



Service Agreement



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LifeLine AI Service Agreement

This LifeLine AI Service Agreement ("Agreement") is made as of the Order Effective Date by and between LifeLine AI, Inc., a provider of AI-driven individual consultancy services, and the individual subscribing to the services ("Client"). LifeLine AI and the Client are each a "Party" and collectively, "Parties." This Agreement governs the terms and conditions for LifeLine AI's services as further defined below.

1. Services Provided

1.1 LifeLine AI Subscription Services

LifeLine AI provides a subscription-based AI-driven individual consultancy service (the "Subscription Service") designed to assist clients in achieving their personal and professional goals. Services are primarily email-based exchanges that include tasks tailored to the subscriber and support for consistent progress.

Subscription Features:

- **Session Convention Rate:** Subscribers benefit from a preferred rate when purchasing additional one-on-one Traditional Consultancy Sessions alongside their Subscription Service. This rate is provided as a cost-effective option to encourage further engagement and support.
- **Renewal Price Freeze:** Clients who opt for a six-month subscription are eligible for a renewal price freeze, meaning the subscription renewal rate remains fixed at the initial purchase rate for the next six-month renewal period, regardless of any price increases. Monthly subscribers do not receive a renewal price freeze and will be subject to the prevailing subscription rate at each renewal.

1.2 Traditional Consultancy Sessions

In addition to subscription services, LifeLine AI offers traditional one-on-one consultancy sessions with approved consultants. These may be purchased as single sessions or in a bundle to complement the Subscription Service and provide real-time support for challenges in life areas such as personal finance, relationships, and career growth among others.

1.3 Combination of Services

Both Subscription Services and Traditional Consultancy Sessions aim to address Client's personal development needs by leveraging a blend of AI and human expertise for goal attainment across defined areas of improvement. They operate in tandem for enhanced results.

2. Term and Renewal

- The Agreement term begins upon the Client's subscription and

continues month-to-month, renewing automatically unless terminated by either Party.

- Traditional Consultancy Sessions are available to subscribers for purchase as needed, with no minimum session requirement.

3. Fees and Payment Terms

Fees are payable as per the agreed subscription plan or session bundle. Payments are due in advance upon enrollment for each subscription period.

4. Refund Policy

LifeLine AI offers a subscription refund policy under specific conditions to ensure customer satisfaction and maintain fairness. This policy applies only to subscription services and must be requested by timely manner during structural sessions included in the subscription, which are accessible through LifeLine AI's direct email invitation, and are structured as follows:

4.1 Refund Eligibility for subscriptions: Refunds are available under specific conditions and must be requested during designated structural sessions (Kick-off and Closing Sessions). Requests must be made formally in-session with a ticket submitted within 24 business hours post-session.

- **Kick-off Session:** A refund may be requested during the initial Kick-off Session, which is included in the subscription. The refund request must be made in-session and initiated by submitting a formal ticket past 24 hours from the session ending.
- **Consultancy Closing Session Refund:** A refund may also be requested during the Closing Session if the agreed-upon success criteria have not been met. This refund request must also be made in-session, with a formal ticket submitted past 24 hours from the session ending.

4.2 Procedure for Refund Requests:

Refund requests are valid only if submitted through a formal ticket with required consultant sign-off. Non-compliance with procedural requirements will void the refund eligibility.

- **Formal Ticket Submission:** Refund requests are only valid if made through a formal ticket, which must be submitted during the session itself (Kick-off or Closing Session). Requests outside these sessions or without a formal ticket will not be considered.
- **Consultant Sign-off and Review:** All refund requests require consultant sign-off. Consultant will give you a unique serial for you

to include in the ticket. The request will then be subject to a review by LifeLine AI's Customer Success Team, which will assess the client's adherence to responsibilities and conduct during the consultation period. If evidence of non-compliance with the program guidelines or conduct policy is found, the warranty for a refund may be voided.

4.3 Processing and Approval:

- Eligible refund requests are reviewed and processed within 30 business days after completion of the review. Refunds are capped at the amount paid for the subscription term or product and are non-transferable.
- LifeLine AI aims to ensure a prompt and fair response to all eligible refund requests.

4.4 Proportional Refund for Multi-Product Subscriptions:

If a subscription includes more than one product and a refund is requested for a specific product, the refund will be issued on a proportional basis according to the total number of products in the subscription. Refunds will not be adjusted based on the amount of time invested in each product, but solely on the number of products included in the subscription at the time of purchase.

4.5 Remedy for Traditional Consultancy Sessions:

For dissatisfaction arising from traditional consultancy sessions, a remedy may be available if:

- **Session Quality Concerns:** The Client perceives the session did not meet LifeLine AI's advertised standards or goals.
- **Unmet Specific Requirements:** The Client's specific requirements were not reasonably addressed by the consultant. The only one with the power of offering it is the consultant.

Remedy Procedure:

- **Feedback Submission:** The Client should submit verbal and written detailed feedback during and immediately after the session through LifeLine AI's ticketing form.
- **Formal Request:** Within 24 hours of the session, the Client must submit a formal remedy request ticket via LifeLine AI's Customer Support Portal, referencing the feedback provided and specifying the concerns.
- **Review and Approval:** LifeLine AI's Customer Success Team will review the feedback and consult with the involved consultant. If the remedy is approved, LifeLine AI will issue a session credit.

Exclusions:

Traditional consultancy sessions are non-refundable beyond this specified remedy process, and no additional compensation is provided. Remedy eligibility is limited to quality and unmet requirement concerns as outlined and does not cover subjective preferences beyond stated service standards.

Note: Refund requests not meeting the above conditions or requests submitted outside the designated sessions are not eligible for refunds.

5. Re-enrollment Policy

LifeLine AI is dedicated to providing high-quality consultancy services to motivated clients. Given the nature of personalized consultancy, LifeLine AI reserves the right to decline re-enrollment requests from clients who have previously received a refund. This policy is based on data and experience suggesting that re-engaging with clients who have previously opted for a refund carries a higher risk of ineffective outcomes and limited success.

In cases where LifeLine AI determines that a re-enrollment request may not align with the consultancy's standards for success, the Client will be notified upon inquiry, and the subscription request may be respectfully declined.

6. Intellectual Property and Confidentiality**6.1 Ownership of Intellectual Property**

LifeLine AI retains exclusive ownership of all proprietary content, tools, methodologies, data models, and materials ("LifeLine Content") provided to the Client. This curated structure is protected under LifeLine AI's trademark and represents its unique consultancy framework.

6.2 Usage Restrictions and Compliance

The Client agrees not to reproduce, distribute, publish, or otherwise use any LifeLine Content outside the scope of their personal use within the subscribed services. Unauthorized use of LifeLine Content is strictly prohibited and constitutes a breach of this Agreement.

6.3 User Feedback

Feedback or suggestions provided by the Client are considered non-confidential and voluntary. LifeLine AI reserves the right to utilize this feedback to enhance its services, with no obligation to compensate or attribute credit to the Client.

6.4 Third-Party Content

- LifeLine AI may incorporate third-party content or resources into its service framework. Where applicable, LifeLine AI ensures that the use of such content complies with any necessary rights or licenses. It is important to note that some third-party content utilized is publicly available and integrated to provide comprehensive and informed consultancy services. LifeLine AI's integration of publicly available third-party content involves repackaging or contextualizing this information to align with our proprietary methodologies, thus enhancing the value provided to clients.
- The Client's use of any third-party content, whether licensed or public, is subject to the usage guidelines and parameters set forth by LifeLine AI and any applicable third-party terms.
- Some third-party content utilized by LifeLine AI as part of its services may be hosted on external social media platforms. Accessing this content could require the Client to download the relevant social media app, accept the platform's terms of use and privacy policies, or follow specific content creator channels.
- LifeLine AI does not assume responsibility for the Client's interactions with these third-party platforms, including the acceptance of any terms or conditions imposed by these platforms. Clients are encouraged to review the policies and terms of each social media platform to understand their rights and responsibilities.
- Such content is intended to complement LifeLine AI's proprietary materials, and while LifeLine AI strives to provide seamless access, the Client acknowledges that external platform terms govern the full consumption of certain third-party features.

6.5 Confidentiality Obligations

Both Parties agree to treat all non-public information exchanged during the subscription or consultancy services as confidential. This includes data, process descriptions, strategies, and plans, which should not be disclosed without prior written consent, except as required by law.

6.6 Enforcement and Remedies for Misuse

Any misuse of LifeLine Content, including unauthorized reproduction, distribution, or publication, may result in immediate termination of services and/or legal action. Potential legal remedies include injunctions to prevent further misuse and the recovery of financial damages incurred by LifeLine AI.

6.7 Indemnification

The Client agrees to indemnify, defend, and hold harmless LifeLine AI from any claims, losses, costs, damages, or liabilities (including legal fees) arising out of or related to the unauthorized use or distribution of LifeLine Content. This indemnification obligation survives the termination of this Agreement.

6.8 Penalties for Breach

In addition to legal remedies, the Client acknowledges liability for financial damages due to breach of IP rights, which may include compensatory damages and associated costs for rectifying such breaches.

7. Limitations of Liability and Warranties

7.1 Subscription Success Guarantee

LifeLine AI is committed to customer satisfaction and offers a **full money-back guarantee** on subscription services. This guarantee applies only to LifeLine AI subscription-based services and not to traditional consultancy sessions. If the subscription service fails to meet the defined success criteria established during the Kick-off Session, LifeLine AI guarantees a full refund, provided the request complies with the refund procedure detailed in the Refund Policy. **Refund requests must be submitted in writing by creating a formal ticket within 30 days of the subscription term's end. Requests submitted outside this timeframe will not be eligible for a refund.**

The unique channel designed to create customer LifeLine AI tickets is:

<https://lifelineai.us/customer-support>

7.2 Traditional Consultancy Sessions

Traditional consultancy sessions are structured as pay-per-session services and are not covered by the subscription's money-back guarantee. These sessions are provided on an "as-is" basis, with no implied warranties of specific outcomes, given the variability in individual engagement and session-specific objectives.

7.3 No Other Warranties

LifeLine AI's services are provided "as-is," and no guarantees are made beyond those explicitly stated in this Agreement. LifeLine AI disclaims any additional warranties, whether express or implied, including but not limited to fitness for a particular purpose, merchantability, or the suitability of content for the Client's unique circumstances. This exclusion applies to both subscription services and traditional consultancy sessions.

Client Assumption of Risk

LifeLine AI's services are based on guidance and recommendations

tailored to the Client's input and participation. The Client acknowledges that the ultimate success of the services depends on their active engagement, timely completion of tasks, and adherence to LifeLine AI's recommendations. LifeLine AI is not responsible for any outcomes resulting from incomplete participation, failure to implement action plans, or external factors beyond LifeLine AI's control.

7.4 Limitations of Liability

To the maximum extent permitted by law, LifeLine AI's liability to the Client for any claims related to the service is limited to the total amount paid by the Client for subscription services in the twelve months preceding the claim. This includes any refunds provided under LifeLine AI's subscription success guarantee, meaning no additional compensation beyond the subscription fees paid is available. LifeLine AI shall not be liable for any indirect, special, incidental, consequential, or punitive damages resulting from the use or inability to use LifeLine AI's services. including but not limited to:

- Loss of data, revenue, or profits.
- Emotional distress, reputational harm, or loss of opportunity.
- Misuse or unauthorized sharing of LifeLine AI's proprietary materials.

This limitation applies specifically to the subscription services and excludes any guarantees or refund options for traditional consultancy sessions.

Punitive Damages: LifeLine AI explicitly disclaims liability for any punitive damages arising out of or related to the use of its services, to the maximum extent permitted by applicable law.

7.5 Exclusive Remedy

The subscription refund and remedy process for traditional sessions, as specified in the Refund Policy, constitute the Client's sole and exclusive remedy for any claims related to the subscription service's effectiveness or dissatisfaction with traditional consultancy sessions. **The Client agrees that no other remedies, whether equitable, legal, or monetary, will be sought beyond those explicitly stated in this Agreement.** For subscription services, the maximum refund is capped at the amount paid within the specific product subscription term. For subscriptions covering multiple products, any applicable refund will be calculated proportionally by the number of products purchased, as described in the Refund Policy. For traditional sessions, the sole remedy is limited to a session credit.

Fraudulent Claims

Any fraudulent refund requests, including those based on false representations of non-performance, may result in the suspension or termination of services without refund and may be subject to legal action to recover damages.

Note: This Limitations of Liability and Warranties section is in place to provide clarity and security to both LifeLine AI and the Client, ensuring fair engagement with clear expectations of service coverage and outcomes.

8. User Responsibilities and Conduct

Clients are expected to actively participate in tasks, sessions, and activities outlined in their action plans. ***Failure to adhere to these responsibilities, or to comply with LifeLine AI's policies, may result in suspension or termination of services.***

- **Prohibition on Recording:**

Clients are strictly prohibited from recording any sessions, meetings, or other live interactions with LifeLine AI consultants without prior written permission. This includes audio, video, and screen recordings of one-on-one sessions, group sessions, or any content shared during the consultancy process.

- **Restriction on Experience Documentation:**

Clients agree not to document or publicly share any detailed experience, proprietary methodologies, or LifeLine AI's assets without authorization. This includes publishing, sharing, or reproducing any materials that reveal LifeLine AI's content, processes, or consultancy approach in any form.

- **Confidential Use of LifeLine AI Content:**

All LifeLine AI materials provided to the Client, including but not limited to action plans, session content, and curated resources, are intended for the Client's personal, private use within the scope of the subscribed services. Any unauthorized sharing, reproduction, or recording is prohibited and may result in termination of services.

- **Consequences of Non-Compliance**

LifeLine AI reserves the right to suspend or terminate services for clients who fail to comply with the terms outlined in this agreement. This includes but is not limited to:

- Recording sessions or sharing proprietary materials without permission.

- Publicly documenting or disclosing LifeLine AI's methodologies or processes.
- Harassment, misuse, or inappropriate behavior towards LifeLine AI staff.
- In the case of termination due to non-compliance, no refunds will be issued, and LifeLine AI may seek damages for breaches that result in financial loss or harm to its reputation.

The consequences for failing to meet responsibilities are:

- **Subscription Service:** Users are expected to complete assigned tasks and respond to LifeLine AI emails in a timely manner. Failure to do so may result in service suspension, reduced service effectiveness, or loss of refund eligibility. Persistent non-compliance may lead to service termination.
 - **Traditional Sessions:** Users must attend scheduled sessions or provide at least 24 hours' notice for cancellation. Failure to cancel within the required time frame or habitual non-attendance may result in suspension of the client's ability to book future sessions.
-
- **Subscription Service and Traditional Sessions Participation:**
Subscription Service: Users are expected to complete assigned tasks and respond to LifeLine AI emails in a timely manner. Failing to complete tasks or provide timely responses may impact the effectiveness of the consultancy and could result in the loss of any applicable warranty or refund eligibility.
Traditional Sessions: Users must attend scheduled sessions or provide at least 24 hours' notice for cancellation. Failure to attend or to cancel within the allotted time frame will result in the session being charged as if it had occurred, with no refund or rescheduling option.
 - **Effectivity of the service:** Clients are expected to actively participate in tasks, sessions, and activities outlined in their action plans. Non-compliance with recommended tasks may limit the effectiveness of the services.
 - **Indemnification for Post-Termination Use:** LifeLine AI maintains that the Client's access to content delivered prior to termination is strictly limited to personal use. The Client agrees to indemnify LifeLine AI for any unauthorized disclosure, distribution, or use of LifeLine AI's proprietary information, materials, or methodologies obtained during the subscription period. LifeLine AI reserves the right to seek damages for any breach of this provision.

Indemnification for Policy Violations

- The Client agrees to indemnify and hold LifeLine AI harmless from any claims, damages, or losses arising from:
- Violations of confidentiality obligations.
- Unauthorized use, reproduction, or distribution of proprietary materials.
- Any other breach of this agreement resulting in financial harm or reputational damage to LifeLine AI.

Note: LifeLine AI reserves the right to discontinue service for any user found to engage in prohibited behaviors such as sharing email login information, unauthorized forwarding, harassment, or misuse of the service. **In such cases, LifeLine AI reserves the right to seek damages or pursue legal remedies for breaches of this agreement.**

Service Suspension and Termination Protocols

In the event of a violation, LifeLine AI will provide written notice to the client, outlining the nature of the violation and the required corrective action.

- If corrective action is not taken within 10 business days, LifeLine AI may suspend the client's access to services until compliance is achieved.
- Repeated or severe violations may result in immediate termination of services without prior notice.
- LifeLine AI reserves the right to take legal action, including seeking damages, for any breach of this agreement that causes harm to the company's proprietary information, reputation, or financial interests.

9. Indemnification

- LifeLine AI agrees to indemnify the Client for any claims arising from the unauthorized use of Client data within the service's operations. However, LifeLine AI reserves the right to use aggregated, anonymized client data for internal business purposes, including but not limited to, enhancing service offerings and developing targeted advertising strategies.
- The Client agrees to indemnify, defend, and hold harmless LifeLine AI, its affiliates, and employees from any claims, liabilities, damages, or expenses arising from the Client's misuse, unauthorized sharing, or publication of LifeLine AI's proprietary materials, methodologies, or content.

Third-Party Claims Arising from Client Actions

The Client agrees to indemnify, defend, and hold harmless LifeLine AI, its affiliates, officers, directors, employees, and agents from any third-party claims, demands, losses, damages, liabilities, costs, or expenses (including reasonable attorney's fees) arising out of or related to:

- The Client's misuse of LifeLine AI's services, materials, or proprietary content.
- The Client's breach of this Agreement or any applicable laws or regulations.
- The Client's unauthorized sharing, publication, or use of LifeLine AI content, including but not limited to recordings, action plans, or methodologies.

Mutual Indemnification

LifeLine AI agrees to indemnify, defend, and hold harmless the Client from any third-party claims, liabilities, costs, or expenses (including reasonable attorney's fees) to the extent such claims arise out of:

- LifeLine AI's unauthorized use or disclosure of the Client's data.
- LifeLine AI's breach of this Agreement or applicable privacy laws.

This indemnification does not apply where the Client's actions contributed to the claim, including misuse of services or non-compliance with this Agreement.

9.1 Scope of Indemnification

For purposes of this Section, "claims" include all liabilities, losses, damages, judgments, settlements, fines, penalties, and reasonable legal fees incurred in connection with any dispute, lawsuit, or third-party demand.

10. Data Privacy and Security

At LifeLine AI, safeguarding your personal information is a cornerstone of our operations. This section details how your data is collected, used, and protected, while affirming your rights and our commitments to compliance with applicable laws.

10.1. Data Collection

LifeLine AI collects only the information necessary to provide and improve our services. This includes data gathered from:

- Consultations
- Diagnostic processes
- Ongoing interactions and communications with our team

Our data collection includes:

- **Zero-Party Data:** Information you voluntarily share with LifeLine AI, such as goals, preferences, and responses to diagnostics.
- **First-Party Data:** Data collected from your direct interactions with LifeLine AI services and assets, including engagement patterns, task completions, marks on emails and URLs and feedback provided during sessions.

The information we collect may include personal identifiers as email but not ID number, demographic details, behavioral insights, and responses to action plans. A complete list of data types collected is available in our detailed Privacy Policy.

10.2. Data Security

To further enhance our commitment to security, all recorded session data will undergo rigorous encryption and access restrictions. Recordings will be stored on secure servers managed by vetted third-party providers, subject to availability and performance standards. These recordings will only be retained until the transcription process is completed, after which the recordings will be securely deleted.

We apply rigorous security measures to protect client data, including:

Encryption: Sensitive data is encrypted both in transit and at rest.

Access Controls: Data access is restricted to authorized personnel under strict confidentiality agreements.

Audits and Monitoring: Regular security audits ensure our measures are up to date.

Third-Party Oversight: Service providers are contractually obligated to adhere to privacy laws and maintain industry-standard security protocols.

Data Breach Protocol:

In the event of a data breach, LifeLine AI will:

- Notify affected clients within 72 hours of discovering the breach.
- Provide details of the breach, including affected data types and mitigation steps.
- Offer guidance on minimizing potential risks and protecting personal information.

10.3. Data Usage

- LifeLine AI uses your data solely to enhance your experience and provide our services effectively for the purposes detailed in this document. This includes:
 - **Personalized Consultancy:** Using client data insights to deliver tailored action plans and recommendations.
 - **Service Improvement:** Analyzing anonymized and aggregated data to refine our methodologies and develop new service features.
- Recorded data will be transcribed and processed using AI tools to deliver personalized service improvements and tailored feedback. All transcripts will be treated with the same confidentiality and security measures as other client data, such as diagnostics and task completion records.
- We will never share or sell your personal information to third parties without your explicit consent, except as required by law.
- **Third-Party Data Processing:** In limited cases, LifeLine AI may share personal data with trusted third-party providers solely for service delivery purposes (e.g., data storage, analytics, or AI processing). These providers are contractually obligated to adhere to applicable privacy laws, including CCPA and GDPR, and must maintain strict confidentiality and data security standards.

10.4. Data Usage for Advertising and Service Enhancement

To continually improve our offerings and provide the most relevant experiences, LifeLine AI may use anonymized, aggregated client data for:

- **Personalized Advertising:** Developing ultra-tailored advertising to provide clients with resources and recommendations that align with their personal goals.
- **Retail Media Opportunities and Data Enrichment:** LifeLine AI may leverage Retail Media Networks, data clean rooms, and other data sources to enrich its existing data, allowing us to offer even more tailored recommendations and insights. These resources help us align LifeLine AI's offerings with the broader market, providing clients with

relevant and effective solutions.

- **Consent for Post-Termination Data Use:** LifeLine AI may continue to use **anonymized, aggregated data** only for the purposes of service improvement, advertising, and enrichment of future user experiences, even if the Client terminates the subscription.
- **Client's Option to Opt-Out:** Clients have the option to manage their data usage preferences, including opting out of the use of their anonymized data for personalized advertising, by adjusting settings within their LifeLine AI account. This option is accessible during active subscriptions and remains available in the account settings post-termination for added convenience.
- Clients have the right to request full data deletion, including anonymized data, by contacting Customer Support.

Please note:

- No personally identifiable information will be used for these purposes without the client's explicit, opt-in consent.
- Any data enrichment performed with external resources, such as data clean rooms, will comply with all applicable privacy regulations and standards for secure data processing.
- Clients can manage data usage preferences and opt out of personalized advertising in their LifeLine AI account settings.

10.5. Your Rights Regarding Personal Information

LifeLine AI respects your rights over your personal data and is committed to transparency. You have the right to:

- **Access:** Request access to your personal information at any time.
- **Update:** Request updates to any outdated or inaccurate information.
- **Delete:** Request the deletion of your personal information, subject to applicable law.
- **Data Portability:** Request a copy of your personal data in a commonly used electronic format to transfer it to another service provider.
- **Opt-Out:** Choose not to receive further communication or marketing from us.

To exercise these rights, you may contact our Customer Support team at any time.

10.6. Compliance with Privacy Regulations

LifeLine AI complies with all applicable data privacy laws and regulations, including the California Consumer Privacy Act (CCPA) and the General Data Protection Regulation (GDPR). Our data practices are designed to protect

your privacy while delivering high-quality, personalized services.

In addition to compliance with CCPA and GDPR, LifeLine AI adheres to state-specific privacy laws in the U.S., including the Virginia Consumer Data Protection Act (VCDPA), the Colorado Privacy Act (CPA), and the Connecticut Data Privacy Act (CTDPA). As privacy laws evolve, LifeLine AI will update its policies and practices to maintain compliance.

10.7. Consent and Changes to the Policy

By using LifeLine AI's services, you consent to the collection, use, and disclosure of your information as outlined in this policy and our comprehensive Privacy Policy. We may update this policy periodically to reflect changes in our practices or legal requirements. Clients will be notified of any significant updates.

As LifeLine AI continues to enhance its services, certain features (such as account settings for managing preferences) may not yet be fully implemented. Until these features are live, clients can contact accounts@lifelineai.us for assistance with managing their data and preferences.

10.8 Service Continuity and Modification of Terms

LifeLine AI reserves the right to make necessary adjustments to its services, data usage practices, and privacy protocols to comply with evolving laws and industry standards. Clients will be notified of significant changes in advance to ensure transparency and minimize disruptions.

LifeLine AI is committed to maintaining the highest service standards while ensuring compliance with evolving legal, technical, and industry requirements. To ensure ongoing service delivery and data protection, LifeLine AI reserves the right to modify or adjust its services, terms, data usage practices, and privacy protocols under the following conditions:

10.8.1 Notification of Changes

LifeLine AI will provide at least 30 days' advance written notice to all active clients before implementing any significant modifications. Notification will be sent to the email address associated with the client's account and/or displayed within the subscription portal.

- Minor changes that do not materially impact the services (e.g., feature enhancements, technical updates, or clarifications) may take effect

immediately.

10.8.2 Reasonableness of Changes

All modifications will be made reasonably and in good faith to ensure compliance with applicable laws, adapt to industry best practices, or improve service quality for clients.

- Changes will not fundamentally alter the nature or intended purpose of LifeLine AI's services without clear justification and communication.

10.8.3 Client Acknowledgment and Options

Continued use of LifeLine AI's services after the effective date of any changes constitutes acceptance of the modified terms.

If a modification materially and adversely affects the Client, they may:

- Pause or Terminate their subscription without penalty by providing written notice to LifeLine AI through the designated contact in the subscription portal (<https://lifelineai.us/customer-support>).
- Request clarification or additional support regarding the impact of changes.
- Any pro-rated refunds for unused subscription periods will be determined according to LifeLine AI's Refund Policy and Termination conditions.

10.8.4 Service Continuity Assurance

LifeLine AI will take all reasonable steps to ensure uninterrupted service delivery and minimize disruptions during the implementation of any updates or changes. In the event of planned downtime or significant disruptions, LifeLine AI will provide advance notice and work to restore services promptly.

10.9. Recording of Sessions and Data Handling

10.9.1 Purpose and Consent for Recording

Clients consent to recording of sessions to improve service delivery through AI-powered data analysis. Recordings facilitate precise data synthesis, enhancing consultancy services via personalized summaries and refined action plans.

10.9.2 Transcription and Data Processing

Recordings are used to generate transcripts, which are then processed to

develop insights and recommendations tailored to each client. Transcripts are archived following completion, aligning with the privacy standards applicable to other session and diagnostic data.

10.9.3 Third-Party Service Providers

LifeLine AI collaborates with reputable third-party service providers for storage and processing of recordings. Although specific providers are not yet defined, all providers will be required to adhere to stringent data protection standards. Data security measures will be continually reviewed and updated to align with service provider capabilities and confidentiality requirements.

10.9.4 Retention and Deletion

Recordings will be retained solely for transcription purposes and will be securely deleted within *30 days* after processing. Transcripts will be stored under the same protocols governing other diagnostic and session data.

10.9.5 Client Opt-Out of Recording:

Clients who wish to opt out of session recordings may do so by adjusting their account settings or contacting Customer Support. Please note that opting out may limit the availability of certain service features or personalized recommendations.

11. Dispute Resolution and Governing Law

- This Agreement is governed by the laws of the State of Wyoming, USA. Any disputes will be subject to the exclusive jurisdiction of courts in Cheyenne, Wyoming.
- In the event of a dispute, Parties agree to resolve matters in good faith through mediation before pursuing further legal action.

12. Termination

This section outlines the conditions for early termination, natural termination, and subscription suspension.

12.1 Natural Termination

This Agreement will automatically terminate under the following circumstances:

- Upon the expiration of the purchased subscription period unless the Client renews the subscription prior to its end date.

- Upon the successful completion of the agreed-upon action plan or consultancy goals, as determined during the Kick-off Session and documented in the Client's tailored service plan.
 - Under these grounds of termination a pro-rated refund eligibility is guaranteed for the remaining subscription time and also for purchased sessions by pack with no use. Consult clause 12.4 for details and procedure.

In cases of natural termination, the Client's access to previously delivered materials will continue as outlined in the "Retention of Delivered Content" clause. Further engagement or renewal will require a new agreement or subscription.

12.2 Subscription Suspension

LifeLine AI recognizes that unforeseen circumstances or planned events may require clients to pause their subscription without fully terminating the agreement. Clients may request to suspend their subscription under the following conditions:

Eligible Reasons for Suspension

- **Vacations:** Planned time off where the Client cannot participate in sessions or tasks.
- **Domestic Calamity:** Unexpected personal or family crises such as medical emergencies, natural disasters, or other significant disruptions.
- **Professional Objectives:** Temporary reallocation of the Client's time to focus on career demands.
- **Work on Personal Objectives:** Time needed to focus independently on goals or actions identified through LifeLine AI services.

Duration of Suspension

The total allowable suspension time shall not exceed the limits permitted under applicable labor law standards (e.g., up to 30 days for personal leave, domestic issues, or vacations, subject to LifeLine AI's discretion).

- Clients may pause their subscription for a **minimum of 7 consecutive days** and up to the maximum allowable suspension time during any 12-month period.

Impact of Subscription Suspension

While the subscription is paused, the Client:

- May have access to previously delivered content and materials.
- May schedule future sessions even during the suspension period.
- Will not receive new content, tasks, or communications during the suspension period.
- The subscription will automatically resume on the agreed-upon date unless the Client provides further written notice to LifeLine AI.

Subscription end dates will be adjusted to account for the suspension period.

Process for Activation

To request a suspension, the Client must provide written notice to LifeLine AI through the designated contact channel available in the subscription portal at: <https://lifelineai.us/customer-support>

The request must include the reason for suspension, the intended start date, and the requested duration. LifeLine AI reserves the right to review and approve each suspension request on a case-by-case basis.

12.2 Early Termination

- Either Party may terminate this Agreement early by providing written notice, except in cases of natural termination as outlined in Section 12.1.. If the Client terminates the agreement, any refund eligibility will be determined based on the specific conditions outlined in the Refund Policy, and any remaining subscription time or sessions will not be refunded except as specified within that policy.
- **LifeLine AI's termination:** Upon LifeLine AI's termination of the Agreement, LifeLine AI may, at its discretion, offer a pro-rated refund for any unused subscription time or sessions, excluding any completed tasks.

Under these grounds of termination a pro-rated refund eligibility may apply. Consult clause 12.4 for eligibility details and procedure.

- **Retention of Delivered Content:** Upon termination of this Agreement, the Client may retain access to any content delivered prior to the

termination date strictly for personal, non-commercial use. The Client agrees not to reproduce, distribute, or otherwise use LifeLine AI's proprietary materials or insights beyond the Agreement's original scope. All content, methodologies, and proprietary resources provided by LifeLine AI remain its exclusive property and may not be disclosed, repurposed, or commercialized without written consent from LifeLine AI.

Access Duration and Limitations

Upon termination, the Client will retain access to previously delivered materials for a period of 30 days following the termination date. During this period, the Client may download content for personal, non-commercial use only. After this period, LifeLine AI reserves the right to disable access to any platforms, systems, or tools used to deliver the materials.

- **Data Use for Advertising and Enrichment Post-Termination:** LifeLine AI reserves the right to use anonymized, aggregated data derived from the Client's engagement with LifeLine AI services for purposes of advertising, service improvement, and enriching future user experiences, even post-termination. This data will contain no personally identifiable information and will comply with all applicable data privacy laws.
- **Data Security Post-Termination:** LifeLine AI will securely retain only anonymized, aggregate data post-termination for internal analysis, advertising, enrichment, service improvement, and compliance purposes. No personally identifiable information will be retained, used, or processed post-termination without the Client's explicit, written consent, unless retention is required for compliance with legal obligations.
- **Obligations upon termination of this Agreement:**

If the Client terminates this Agreement, refunds for unused subscription time or sessions will **only be considered** under the specific conditions outlined in the Refund Policy. LifeLine AI is under no obligation to refund remaining subscription time unless expressly stated in this Agreement or Refund Policy.

The Client must immediately cease access to and use of LifeLine AI's services, including any systems, tools, or email-based communications.

- The Client agrees not to attempt to access future materials or deliverables provided after the termination date.
- The Client will destroy or delete any unauthorized copies of

LifeLine AI's proprietary content that violate the scope of permitted use under this Agreement.

12.4 Pro-Rated Refund Eligibility

- Refunds for unused subscription time or sessions, when applicable, will be calculated on a **pro-rata basis** relative to the subscription term (measured in weeks) or number of pre-purchased sessions. Such refunds will only apply if:
- The termination is initiated by LifeLine AI for reasons unrelated to the Client's breach of this Agreement.
- The Client meets all eligibility requirements outlined in the Refund Policy.

Refunds are **not guaranteed** and remain at LifeLine AI's sole discretion.

13. Miscellaneous

- **Assignment:** The Client may not assign this Agreement or any part thereof without prior written consent from LifeLine AI.
- **Amendments:** Any changes to this Agreement must be in writing and signed by both Parties.
- **Entire Agreement:** This document represents the complete and exclusive agreement between the Parties concerning its subject matter and supersedes all previous agreements or representations.

13.1 Product Issue Resolution and Support Resources

- **Product Issues and Support Procedure:** LifeLine AI is committed to ensuring a seamless experience for all clients. If any issues arise during the use of our services, such as broken links or inaccessible content, clients are encouraged to first consult the Frequent Asked Questions section in Product Procedures issuing and troubleshooting <https://lifelineai.us/find-answers-to-common-questions-clear-specifications>
- **Contact Method for Further Assistance:** If the issue cannot be resolved through the support resources, clients should use the designated contact channel, accessible via the LifeLine AI Support Page, to report the problem. The unique support URL or contact channel is found here: <https://lifelineai.us/customer-support>. Our Customer Support team will address the inquiry in a timely manner, typically within 24 to 48 hours, to ensure client satisfaction and resolution of any outstanding issues.
- For other matters related to the product experience, other than ticket management, the page provides an email and contact number.

14. Cancellation Policy

14.1 Cancellation by the Client

- The Client may cancel their subscription or service with LifeLine AI at any time for any reason. However, cancellations are subject to the terms outlined in Section 4: Refund Policy.
- To cancel, the Client must provide written notice to LifeLine AI via the designated contact through the subscription portal at: <https://lifelineai.us/customer-support>
- Upon cancellation, the Client will retain access to services for the remainder of the current billing cycle, after which access will be terminated. No partial refunds for unused services in the billing period will be provided unless specified in the Refund Policy.

14.2 Cancellation by LifeLine AI

- LifeLine AI reserves the right to cancel a Client's subscription or services with written notice for any breach of terms outlined in Section 8: User Responsibilities and Conduct, or if the Client engages in any conduct that LifeLine AI deems harmful to its interests or those of other clients.
- Upon cancellation by LifeLine AI, a pro-rated refund may be issued for any remaining, unused subscription time, subject to the conditions specified in Section 4: Refund Policy.

14.3 Effect of Cancellation

- Upon cancellation, the Client will lose access to LifeLine AI's services and any associated benefits, such as curated content and consultant support, at the end of the current billing period.
- LifeLine AI may retain anonymized, aggregated data as outlined in Section 10: Data Privacy and Security.

14.4 Modification and Updates

- LifeLine AI reserves the right to modify or update this Cancellation Policy with prior notice to the Client, ensuring alignment with legal and operational requirements.

15. Client Suitability Assessment and Right to Deny Service

15.1 Assessment Criteria

- LifeLine AI reserves the right to assess potential clients based on key characteristics that measure readiness and motivation for change. These assessments may include, but are not limited to, scores of unconformity and will to change ("Assessment Criteria").

15.2 Eligibility for Services

- Applicants scoring below 60% in both unconformity and will to change are considered to have a high-risk profile, potentially limiting the effectiveness of LifeLine AI's services.
- As such, these applications will be carefully reviewed, and LifeLine AI reserves the right to deny services to individuals deemed unlikely to benefit based on Assessment Criteria.

15.3 Alternative Eligibility Option

- Applicants who wish to override the denial of service due to low scores may do so by voluntarily renouncing their rights to the Refund Policy as detailed in Section 4. This waiver acknowledges the applicant's understanding and acceptance of personal responsibility for the success or failure of the program without the option for monetary recourse.
- To exercise this option, the applicant must sign a specific waiver agreement provided by LifeLine AI, acknowledging the renunciation of refund rights and the acceptance of potential service limitations.

15.4 Confidentiality and Data Use

- Any data collected during the assessment process is subject to LifeLine AI's Data Privacy and Security policies, as detailed in Section 10, ensuring confidentiality and protection of personal information.

16. Foreign Income and Service Nature Disclaimer

16.1 Foreign-Sourced Income Acknowledgment

- LifeLine AI's consultancy services are categorized as foreign-sourced income, as defined by IRS guidelines, due to the following conditions:
- All consultancy and advisory activities are conducted from Colombia, not within the U.S.
- LifeLine AI does not maintain any physical presence, offices, employees, or operational equipment in the United States.

16.2 Tax Compliance and Client Responsibility

- Clients must recognize their obligation to adhere to applicable tax laws concerning foreign-sourced income. LifeLine AI does not assume responsibility for any client's tax liabilities or obligations, including reporting or payment requirements under U.S. or foreign tax jurisdictions.
- Clients are strongly advised to consult with tax professionals to determine their individual responsibilities and ensure compliance with

local and federal tax regulations.

16.3 Effectively Connected Income and U.S. Taxation

- LifeLine AI's services do not qualify as Effectively Connected Income (ECI) with a U.S. trade or business, as there is no U.S.-based location or operations involved. Consequently, the income derived from these services is not subject to U.S. ECI taxation criteria.
- Clients are responsible for managing any tax implications arising from receiving services considered foreign-sourced under U.S. tax law.

16.4 Nature of Services Disclaimer

- LifeLine AI emphasizes that it is not a comprehensive financial advisory service and is not a substitute for traditional financial advisors who hold licenses such as Series 7, Series 65, or Series 66 from FINRA.
- The services provided by LifeLine AI are designed to enhance financial literacy and preparedness, offering foundational guidance and education. Clients with complex financial needs that require specialized expertise are encouraged to seek advice from licensed professionals like Certified Financial Analysts (CFAs) or Certified Financial Planners (CFPs).

16.5 Complementary Service Approach

- LifeLine AI acts as a financial literacy springboard, equipping clients with core financial principles and understanding to make informed decisions and effectively engage with local financial advisors.
- LifeLine AI partners with licensed professionals to provide a collaborative and comprehensive financial strategy for clients in need of advanced guidance tailored to their specific regional requirements.

17. Recording and Use of Session Data

17.1 Consent to Recordings

- By engaging in LifeLine AI's services, the Client consents to the recording of interviews and traditional consultancy sessions. These recordings are used solely for improving service delivery through AI processing, generating summary emails, and enhancing data accuracy and effectiveness.
- The Client acknowledges that they will be informed prior to each session that a recording is being made and will have the option to request cessation of recording for parts of the session.

17.2 Purpose and Use of Recordings

- Recordings will be utilized to prompt AI tools for processing session data, enabling more precise analysis and personalized feedback

through summary emails.

- The collected data will help refine the quality of consultancy provided by allowing for detailed examination and understanding of client needs and responses.

17.3 Data Privacy and Security

- All recorded data will be handled in accordance with LifeLine AI's Data Privacy and Security protocols, as outlined in Section 10.
- LifeLine AI commits to implementing robust encryption and access controls to protect recordings from unauthorized access or misuse.
- Recorded data will be anonymized and aggregated where possible for any additional internal analysis, ensuring individual privacy and confidentiality.

17.4 Accuracy and Effectiveness

- LifeLine AI will use advanced AI techniques to ensure the accuracy of data interpreted from recordings, striving to deliver effective and meaningful insights to clients.
- Clients can request access to their own recordings and summaries, providing opportunities to identify and correct any inaccuracies in the processed data or feedback.

17.5 Limited Retention and Access

- Recordings will be retained only for the necessary duration to achieve the outlined purposes and will be securely deleted once they are no longer needed.
- Access to recordings is restricted to authorized personnel involved in data processing and service provision.