understanding between you and us and govern your use of the Service, superseding any prior or contemporaneous agreements, communications, and proposals, whether oral or written, between you and us (including, but not limited to, any prior versions of the Terms of Service).

Any ambiguities in the interpretation of these Terms of Service shall not be construed against the drafting party.

## **GOVERNING LAW**

These Terms of Service and any separate agreements whereby we provide you Services shall be governed by and construed in accordance with the laws of the State of California.

## **LEGAL DISPUTES; ARBITRATION**

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**PLEASE READ THIS SECTION CAREFULLY. EXCEPT AS THE TERMS OF USE OTHERWISE PROVIDE, YOU WAIVE YOUR RIGHTS TO TRY ANY CLAIM IN COURT BEFORE A JUDGE OR JURY AND TO BRING OR PARTICIPATE IN ANY CLASS, COLLECTIVE, OR OTHER REPRESENTATIVE ACTION. Other rights that you would have if you went to court, such as access to discovery or appeals, also might be unavailable or limited in arbitration.**

## Agreement to Binding Arbitration; Class Action Waiver

**Any dispute, claim or controversy (that is not resolved informally as set forth below) between you and Cooler Heads, its agents, employees, officers, directors, principals, successors, assigns, subsidiaries or affiliates (collectively for purposes of this section, “Cooler Heads Parties”) arising from or relating in any way to: (1) any agreement, authorization, and/or consent between you and Cooler Heads and their interpretation or the breach, termination or validity thereof, and the relationships which result from these Terms of Use or incorporate them by reference; (2) your use of any website owned or operated by Cooler Heads; or (3) any products or services sold or distributed by Cooler Heads or through any website owned or operated by Cooler Heads (collectively, “Covered Disputes”) will be resolved by binding arbitration, rather than in court. Covered Disputes shall be interpreted broadly.**

Except as provided below, any Covered Dispute shall be settled exclusively by binding arbitration, in San Diego, California, in accordance with the Commercial Arbitration Rules of the American Arbitration Association, before a panel of three arbitrators, one appointed by each of the Company and the Executive, and the third chosen by the two so appointed. The decision of the arbitrators shall be final, and judgment on the award rendered by the arbitrator may be entered in any court having jurisdiction. The prevailing party shall be awarded reasonable attorneys and arbitration costs.

## Sole Exceptions to Arbitration

Notwithstanding the foregoing, in lieu of arbitration: (1) either you or Cooler Heads may elect to have an individual claim heard in small claims court consistent with any applicable jurisdictional and monetary limits that may apply, provided that it is brought and maintained as an individual claim and is not appealed or removed to any court of general jurisdiction; and (2) you agree that you or Cooler Heads may bring suit in court to enjoin infringement or other misuse of intellectual property rights.

## Jury Trial and Class Action Waiver

Except as the Terms of Use otherwise provide and to the fullest extent permitted by law, you and Cooler Heads acknowledge and agree that you are each waiving the right to a trial by jury and to the litigation of disputes in state or federal courts of general jurisdiction. The parties further agree that any arbitration shall be conducted in their individual capacities only and not as a class action/class arbitration or other representative action, and the parties expressly waive their right to file a class action or seek relief on a class basis. You and Cooler Heads may not be plaintiffs or class members in any purported class, collective, private attorney general, or representative proceeding, or otherwise make or proceed with any claim on a collective or consolidated basis, and may each bring claims against the other only in your or its individual capacity. As referenced above, 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 individual claim. If a court determines that this class action waiver is not enforceable as to a particular claim or request for relief and all appeals from that decision have been exhausted (or the decision is otherwise final), then the parties agree that that particular claim or request for relief shall proceed in court but shall be stayed pending arbitration of the remaining claims.

## **CHANGES TO TERMS OF SERVICE**

You can review the most current version of the Terms of Service at any time at this page.

We reserve the right, at our sole discretion, to update, change or replace any part of these Terms of Service by posting updates and changes to our website. It is your responsibility to check our website periodically for changes. Your continued use of or access to our website or the Service following the posting of any changes to these Terms of Service constitutes acceptance of those changes.

## **CONTACT INFORMATION**

# COOLER HEADS

Questions about the Terms of Service should be sent to us at [customer@coolerheads.com](mailto:customer@coolerheads.com).