

Terms and Conditions of WaterWell, LLC (DBA HealthySimulation.com)

Introduction

These Terms govern

- the use of WaterWell, LLC (DBA HealthySimulation.com), and,
- any other related Agreement or legal relationship with the Owner

in a legally binding way. Capitalized words are defined in the relevant dedicated section of this document.

The User must read this document carefully.

WaterWell, LLC (DBA HealthySimulation.com) is provided by:

WaterWell, LLC
(DBA HealthySimulation.com)
7181 N Hualapai Way STE 130#36
Las Vegas NV 89166 USA

Owner contact email: support@healthysimulation.com

What the User should know at a glance

- The Service/WaterWell, LLC (DBA HealthySimulation.com) is only intended for Users that do not qualify as Consumers, such as Business Users.
- WaterWell, LLC (DBA HealthySimulation.com) uses automatic renewal for Product subscriptions. Information about the a) renewal period, b) termination details and c) termination notice can be found in the relevant section of these Terms.
- Important: Consumers based in Germany have different rules applying to them as described in the relevant section of these Terms.

TERMS OF USE

Unless otherwise specified, the terms of use detailed in this section apply generally when using WaterWell, LLC (DBA HealthySimulation.com).

Single or additional conditions of use or access may apply in specific scenarios and in such cases are additionally indicated within this document.

By using WaterWell, LLC (DBA HealthySimulation.com), Users confirm to meet the following requirements:

- Users may not qualify as Consumers;

Account registration

To use the Service Users may register or create a User account, providing all required data or information in a complete and truthful manner.

Users may also use the Service without registering or creating a User account, however, this may cause limited availability of certain features or functions.

Users are responsible for keeping their login credentials confidential and safe. For this reason, Users are also required to choose passwords that meet the highest standards of strength permitted by WaterWell, LLC (DBA HealthySimulation.com).

By registering, Users agree to be fully responsible for all activities that occur under their username and password.

Users are required to immediately and unambiguously inform the Owner via the contact details indicated in this document, if they think their personal information, including but not limited to User accounts, access credentials or personal data, have been violated, unduly disclosed or stolen.

Conditions for account registration

Registration of User accounts on WaterWell, LLC (DBA HealthySimulation.com) is subject to the conditions outlined below. By registering, Users agree to meet such conditions.

- Accounts registered by bots or any other automated methods are not permitted.
- Unless otherwise specified, each User must register only one account.
- Unless explicitly permitted, a User account may not be shared with other persons.

Account termination

Users can terminate their account and stop using the Service at any time by doing the following:

- By using the tools provided for account termination on WaterWell, LLC (DBA HealthySimulation.com).
- By directly contacting the Owner at the contact details provided in this document.

Account suspension and deletion

The Owner reserves the right, at its sole discretion, to suspend or delete at any time and without notice, User accounts that it deems inappropriate, offensive or in violation of these Terms.

The suspension or deletion of User accounts shall not entitle Users to any claims for compensation, damages or reimbursement.

The suspension or deletion of accounts due to causes attributable to the User does not exempt the User from paying any applicable fees or prices.

Content on WaterWell, LLC (DBA HealthySimulation.com)

Unless where otherwise specified or clearly recognizable, all content available on WaterWell, LLC (DBA HealthySimulation.com) is owned or provided by the Owner or its licensors.

The Owner undertakes its utmost effort to ensure that the content provided on WaterWell, LLC (DBA HealthySimulation.com) infringes no applicable legal provisions or third-party rights. However, it may not always be possible to achieve such a result. In such cases, without prejudice to any legal prerogatives of Users to enforce their rights, Users are kindly asked to preferably report related complaints using the contact details provided in this document.

Rights regarding content on WaterWell, LLC (DBA HealthySimulation.com) - All rights reserved

The Owner holds and reserves all intellectual property rights for any such content.

Users may not, therefore, use such content in any way that is not necessary or implicit in the proper use of the Service.

In particular, but without limitation, Users may not copy, download, share (beyond the limits set forth below), modify, translate, transform, publish, transmit, sell, sublicense, edit, transfer/assign to third parties or create derivative works from the content available on WaterWell, LLC (DBA HealthySimulation.com), nor allow any third party to do so through the User or their device, even without the User's knowledge.

Where explicitly stated on WaterWell, LLC (DBA HealthySimulation.com), the User may download, copy and/or share some content available through WaterWell, LLC (DBA HealthySimulation.com) for its sole personal and non-commercial use and provided that the copyright attributions and all the other attributions requested by the Owner are correctly implemented.

Any applicable statutory limitation or exception to copyright shall stay unaffected.

Content provided by Users

The Owner allows Users to upload, share or provide their own content to WaterWell, LLC (DBA HealthySimulation.com).

By providing content to WaterWell, LLC (DBA HealthySimulation.com), Users confirm that they are legally allowed to do so and that they are not infringing any statutory provisions and/or third-party rights.

Further insights regarding acceptable content can be found inside the section of these Terms which detail the acceptable uses.

Users acknowledge and accept that by providing their own content to WaterWell, LLC (DBA HealthySimulation.com) they grant the Owner a non-exclusive, worldwide, fully paid-up and royalty-free, irrevocable, perpetual (or for the entire protection term),

sub-licensable and transferable license to use, access, store, reproduce, modify, distribute, publish, process into derivative works, broadcast, stream, transmit or otherwise exploit such content to provide and promote its Service in any media or manner.

To the extent permitted by applicable law, Users waive any moral rights in connection with content they provide to WaterWell, LLC (DBA HealthySimulation.com).

Users acknowledge, accept and confirm that all content they provide through WaterWell, LLC (DBA HealthySimulation.com) is provided subject to the same general conditions set forth for content on WaterWell, LLC (DBA HealthySimulation.com).

Liability for provided content

Users are solely liable for any content they upload, post, share, or provide through WaterWell, LLC (DBA HealthySimulation.com). Users acknowledge and accept that **the Owner does not filter or moderate such content**.

However, the Owner reserves the right to remove, delete or block such content at its own discretion and, without prior notice, to deny the uploading User access to WaterWell, LLC (DBA HealthySimulation.com):

- upon becoming aware of any (alleged) violation of these Terms, any third-party rights, or applicable law, based on such content;
- if a notice of infringement of intellectual property rights is received;
- if a notice of violation of a third party's privacy, including their intimate privacy, is received;
- upon order of a public authority; or
- where the Owner is made aware that the content, while being accessible via WaterWell, LLC (DBA HealthySimulation.com), may represent a risk for Users, third parties and/or the availability of the Service.

The removal, deletion or blocking of content shall not entitle Users that have provided such content or that are liable for it, to any claims for compensation, damages or reimbursement.

Users agree to hold the Owner harmless from and against any claim asserted and/or damage suffered due to content they provided to or provided through WaterWell, LLC (DBA HealthySimulation.com).

Access to external resources

Through WaterWell, LLC (DBA HealthySimulation.com) Users may have access to external resources provided by third parties. Users acknowledge and accept that the Owner has no control over such resources and is therefore not responsible for their content and availability.

Conditions applicable to any resources provided by third parties, including those applicable to any possible grant of rights in content, result from each such third parties' terms and conditions or, in the absence of those, applicable statutory law.

In particular, on WaterWell, LLC (DBA HealthySimulation.com) Users may see advertisements provided by third parties. The Owner does not control or moderate the advertisements displayed via WaterWell, LLC (DBA HealthySimulation.com). If Users click on any such advertisement, they will be interacting with any third party responsible for that advertisement.

The Owner is not responsible for any matters resulting from such interaction with third parties, such as anything resulting from visiting third-party websites or using third-party content.

How to file a takedown notice (called a "DMCA notice")

If copyright holders or their agents believe that any content on WaterWell, LLC (DBA HealthySimulation.com) infringes upon their copyrights, they may submit a notification pursuant to the Digital Millennium Copyright Act ("DMCA") by providing the Owner's Copyright Agent with the following information in writing (see 17 U.S.C 512(c)(3) for further detail):

- A physical or electronic signature of a person authorized to act on behalf of the holder of an exclusive right that is allegedly infringed;
- Identification of the copyrighted work claimed to have been infringed, or, if multiple copyrighted works at a single online site are covered by a single notification, a representative list of such works at that site;
- Identification of the material that is claimed to be infringing or to be the subject of infringing activity and that is to be removed or access to which is to be disabled and information reasonably sufficient to permit the Owner to locate the material;
- Information reasonably sufficient to permit the Owner to contact the notifying party, such as an address, telephone number, and, if available, an electronic mail;
- A statement that the notifying party has a good faith belief that use of the material in the manner complained of is not authorized by the copyright owner, its agent, or the law; and
- A statement that the information in the notification is accurate, and under penalty of perjury, that the notifying party is authorized to act on behalf of the owner of an exclusive right that is allegedly infringed.

Failure to comply with all of the requirements outlined above may result in invalidity of the DMCA notice.

Copyright infringement notifications may be addressed to the Owner's Copyright Agent at the contact details specified in this document.

Acceptable use

WaterWell, LLC (DBA HealthySimulation.com) and the Service may only be used within the scope of what they are provided for, under these Terms and applicable law.

Users are solely responsible for making sure that their use of WaterWell, LLC (DBA HealthySimulation.com) and/or the Service violates no applicable law, regulations or third-party rights.

Therefore, **the Owner reserves the right to take any appropriate measure to protect its legitimate interests including by denying Users access to WaterWell, LLC (DBA HealthySimulation.com) or the Service, terminating contracts, reporting any misconduct performed through WaterWell, LLC (DBA HealthySimulation.com) or the Service to the competent authorities – such as judicial or administrative authorities - whenever Users engage or are suspected to engage in any of the following activities:**

- violate laws, regulations and/or these Terms;
- infringe any third-party rights;
- considerably impair the Owner's legitimate interests;
- offend the Owner or any third party.

TERMS AND CONDITIONS OF SALE

Paid Products/Services

Some of the Products provided on WaterWell, LLC (DBA HealthySimulation.com), as part of the Service, are provided on the basis of payment.

The fees, duration and conditions applicable to the purchase of such Products or Services (hereinafter "Products") are described below and in the dedicated sections of WaterWell, LLC (DBA HealthySimulation.com).

To purchase Products, the User must register or log into WaterWell, LLC (DBA HealthySimulation.com).

If your purchase includes an online Program or Membership site access, you will use a unique username (your email address) and password that only you should use to access the Content. Sharing log-in information, call-in numbers, passwords, and protected links with anyone else is prohibited and will result in removal from the program or services.

Product and/or Services Descriptions ("Products")

Prices, descriptions or availability of Products are outlined in the respective sections of WaterWell, LLC (DBA HealthySimulation.com) and are subject to change without notice.

While Products on WaterWell, LLC (DBA HealthySimulation.com) are presented with the greatest accuracy technically possible, representation on WaterWell, LLC (DBA HealthySimulation.com) through any means (including, as the case may be, graphic material, images, colors, sounds) is for reference only and implies no warranty as to the characteristics of the purchased Product.

The characteristics of the chosen Product will be outlined during the purchasing process.

General Description: The Company, in conjunction with third-party presenters, speakers and professionals, provides certain Services in the form of access to a variety of educational resources and training materials sharing the latest in healthcare simulation research, tutorials, product demonstrations, operational guides, professional development and more, delivered digitally and through webinars, video and audio recordings, online courses, email newsletters, social media posts or programs. The Company will deliver the program content online through the program website, or as otherwise indicated on your Order form page.

Subscription Platform Options

Individual Annual Subscription: This option provides customers with access, on an annual basis, to all scheduled webinars delivered during the membership period as well as to all previously recorded webinars still available in the online library, as well as additional website functionalities such as personalized content, and featured content, as deemed exclusive to paying subscribers of HealthySimulation.com.

Institutional Annual Subscription: This option provides customers and a specific number of customer institutional colleagues with access, on an annual basis, to all scheduled webinars delivered during the membership period as well as to all previously recorded webinars still available in the online library, as well as additional website functionalities such as personalized content, and featured content, as deemed exclusive to paying subscribers of HealthySimulation.com.

Purchasing Process

Any steps taken from choosing a Product to order submission form part of the purchasing process.

The purchasing process includes these steps:

- Users must choose the desired Product and verify their purchase selection.
- After having reviewed the information displayed in the purchase selection, Users may place the order by submitting it.

Order Submission

When the User submits an order, the following applies:

- The submission of an order determines contract conclusion and therefore creates for the User the obligation to pay the price, taxes and possible further fees and expenses, as specified on the order page.
- In case the purchased Product requires an action from the User, such as the provision of personal information or data, specifications or special wishes, the order submission creates an obligation for the User to cooperate accordingly.
- Upon submission of the order, Users will receive a receipt confirming that the order has been received.
- All notifications related to the described purchasing process shall be sent to the email address provided by the User for such purposes.

Prices

Users are informed during the purchasing process and before order submission, about any fees, taxes and costs (including, if any, delivery costs) that they will be charged.

Prices on WaterWell, LLC (DBA HealthySimulation.com) are displayed including all applicable fees, taxes and costs.

Offers and Discounts

The Owner may offer discounts or provide special offers for the purchase of Products. Any such offer or discount shall always be subject to the eligibility criteria and the terms and conditions set out in the corresponding section of WaterWell, LLC (DBA HealthySimulation.com).

Offers and discounts are always granted at the Owner's sole discretion. Repeated or recurring offers or discounts create no claim/title or right that Users may enforce in the future.

Depending on the case, discounts or offers shall be valid for a limited time only or while stocks last. If an offer or discount is limited by time, the time indications refer to the time zone of the Owner, as indicated in the Owner's location details in this document, unless otherwise specified.

Coupons

Offers or discounts can be based on Coupons.

If breach of the conditions applicable to Coupons occurs, the Owner can legitimately refuse to fulfill its contractual obligations and expressly reserves the right to take appropriate legal action to protect its rights and interests.

Unless otherwise stated, these rules apply to the use of Coupons:

- Each Coupon is only valid when used in the manner and within the timeframe specified on the website and/or the Coupon;
- A Coupon may only be applied, in its entirety, at the actual time of purchase – partial use is not permitted;
- Single-use Coupons may only be used once per purchase and may not be applied multiple times;
- A Coupon cannot be applied cumulatively;
- The Coupon must be redeemed exclusively within the time specified in the offer. After this period, the Coupon will automatically expire;
- The User is not entitled to any credit/refund/compensation if there is a difference between the value of the Coupon and the redeemed value;
- The Coupon is intended solely for non-commercial use. Any reproduction, counterfeiting and commercial trade of the Coupon is strictly forbidden.

Methods of Payment

Information related to accepted payment methods is made available during the purchasing process.

All payments are independently processed through third-party services. Therefore, WaterWell, LLC (DBA HealthySimulation.com) does not collect any payment information – such as credit card details – but only receives a notification

once the payment has been successfully completed.

Payment is required before beginning the program or services, as indicated on your Order form, and may be a one-time fee, or a recurring fee. You agree to pay the amount agreed and not to cancel this transaction with your bank or credit card company.

Communications

The online community associated with the Program is intended to be supportive, respectful and positive. Communicating disrespectfully constitutes grounds for removal, at the sole discretion of the Company.

Reservation of Rights

Company reserves the right to remove you from the Program or Services for cause, including breach of contract or other inappropriate actions. Your exclusive remedy, if any, will be limited to a refund of any amount paid.

Media Consent

Without expectation of compensation, you consent to the Company capturing and using your image, likeness, and voice in media created during Programs or Services for marketing purposes.

Data Scraping Prohibited

Data scraping or data mining of any kind from this website, or from any platforms or online forums operated by the Company, is strictly prohibited and will result in immediate removal without refund.

Authorization

You warrant that you have the authority to act on behalf of your Institution, Organization, or Company, and to bind it to this Agreement if subscribing on its behalf.

Voidability

This Agreement is not voidable or cancellable except by the Company's express written consent. Not logging in or not accessing the Program does not void the Agreement or permit a refund.

Retention of Usage Rights

Users do not acquire any rights to use the purchased Product until the total purchase price is received by the Owner.

Delivery

The purchased service shall be performed or made available within the timeframe specified on WaterWell, LLC (DBA HealthySimulation.com) or as communicated before the order submission.

Contract Duration

Term: Your contract duration for Products or Services purchased will be effective consistent with the term indicated on your Order form or Order page. Failure to pay will result in termination of access.

Subscriptions

Subscriptions allow Users to receive a Product continuously or regularly over time. Details regarding the type of subscription and termination are outlined below.

Fixed-Term Subscriptions

Paid fixed-term subscriptions start on the day the payment is received and last for the subscription period chosen by the User.

Automatic Renewal

Subscriptions are automatically renewed through the payment method used during purchase. The renewed subscription will last for a period equal to the original term. A reminder will be sent in advance.

Termination

Subscriptions may be terminated by sending notice to the Owner or through account controls. Termination takes effect after the current period ends.

Exception for Consumers Based in Germany

Subscriptions automatically extend for an unlimited period unless terminated before expiration. After extension, the subscription may be terminated monthly.

Provision of Personal Data

To access or receive some Products, Users may be required to provide their personal data as indicated on WaterWell, LLC (DBA HealthySimulation.com).

User rights

Right of withdrawal

Unless exceptions apply, the User may be eligible to withdraw from the contract within the period specified below (generally 14 days), for any reason and without justification. Users can learn more about the withdrawal conditions within this section.

Exercising the right of withdrawal

To exercise their right of withdrawal, Users must send to the Owner an unequivocal statement of their intention to withdraw from the contract.

To this end, Users may use the model withdrawal form available from within the “definitions” section of this document. Users are, however, free to express their intention to withdraw from the contract by making an unequivocal statement in any other suitable way. In order to meet the deadline within which they can exercise such right, Users must send the withdrawal notice before the withdrawal period expires.

When does the withdrawal period expire?

- **In case of purchase of a digital content not supplied in a tangible medium**, the withdrawal period expires 14 days after the day that the contract is entered into, unless the User has waived the withdrawal right.

Effects of withdrawal

Users who correctly withdraw from a contract will be reimbursed by the Owner for all payments made to the Owner, including, if any, those covering the costs of delivery.

However, any additional costs resulting from the choice of a particular delivery method other than the least expensive type of standard delivery offered by the Owner, will not be reimbursed.

Such reimbursement shall be made without undue delay and, in any event, no later than 14 days from the day on which the Owner is informed of the User’s decision to withdraw from the contract. Unless otherwise agreed with the User, reimbursements will be made using the same means of payment as used to process the initial transaction. In any event, the User shall not incur any costs or fees as a result of such reimbursement.

UK User rights

Right to cancel

Unless exceptions apply, Users who are Consumers in the United Kingdom have a legal right of cancellation under UK law and may be eligible to withdraw from contracts made online (distance contracts) within the period specified below (generally 14 days), for any reason and without justification.

Users that do not qualify as Consumers, cannot benefit from the rights described in this section. Users can learn more about the cancellation conditions within this section.

Exercising the right to cancel

To exercise their right to cancel, Users must send to the Owner an unequivocal statement of their intention to withdraw from the contract. To this end, Users may use the model withdrawal form available from within the “definitions” section of this document. Users are, however, free to express their intention to withdraw from the contract by making an unequivocal statement in any other

suitable way. In order to meet the deadline within which they can exercise such right, Users must send the withdrawal notice before the cancellation period expires.

When does the cancellation period expire?

- **In case of purchase of a digital content not supplied in a tangible medium**, the cancellation period expires 14 days after the day that the contract is entered into, unless the User has waived the right to cancel.

Effects of cancellation

Users who correctly withdraw from a contract will be reimbursed by the Owner for all payments made to the Owner, including, if any, those covering the costs of delivery.

However, any additional costs resulting from the choice of a particular delivery method other than the least expensive type of standard delivery offered by the Owner, will not be reimbursed.

Such reimbursement shall be made without undue delay and, in any event, no later than 14 days from the day on which the Owner is informed of the User's decision to withdraw from the contract. Unless otherwise agreed with the User, reimbursements will be made using the same means of payment as used to process the initial transaction. In any event, the User shall not incur any costs or fees as a result of such reimbursement.

Brazilian User rights

Right of regret

Unless an applicable exception is stated below, Users who are Consumers in Brazil have a legal right of regret under Brazilian law. This means that the Consumer has the right to withdraw from contracts made online (distance contracts or any contract signed away from business premises) within seven (7) days of the date the contract was entered into or the receipt of the product or service, for any reason and without justification. Users that do not qualify as Consumers, cannot benefit from the rights described in this section. The right of regret may be exercised by the Consumer via contact channels listed at the beginning of this document and in accordance with the guidelines in this section.

Exercising the right of regret

To exercise their right of regret, Users must send to the Owner an unequivocal statement of their intention to withdraw from the contract. To this end, Users may use the model withdrawal form available from within the "definitions" section of this document. Users are, however, free to express their intention to withdraw from the contract by making an unequivocal statement in any other suitable way. In order to meet the deadline within which they can exercise such right, Users must send the regret notice before the regret period expires. When does the regret period expire?

- **In the event of the purchase of digital content**, the regret period expires seven (7) days after the day that the contract is entered into and only if the digital content has not yet been provided and integrated into the Consumer's device.

Effects of regret

Users who correctly withdraw from a contract will be reimbursed by the Owner for all payments made to the Owner, including, if any, those covering the costs of delivery.

However, any additional costs resulting from the choice of a particular delivery method other than the least expensive type of standard delivery offered by the Owner, will not be reimbursed.

Such reimbursement shall be made without undue delay and, in any event, no later than 14 days from the day on which the Owner is informed of the User's decision to withdraw from the contract or the actual return of the product, whichever occurs later. Unless otherwise agreed with the User, reimbursements will be made using the same means of payment as used to process the initial transaction. In any event, the User shall not incur any costs or fees as a result of such reimbursement.

Guarantees

Legal guarantee of conformity for Digital Products under EU law

Under EU law, for a minimum period of 2 years from delivery or, in case of Digital Products supplied continuously for more than 2 years for the entire supply period, traders guarantee conformity of the Digital Products they provide to Consumers.

Where Users qualify as European Consumers, the legal guarantee of conformity applies to the Digital Products available on WaterWell, LLC (DBA HealthySimulation.com) in accordance with the laws of the country of their habitual residence.

National laws of such country may grant Users broader rights.

Legal guarantee of conformity for services for Consumers in Brazil

The legal guarantee applicable to services sold by WaterWell, LLC (DBA HealthySimulation.com) complies with the following terms, according to the Consumer Protection Code:

- non-durable services shall have a thirty-day (30 day) guarantee; and
- durable services shall have a ninety-day (90 day) guarantee.

The warranty period starts from the end of the performance of services.

The warranty is not applicable in cases of service misuse, natural events or if it has been subjected to any maintenance other than that provided by WaterWell, LLC (DBA HealthySimulation.com).

The warranty may be claimed through the contact channels provided by WaterWell, LLC (DBA HealthySimulation.com). If applicable, the Owner shall bear the costs of shipping any goods for technical assessment. The Owner, at its own discretion, may also offer a contractual warranty in addition to the legal warranty.

The regulations applicable to contractual warranties can be found in the specifications provided by WaterWell, LLC (DBA HealthySimulation.com).

If no such information is provided, only the statutory provisions shall apply.

Money-back-guarantee for services

Without prejudice to any applicable statutory rights, the Owner grants Users the right to cancel the purchase of a service they are unsatisfied with, and obtain a refund, within 30 days from the day on which the contract was entered into.

The Owner shall refund the price of the Product purchased using the same payment method as the original transaction. In order to make use of this right, Users must send an unambiguous notice to the Owner. While a motivation is not required, Users are kindly asked to specify the reason why they are claiming the money-back-guarantee.

Upon receipt of such notice, the Owner will verify that all conditions applicable to the money-back-guarantee are fulfilled and, if so, refund the purchase price. In this case, Users will no longer have access to the purchased service.

The above does not affect the Users' rights to seek remedy free of charge in the event of a lack of conformity of the Product under applicable law.

REFUND POLICY

Our refund policy for our various services and offerings are as follows:

30-Day Money Back Guarantee

If for any reason you're not satisfied with your new subscription, simply e-mail support@healthysimulation.com during your first 30 days and we will cancel your subscription and refund your money, no questions asked.

Annual Subscriptions

After the first 30 days, subscriptions may be canceled at any time, but no refunds will be provided. Customers will have access to account materials until the paid subscription period concludes.

LIABILITY AND INDEMNIFICATION

UNLESS OTHERWISE EXPLICITLY STATED OR AGREED WITH USERS, THE OWNER'S LIABILITY FOR DAMAGES IN CONNECTION WITH THE EXECUTION OF THE AGREEMENT SHALL BE EXCLUDED, LIMITED AND/OR REDUCED TO THE MAXIMUM EXTENT PERMITTED BY APPLICABLE LAW.

INDEMNIFICATION

THE USER AGREES TO INDEMNIFY AND HOLD THE OWNER AND ITS SUBSIDIARIES, AFFILIATES, OFFICERS, DIRECTORS, AGENTS, CO-BRANDERS, PARTNERS AND EMPLOYEES HARMLESS FROM AND AGAINST ANY CLAIM OR DEMAND — INCLUDING BUT NOT LIMITED TO LAWYER'S FEES AND COSTS — MADE BY ANY THIRD PARTY DUE TO OR IN RELATION WITH ANY CULPABLE VIOLATION OF THESE TERMS, THIRD-PARTY RIGHTS OR STATUTORY PROVISIONS CONNECTED TO THE USE OF THE SERVICE BY THE USER OR ITS AFFILIATES, OFFICERS, DIRECTORS, AGENTS, CO-BRANDERS, PARTNERS AND EMPLOYEES TO THE EXTENT ALLOWED BY APPLICABLE LAW.

THE ABOVE ALSO APPLIES TO ANY CLAIMS EXERCISED BY THIRD PARTIES (INCLUDING BUT NOT LIMITED TO THE OWNER'S CLIENTS OR CUSTOMERS) AGAINST THE OWNER RELATED TO DIGITAL PRODUCTS PROVIDED BY THE USER SUCH AS, FOR INSTANCE, CONFORMITY CLAIMS.

LIMITATION OF LIABILITY

UNLESS OTHERWISE EXPLICITLY STATED AND WITHOUT PREJUDICE TO APPLICABLE LAW, USERS SHALL HAVE NO RIGHT TO CLAIM DAMAGES AGAINST THE OWNER (OR ANY NATURAL OR LEGAL PERSON ACTING ON ITS BEHALF).

THIS DOES NOT APPLY TO DAMAGES TO LIFE, HEALTH OR PHYSICAL INTEGRITY, DAMAGES RESULTING FROM THE BREACH OF MATERIAL CONTRACTUAL OBLIGATIONS SUCH AS ANY OBLIGATION STRICTLY NECESSARY TO ACHIEVE THE PURPOSE OF THE CONTRACT, AND/OR DAMAGES RESULTING FROM INTENT OR GROSS NEGLIGENCE, AS LONG AS HEALTHYSIMULATION.COM HAS BEEN APPROPRIATELY AND CORRECTLY USED BY THE USER.

UNLESS DAMAGES HAVE BEEN CAUSED BY WAY OF INTENT OR GROSS NEGLIGENCE, OR THEY AFFECT LIFE, HEALTH OR PHYSICAL INTEGRITY, THE OWNER SHALL ONLY BE LIABLE TO THE EXTENT OF TYPICAL AND FORESEEABLE DAMAGES AT THE MOMENT THE CONTRACT WAS ENTERED INTO.

AUSTRALIAN USERS

LIMITATION OF LIABILITY NOTHING IN THESE TERMS EXCLUDES, RESTRICTS OR MODIFIES ANY GUARANTEE, CONDITION, WARRANTY, RIGHT OR REMEDY WHICH THE USER MAY HAVE UNDER THE COMPETITION AND CONSUMER ACT 2010 (CTH) OR ANY SIMILAR STATE AND TERRITORY LEGISLATION AND WHICH CANNOT BE EXCLUDED, RESTRICTED OR MODIFIED (NON-EXCLUDABLE RIGHT). TO THE FULLEST EXTENT PERMITTED BY LAW, OUR LIABILITY TO THE USER, INCLUDING LIABILITY FOR A BREACH OF A NON-EXCLUDABLE RIGHT AND LIABILITY WHICH IS NOT OTHERWISE EXCLUDED UNDER THESE TERMS, IS LIMITED, AT THE OWNER'S SOLE DISCRETION, TO THE RE-PERFORMANCE OF THE SERVICES OR THE PAYMENT OF THE COST OF HAVING THE SERVICES SUPPLIED AGAIN.

US USERS

DISCLAIMER OF WARRANTIES

HEALTHYSIMULATION.COM IS PROVIDED STRICTLY ON AN "AS IS" AND "AS AVAILABLE" BASIS. USE OF THE SERVICE IS AT USERS' OWN RISK. TO THE MAXIMUM EXTENT PERMITTED BY APPLICABLE LAW, THE OWNER EXPRESSLY DISCLAIMS ALL CONDITIONS, REPRESENTATIONS, AND WARRANTIES — WHETHER EXPRESS, IMPLIED, STATUTORY OR OTHERWISE, INCLUDING, BUT NOT LIMITED TO, ANY IMPLIED WARRANTY OF MERCHANTABILITY, FITNESS FOR A PARTICULAR PURPOSE, OR NON-INFRINGEMENT OF THIRD-PARTY RIGHTS. NO ADVICE OR INFORMATION, WHETHER ORAL OR WRITTEN, OBTAINED BY THE USER FROM THE OWNER OR THROUGH THE SERVICE WILL CREATE ANY WARRANTY NOT EXPRESSLY STATED HEREIN.

WITHOUT LIMITING THE FOREGOING, THE OWNER, ITS SUBSIDIARIES, AFFILIATES, LICENSORS, OFFICERS, DIRECTORS, AGENTS, CO-BRANDERS, PARTNERS, SUPPLIERS AND EMPLOYEES DO NOT WARRANT THAT THE CONTENT IS ACCURATE, RELIABLE OR CORRECT; THAT THE SERVICE WILL MEET USERS' REQUIREMENTS; THAT THE SERVICE WILL BE AVAILABLE AT ANY PARTICULAR TIME OR LOCATION, UNINTERRUPTED OR SECURE; THAT ANY DEFECTS OR ERRORS WILL BE CORRECTED; OR THAT THE SERVICE IS FREE OF VIRUSES OR OTHER HARMFUL COMPONENTS. ANY CONTENT DOWNLOADED OR OTHERWISE OBTAINED THROUGH THE USE OF THE SERVICE IS DOWNLOADED AT USERS' OWN RISK AND USERS SHALL BE SOLELY RESPONSIBLE FOR ANY DAMAGE TO USERS' COMPUTER SYSTEM OR MOBILE DEVICE OR LOSS OF DATA THAT RESULTS FROM SUCH DOWNLOAD OR USERS' USE OF THE SERVICE.

THE OWNER DOES NOT WARRANT, ENDORSE, GUARANTEE, OR ASSUME RESPONSIBILITY FOR ANY PRODUCT OR SERVICE ADVERTISED OR OFFERED BY A THIRD PARTY THROUGH THE SERVICE OR ANY HYPERLINKED WEBSITE OR SERVICE, AND THE OWNER SHALL NOT BE A PARTY TO OR IN ANY WAY MONITOR ANY TRANSACTION BETWEEN USERS AND THIRD-PARTY PROVIDERS OF PRODUCTS OR SERVICES.

THE SERVICE MAY BECOME INACCESSIBLE OR IT MAY NOT FUNCTION PROPERLY WITH USERS' WEB BROWSER, MOBILE DEVICE, AND/OR OPERATING SYSTEM. THE OWNER CANNOT BE HELD LIABLE FOR ANY PERCEIVED OR ACTUAL DAMAGES ARISING FROM SERVICE CONTENT, OPERATION, OR USE OF THIS SERVICE.

FEDERAL LAW, SOME STATES, AND OTHER JURISDICTIONS, DO NOT ALLOW THE EXCLUSION AND LIMITATIONS OF CERTAIN IMPLIED WARRANTIES. THE ABOVE EXCLUSIONS MAY NOT APPLY TO USERS. THIS AGREEMENT GIVES USERS SPECIFIC LEGAL RIGHTS, AND USERS MAY ALSO HAVE OTHER RIGHTS WHICH VARY FROM STATE TO STATE. THE DISCLAIMERS AND EXCLUSIONS UNDER THIS AGREEMENT SHALL NOT APPLY TO THE EXTENT PROHIBITED BY APPLICABLE LAW.

MEDICAL DISCLAIMER

THE INFORMATION, PROGRAMS, OR SERVICES CONTAINED HEREIN ARE NOT SUBSTITUTES FOR ANY PROFESSIONAL ADVICE OR TREATMENT, INCLUDING THE ADVICE AND TREATMENT OF A LICENSED HEALTH CARE PROFESSIONAL. YOU SHOULD CONSULT YOUR PHYSICIAN OR OTHER HEALTH CARE PROFESSIONAL BEFORE MAKING OR STARTING ANY FITNESS, NUTRITION, OR HEALTH RELATED PROGRAM TO DETERMINE IF IT IS RIGHT FOR YOUR NEEDS. THE INFORMATION OFFERED THROUGH THIS SITE IS EDUCATIONAL ONLY AND DOES NOT REPLACE PROFESSIONAL MEDICAL ADVICE, DIAGNOSIS OR TREATMENT. IF YOU HAVE QUESTIONS OR SITUATIONS REQUIRING PROFESSIONAL OR MEDICAL ADVICE, YOU SHOULD CONSULT WITH AN APPROPRIATELY TRAINED AND QUALIFIED SPECIALIST, SUCH AS A LICENSED PHYSICIAN, PSYCHOLOGIST, OR OTHER HEALTH PROFESSIONAL. NEVER DISREGARD THE MEDICAL ADVICE OF A PSYCHOLOGIST OR OTHER HEALTH PROFESSIONAL, OR DELAY IN SEEKING SUCH ADVICE BECAUSE OF THE INFORMATION OFFERED OR PROVIDED WITHIN OR THROUGH THE PROGRAM, SERVICES OR WEBSITE.

LIMITATIONS OF LIABILITY

TO THE MAXIMUM EXTENT PERMITTED BY APPLICABLE LAW, IN NO EVENT SHALL THE OWNER, AND ITS SUBSIDIARIES, AFFILIATES, OFFICERS, DIRECTORS, AGENTS, CO-BRANDERS, PARTNERS, SUPPLIERS AND EMPLOYEES BE LIABLE FOR:

- ANY INDIRECT, PUNITIVE, INCIDENTAL, SPECIAL, CONSEQUENTIAL OR EXEMPLARY DAMAGES, INCLUDING WITHOUT LIMITATION DAMAGES FOR LOSS OF PROFITS, GOODWILL, USE, DATA OR OTHER INTANGIBLE LOSSES, ARISING OUT OF OR RELATING TO THE USE OF, OR INABILITY TO USE, THE SERVICE; AND
- ANY DAMAGE, LOSS OR INJURY RESULTING FROM HACKING, TAMPERING OR OTHER UNAUTHORIZED ACCESS OR USE OF THE SERVICE OR USER ACCOUNT OR THE INFORMATION CONTAINED THEREIN;
- ANY ERRORS, MISTAKES, OR INACCURACIES OF CONTENT;
- PERSONAL INJURY OR PROPERTY DAMAGE, OF ANY NATURE WHATSOEVER, RESULTING FROM USER ACCESS TO OR USE OF THE SERVICE;
- ANY UNAUTHORIZED ACCESS TO OR USE OF THE OWNER'S SECURE SERVERS AND/OR ANY AND ALL PERSONAL INFORMATION STORED THEREIN;
- ANY INTERRUPTION OR CESSATION OF TRANSMISSION TO OR FROM THE SERVICE;
- ANY BUGS, VIRUSES, TROJAN HORSES, OR THE LIKE THAT MAY BE TRANSMITTED TO OR THROUGH THE SERVICE;
- ANY ERRORS OR OMISSIONS IN ANY CONTENT OR FOR ANY LOSS OR DAMAGE INCURRED AS A RESULT OF THE USE OF ANY CONTENT POSTED, EMAILED, TRANSMITTED, OR OTHERWISE MADE AVAILABLE THROUGH THE SERVICE; AND/OR
- THE DEFAMATORY, OFFENSIVE, OR ILLEGAL CONDUCT OF ANY USER OR THIRD PARTY.

IN NO EVENT SHALL THE OWNER, AND ITS SUBSIDIARIES, AFFILIATES, OFFICERS, DIRECTORS, AGENTS, CO-BRANDERS, PARTNERS, SUPPLIERS AND EMPLOYEES BE LIABLE FOR ANY CLAIMS, PROCEEDINGS, LIABILITIES, OBLIGATIONS, DAMAGES, LOSSES OR COSTS IN AN AMOUNT EXCEEDING THE AMOUNT PAID BY USER TO THE OWNER HEREUNDER IN THE PRECEDING 12 MONTHS, OR THE PERIOD OF DURATION OF THIS AGREEMENT BETWEEN THE OWNER AND USER, WHICHEVER IS SHORTER.

THIS LIMITATION OF LIABILITY SECTION SHALL APPLY TO THE FULLEST EXTENT PERMITTED BY LAW IN THE APPLICABLE JURISDICTION WHETHER THE ALLEGED LIABILITY IS BASED ON CONTRACT, TORT, NEGLIGENCE, STRICT LIABILITY, OR ANY OTHER BASIS, EVEN IF THE USER HAS BEEN ADVISED OF THE POSSIBILITY OF SUCH DAMAGE.

SOME JURISDICTIONS DO NOT ALLOW THE EXCLUSION OR LIMITATION OF INCIDENTAL OR CONSEQUENTIAL DAMAGES, THEREFORE THE ABOVE LIMITATIONS OR EXCLUSIONS MAY NOT APPLY TO THE USER. THE TERMS GIVE USER SPECIFIC LEGAL RIGHTS, AND USER MAY ALSO HAVE OTHER RIGHTS WHICH VARY FROM JURISDICTION TO JURISDICTION. THE DISCLAIMERS, EXCLUSIONS, AND LIMITATIONS OF LIABILITY UNDER THE TERMS SHALL NOT APPLY TO THE EXTENT PROHIBITED BY APPLICABLE LAW.

INDEMNIFICATION

THE USER AGREES TO DEFEND, INDEMNIFY AND HOLD THE OWNER AND ITS SUBSIDIARIES, AFFILIATES, OFFICERS, DIRECTORS, AGENTS, CO-BRANDERS, PARTNERS, SUPPLIERS AND EMPLOYEES HARMLESS FROM AND AGAINST ANY AND ALL CLAIMS OR DEMANDS, DAMAGES, OBLIGATIONS, LOSSES, LIABILITIES, COSTS OR DEBT, AND EXPENSES, INCLUDING, BUT NOT LIMITED TO, LEGAL FEES AND EXPENSES, ARISING FROM:

-USER'S USE OF AND ACCESS TO THE SERVICE, INCLUDING ANY DATA OR CONTENT TRANSMITTED OR RECEIVED BY USER;

-USER'S VIOLATION OF THESE TERMS, INCLUDING, BUT NOT LIMITED TO, USER'S BREACH OF ANY OF THE REPRESENTATIONS AND WARRANTIES SET FORTH IN THESE TERMS;

-USER'S VIOLATION OF ANY THIRD-PARTY RIGHTS, INCLUDING, BUT NOT LIMITED TO, ANY RIGHT OF PRIVACY OR INTELLECTUAL PROPERTY RIGHTS;

-USER'S VIOLATION OF ANY STATUTORY LAW, RULE, OR REGULATION;

-ANY CONTENT THAT IS SUBMITTED FROM USER'S ACCOUNT, INCLUDING THIRD PARTY ACCESS WITH USER'S UNIQUE USERNAME, PASSWORD OR OTHER SECURITY MEASURE, IF APPLICABLE, INCLUDING, BUT NOT LIMITED TO, MISLEADING, FALSE, OR INACCURATE INFORMATION;

-USER'S WILFUL MISCONDUCT; OR

-STATUTORY PROVISION BY USER OR ITS AFFILIATES, OFFICERS, DIRECTORS, AGENTS, CO-BRANDERS, PARTNERS, SUPPLIERS AND EMPLOYEES TO THE EXTENT ALLOWED BY APPLICABLE LAW.

Common provisions

No Waiver

The Owner's failure to assert any right or provision under these Terms shall not constitute a waiver of any such right or provision. No waiver shall be considered a further or continuing waiver of such term or any other term.

Service interruption

To ensure the best possible service level, the Owner reserves the right to interrupt the Service for maintenance, system updates or any other changes, informing the Users appropriately.

Within the limits of law, the Owner may also decide to suspend or discontinue the Service altogether. If the Service is discontinued, the Owner will cooperate with Users to enable them to withdraw personal data or information and will respect Users' rights relating to continued product use and/or compensation, as provided for by applicable law.

Additionally, the Service might not be available due to reasons outside the Owner's reasonable control, such as "force majeure" events (infrastructural breakdowns or blackouts etc.).

Service reselling

Users may not reproduce, duplicate, copy, sell, resell or exploit any portion of WaterWell, LLC (DBA HealthySimulation.com) and of its Service without the Owner's express prior written permission, granted either directly or through a legitimate reselling program.

Privacy policy

To learn more about the use of their personal data, Users may refer to the privacy policy of WaterWell, LLC (DBA HealthySimulation.com).

Intellectual property rights

Without prejudice to any more specific provision of these Terms, any intellectual property rights, such as copyrights, trademark rights, patent rights and design rights related to WaterWell, LLC (DBA HealthySimulation.com) are the exclusive property of the Owner or its licensors and are subject to the protection granted by applicable laws or international treaties relating to intellectual property.

All trademarks — nominal or figurative — and all other marks, trade names, service marks, word marks, illustrations, images, or logos appearing in connection with WaterWell, LLC (DBA HealthySimulation.com) are, and remain, the exclusive property of the Owner or its licensors and are subject to the protection granted by applicable laws or international treaties related to intellectual property.

Changes to these Terms

The Owner reserves the right to amend or otherwise modify these Terms at any time. In such cases, the Owner will appropriately inform the User of these changes.

Such changes will only affect the relationship with the User from the date communicated to Users onwards.

The continued use of the Service will signify the User's acceptance of the revised Terms. If Users do not wish to be bound by the changes, they must stop using the Service and may terminate the Agreement.

The applicable previous version will govern the relationship prior to the User's acceptance. The User can obtain any previous version from the Owner.

If legally required, the Owner will notify Users in advance of when the modified Terms will take effect.

Assignment of contract

The Owner reserves the right to transfer, assign, dispose of by novation, or subcontract any or all rights or obligations under these Terms, taking the User's legitimate interests into account. Provisions regarding changes of these Terms will apply accordingly.

Users may not assign or transfer their rights or obligations under these Terms in any way, without the written permission of the Owner.

Contacts

All communications relating to the use of WaterWell, LLC (DBA HealthySimulation.com) must be sent using the contact information stated in this document.

Severability

Should any provision of these Terms be deemed or become invalid or unenforceable under applicable law, the invalidity or unenforceability of such provision shall not affect the validity of the remaining provisions, which shall remain in full force and effect.

US Users

Any such invalid or unenforceable provision will be interpreted, construed and reformed to the extent reasonably required to render it valid, enforceable and consistent with its original intent. These Terms constitute the entire Agreement between Users and the Owner with respect to the subject matter hereof, and supersede all other communications, including but not limited to all prior agreements, between the parties with respect to such subject matter. These Terms will be enforced to the fullest extent permitted by law.

EU Users

Should any provision of these Terms be or be deemed void, invalid or unenforceable, the parties shall do their best to find, in an amicable way, an agreement on valid and enforceable provisions thereby substituting the void, invalid or unenforceable parts. In case of failure to do so, the void, invalid or unenforceable provisions shall be replaced by the applicable statutory provisions, if so permitted or stated under the applicable law.

Without prejudice to the above, the nullity, invalidity or impossibility to enforce a particular provision of these Terms shall not nullify the entire Agreement, unless the severed provisions are essential to the Agreement, or of such importance that the parties would not have entered into the contract if they had known that the provision would not be valid, or in cases where the remaining provisions would translate into an unacceptable hardship on any of the parties.

Authoritative version of these Terms

These Terms are drawn up and revised in English. Other language versions of these Terms are provided for information purposes only. In the event of any inconsistency between different linguistic versions, the original version shall always prevail.

Governing law

These Terms are governed by the law of the place where the Owner is based, as disclosed in the relevant section of this document, without regard to conflict of laws principles.

Prevalence of national law

However, regardless of the above, if the law of the country that the User is located in provides for higher applicable consumer protection standards, such higher standards shall prevail.

Exception for Consumers in Switzerland

If the User qualifies as a Consumer in Switzerland, Swiss law will apply.

Exception for Consumers in Brazil

If the User qualifies as a Consumer in Brazil and the product and/or service is commercialized in Brazil, Brazilian law will apply.

Venue of jurisdiction

The exclusive competence to decide on any controversy resulting from or connected to these Terms lies with the courts of the place where the Owner is based, as displayed in the relevant section of this document.

Exception for Consumers in Europe

The above does not apply to any Users that qualify as European Consumers, nor to Consumers based in the United Kingdom, Switzerland, Norway or Iceland.

Exception for Consumers in Brazil

The above does not apply to Users in Brazil that qualify as Consumers.

US Users

Surviving provisions

This Agreement shall continue in effect until it is terminated by either WaterWell, LLC (DBA HealthySimulation.com) or the User. Upon termination, the provisions contained in these Terms that by their context are intended to survive termination or expiration will survive, including but not limited to the following:

- the User's grant of licenses under these Terms shall survive indefinitely;
- the User's indemnification obligations shall survive for a period of five years from the date of termination;
- the disclaimer of warranties and representations, and the stipulations under the section containing indemnity and limitation of liability provisions, shall survive indefinitely.

Accessibility

We are committed to providing a website that is accessible for people with disabilities. As part of this commitment, we have taken steps to adhere to the Web Content Accessibility Guidelines (WCAG), version 2.1 level AA, as developed by the World Wide Web Consortium. We view accessibility as an ongoing effort and are continually improving our website to deliver ever more accessible experiences. If you have any difficulty accessing this website, please contact us at support@healthysimulation.com and provide us notice including a detailed description of the issue encountered. If the issue is readily identifiable and resolvable in accordance with industry-standard information technology tools and techniques, we will make reasonable efforts to address and resolve it.

DISPUTE RESOLUTION & BINDING ARBITRATION

In the event of a dispute arising under or relating to this Agreement, the Content, or the Website (each, a "Dispute") (except in the case of any dispute involving the infringement or alleged infringement of Company's IP, which is governed separately by the Dispute Resolution clause that follows), either party may elect to finally and exclusively resolve the dispute: first, by confidential mediation, to be conducted by a mutually selected, qualified neutral, third-party attorney/mediator located in Las Vegas, Nevada, which mediation may occur in-person, online (via web cams), or telephonically, and shall be scheduled within 30 days of either party providing the other with a request to mediate; second, by confidential, binding arbitration governed by the Federal Arbitration Act ("FAA"). Any election to arbitrate, at any time, shall be final and binding on the other party. **IF EITHER PARTY CHOOSES ARBITRATION, NEITHER PARTY SHALL HAVE THE RIGHT TO LITIGATE SUCH CLAIM IN COURT OR TO HAVE A JURY TRIAL.** Discovery and appeal rights may also be limited in arbitration.

All disputes will be resolved before a neutral arbitrator whose decision shall be final except for a limited right of appeal under the FAA. Any court in Clark County, Nevada may enforce the arbitrator's award. The arbitration may be conducted in person, through the submission of documents, by phone, or online and shall be conducted by a qualified JAMS or similarly experienced arbitrator. If conducted in person, the arbitration shall take place in Las Vegas, Nevada. The parties may litigate in court to compel arbitration, to stay proceedings pending arbitration, or to confirm, modify, vacate, or enter judgment on the award entered by the arbitrator. In addition, we may litigate in court to seek injunctive relief.

DISPUTE RESOLUTION – IP INFRINGEMENT (COMPANY'S IP)

The above clause is binding except in the instance that the dispute involves the infringement of Company's intellectual property. In any instance involving the infringement of Company's IP (intellectual property), the following dispute resolution clause applies:

In the event that a dispute arises under or relating to this Agreement and the infringement or alleged infringement of Company's intellectual property, the parties agree that they will first make good faith efforts to resolve the dispute directly between themselves, and that if those efforts fail, they may then choose between engaging in mediation to be performed by a mutually-selected mediator at a location agreed upon by the parties or conducted online or telephonically allowing parties to participate from their respective locations, or pursuing litigation.

ADDITIONAL NOTICES

CALIFORNIA CONSUMER RIGHTS NOTICE

California users of the Website are entitled to the following information pursuant to California Civil Code Section 1789.3:

For any questions or complaints about the Company, our products, services or the Website, please contact us via e-mail at support (at) healthysimulation (dot) com. The Company is engaged in the sale of services worldwide and within the USA. Currently there are no charges to the consumer for the use of the Website, other than the cost of any products, programs or services purchased through the Website, and any applicable fees associated with such purchases. Unless otherwise stated, these charges appear for each purchase on an Order Confirmation page or in an Order Confirmation sent via email to the consumer following their purchase. The Company reserves the right to change pricing related to any products, programs or services offered through the Website at any time. Those changes will be reflected in the terms and conditions that accompany the sale, and on the Order page.

The Complaint Assistance Unit of the Division of Consumer Services of the Department of Consumer Affairs in California, Consumer Information Center may be contacted in writing at 1625 North Market Blvd, Suite N-112, Sacramento, CA 95834 or by calling 1-800-952-5210.

CLASS ACTION WAIVER

You agree that any arbitration or court proceeding shall be limited to the Dispute between us and you, individually. To the full extent permitted by law, (i) no arbitration or legal proceeding shall be joined with any other; (ii) there is no right or authority for any Dispute to be arbitrated or resolved on a class-action basis or to utilize class action procedures; and (iii) there is no right or authority for any Dispute to be brought in a purported representative capacity on behalf of the general public or any other persons. YOU AGREE THAT YOU MAY BRING CLAIMS AGAINST US ONLY IN YOUR INDIVIDUAL CAPACITY AND NOT AS A PLAINTIFF OR CLASS MEMBER IN ANY PURPORTED CLASS OR REPRESENTATIVE PROCEEDING.

ELECTRONIC COMMUNICATION

When you visit the Website or correspond with us via e-mail, you are communicating with us electronically. You consent to receive communications from us electronically. We will communicate with you by email or by posting notices on the Website. You agree that all agreements, notices, disclosures, and other communications that we provide electronically satisfy any legal requirement that such communications be in writing.

RESULTS AND EARNINGS DISCLAIMER

We at WaterWell, LLC (Doing Business As HealthySimulation.com) make no guarantees as to results, earnings or income related to any of the services or offerings found on this website, whether our own or that of a third party. The information provided, including through any of our services, programs or offerings, is intended to be for your educational or entertainment purposes only, and does not constitute an opportunity to get rich, nor does it guarantee any results with regards to improving learning, training, or educational outcomes. Your use of any information that we present, including through a program or service you purchase through this website, should be based on your own due diligence and determination that it suits the purpose for which you desire to use it. Read more at: <https://www.healthysimulation.com/about-us/results-and-earnings-disclaimer/>

Certain information which may be provided on our website or in our materials may include forward-looking statements within the meaning of the Securities Litigation Reform Act of 1995. Forward looking statements relate to expectations or forecasts of future events, and may be identified by use of the words "estimate," "project," "predict," "forecast," or similar words related to expected future outcomes or possibilities. Any forward looking statements on our website or in our materials are expressions of our opinion only and are not guarantees that any particular outcome or result will be achieved. WaterWell, LLC cautions the reader that any and all projections, plans, objectives, statements of future economic performance, and /or any assumptions underlying the same are subject to multiple factors over which WaterWell, LLC has no control and which could cause WaterWell, LLC's actual economic performance or results to differ from those contained or implied in any such forward looking statements.

We make no representations or guarantees that you will achieve any results or earnings as a result of using our services or products. Any examples or statements regarding results, earnings or income made by WaterWell, LLC or its advertisers, sponsors or affiliates, are provided as examples or estimates only of what we think might be possible. You agree that you understand that any estimates or examples provided do not in any way guarantee that you will achieve the same or similar level of results or

income, and that past results do not reflect the average results. We make no representations regarding average results or earnings related to any information or offerings we provide.

Further, there is no assurance that any examples of past earnings or results will be duplicated in the future, by the same individuals or anyone else including you. You agree that we at WaterWell, LLC including our advertisers, sponsors and affiliates, are not responsible for your future results including any successes or failures you experience whether directly or indirectly related to your use of our information.

You accept that results vary by individual and are based on a wide variety of factors which may include but are not limited to your skill, knowledge, ability, dedication, business savvy, network and financial situation, amongst other factors, some of which may be beyond your influence or control. You assume all risk related to your use of any information we present and accept that we are not responsible for your actions.

MISCELLANEOUS LEGAL PROVISIONS

HealthySimulation.com may assign its rights and/or obligations under this Agreement in HealthySimulation.com's sole and absolute discretion, for any or no reason, whether in the context of a merger, business combination, re-organization, asset purchase, or otherwise, without the express written consent of the other party. Organization may not assign its rights and/or obligations under this Agreement for any reason, unless Organization obtains HealthySimulation.com's prior express written consent to do so.

No waiver of any of the provisions herein by the Company shall constitute a waiver of any other provisions, whether or not similar, nor shall any waiver constitute a continuing waiver.

The subject headings in this Agreement are provided for convenience only and shall not alter the construction or interpretation of any of its terms or provisions.

You agree that no joint venture, partnership, employment or agency relationship exists between you and us as a result of these Terms of Service or your use of the Website.

Nothing contained in this Agreement is in derogation of our right to comply with governmental, court, and law enforcement requests or requirements relating to your use of the Website or information provided to or gathered by us with respect to such use. A printed version of these Terms of Service and of any notice given in electronic form shall be admissible in judicial or administrative proceedings based upon or relating to these Terms of Use to the same extent and subject to the same conditions as other business documents and records originally generated and maintained in printed form.

If any provision of these Terms of Service is invalid or unenforceable under applicable law, the remaining provisions will continue in full force and effect, and the invalid or unenforceable provision will be deemed superseded by a valid, enforceable provision that most closely matches the intent of the original provision.

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Definitions and legal references

WaterWell, LLC (DBA HealthySimulation.com) (or this Application)

The property that enables the provision of the Service.

Agreement

Any legally binding or contractual relationship between the Owner and the User, governed by these Terms.

Brazilian (or Brazil)

Applies where a User, regardless of nationality, is in Brazil.

Business User

Any User that does not qualify as a Consumer.

Coupon

Any code or voucher, in print or electronic form, which allows the User to purchase the Product at a discounted price.

Digital Product

Is a Product that consists of:

- content produced and supplied in digital form; and/or
- a service that allows for the creation, processing, storing or accessing data in a digital form or the sharing or any other form of interaction with digital data uploaded or created by the User or any other user of WaterWell, LLC (DBA HealthySimulation.com).

European (or Europe)

Applies where a User, regardless of nationality, is in the EU.

Example withdrawal form

Addressed to:

WaterWell, LLC (DBA HealthySimulation.com) 7181 N Hualapai Way STE 130#36 Las Vegas NV 89166 USA
support@healthysimulation.com

I/We hereby give notice that I/we withdraw from my/our contract of sale of the following goods/for the provision of the following service:

_____ (insert a description of the goods/services that are subject to the respective withdrawal)

- Ordered on: _____ (insert the date)
- Received on: _____ (insert the date)
- Name of consumer(s): _____
- Address of consumer(s): _____
- Date: _____

(sign if this form is notified on paper)

Owner (or We)

Indicates the natural person(s) or legal entity that provides WaterWell, LLC (DBA HealthySimulation.com) and/or the Service to Users.

Product

A good or service available through WaterWell, LLC (DBA HealthySimulation.com), such as e.g. physical goods, digital files, software, booking services etc., and any other types of products separately defined herein, such as Digital Products.

Service

The service provided by WaterWell, LLC (DBA HealthySimulation.com) as described in these Terms and on WaterWell, LLC (DBA HealthySimulation.com).

Terms

All provisions applicable to the use of WaterWell, LLC (DBA HealthySimulation.com) and/or the Service as described in this document, including any other related documents or agreements, and as updated from time to time.

United Kingdom (or UK)

Applies where a User, regardless of nationality, is in the United Kingdom.

User (or You)

Indicates any natural person or legal entity using WaterWell, LLC (DBA HealthySimulation.com).

Consumer

Consumer is any User qualifying as such under applicable law.

Latest update: November 05, 2025