

Terms of Service | last updated July 1, 2020

Welcome to iSTEP, istep.pro, and 8T20 Capital (“iSTEP”). iSTEP is www.istep.pro (“Site”) and our self-improvement and personal growth services accessible via our mobile device application (“App”). The Site, our services, and App are collectively called our or the “Services.” These Terms and Conditions of Service (the “Terms”) govern your use of our Services.

1. **Agreement to Terms** | If you don’t agree to be bound by these Terms, do not use the Services as you are not authorized to do so. By using our Services, you agree to be bound by these Terms.
2. **Privacy Policy** | Please refer to our Privacy Policy for information on how we collect, use, and disclose information from our users. You acknowledge and agree that your use of the Services is subject to our Privacy Policy.
3. **Mediation Notice** | Unless you opt-out of arbitration within 30 days of the date you first agree to our Terms by following the opt-out procedure specified in the “Mediation” section below, and except for certain types of disputes described in the “Mediation” section below, you agree that disputes between you and iStep will be resolved by binding, individual arbitration and you are waiving your right to a trial by jury or to participate as a plaintiff or class member in any purported class action or representative proceeding.
4. **Title, Risk of Loss, Returns** | There is no Return Policy. Any purchase is final and not refundable and non-transferable.
5. **Indemnity** | You will indemnify and hold harmless iSTEP and its officers, directors, employee and agents, from and against any claims, disputes, demands, liabilities, damages, losses, and costs and expenses, including, without limitation, reasonable legal and accounting fees, arising out of or in any way connected with (i) your access to or use of the Services or Content or (ii) your violation of these Terms.
6. **Eligibility To Use the Services** | You may only use our Services if you are 13 years of age or older and are not banned from using the Services under any applicable laws. To purchase the Services (described in the Section “Purchases” below), you must be 18 years of age or older and legally capable of forming a binding contract. You confirm your understanding and agreement that the Services, Products, and any and all other information you gain access to, or learn from, iSTEP is not intended, designed, or implied to diagnose, prevent, treat, manage, or minimize any condition or disease whatsoever, nor to ascertain the state of your health, and is under no circumstances to be a substitute for professional medical care. Not all activities offering in our Services or Products are suitable for everyone. Do not use our Services when driving, operating heavy machinery, or performing any other task that requires your attention and concentration. You fully understand and agree that you are entirely and exclusively responsible for your use of the Services.
7. **Registration To use the Services and Information** | If you want to use the features of our Services, you will need to have purchased the app, have an internet connection and create an account (“Account”). You may create an account via the App or with some third-party Social Networking Services (“SNS”) such as Facebook. If you choose to use an SNS Account, we will create your Account by extracting (from your SNS Account) personal information such as your name, email address, and any other personal information that your SNS Account privacy settings permit us to access. It’s vital that you provide us with correct, complete, and up-to-date information for your Account, and you manage such information to keep it accurate, complete, and up-to-date. If you do not we may have to terminate or block your Account. You agree that you will never disclose your Account password to anyone at any time, and you will notify us within 2 hours of any unauthorized use of your Account. You are fully responsible for any activities that occur on your Account, whether or not you know about them.
8. **To Use our Services** | Once you pay to download the iStep Recovery App from an authorized app provider, have an internet connection, and create an account you can access the Services (the “Products”), as outlined under the Section below:
 - 8.1. **Fees** | iSTEP offers the ability to follow a customized self-improvement and self-reflection program, which can be purchased and used. An outline of features associated with the purchase is available on our website and shown in the Services. All purchases are made via an authorized app provider. may ask you to supply further information relevant to your purchase, such as your credit card number, card expiration date, and your billing or delivery address (collectively, “Payment Information”). You hereby represent and warrant that you hold the legal authorization and right to use the payment method you selected and use the Payment Information to make your purchase. The fees due and payable by you for sale through the Services will be displayed for your approval before you place your order. If you

choose to initiate a purchase for the Services, you authorize us to provide your Payment Information to third-party service providers so the purchase can be completed and you agree (a) to pay the applicable fees and any taxes; (b) that iSTEP has permission to charge your credit card and any third-party payment processing account designated, including, but not limited to, your account with an app store and other distribution platforms (For Example, Apple App Store, Google Play, Amazon Appstore) where the App is available for download (each, an "App Provider"), for pre-authorization, verifications, and other payment purposes; and (c) to accept and bear any additional charges that your App Provider, bank or any other financial service provider may levy on you as well as all taxes and fees that apply to your order. You will receive a confirmation email after we confirm the payment for your order. Your order is not binding on iSTEP until accepted and confirmed by iSTEP. All payments made to iSTEP are non-refundable and non-transferable unless the specific situation is expressly outlined in these Terms. You agree to raise any concerns or objections with us initially, and you as a result of this agree not to terminate or reject any credit card or third-party payment processing charges until you have failed after making documented and reasonable attempts at resolving the matter directly with iSTEP. iSTEP reserves the right to not process your order, or to cancel your order if your credit card is declined, we suspect the request or order is fraudulent, or in any other situation that iSTEP deems appropriate in its sole discretion. iSTEP reserves the right, in its sole discretion, to take any steps it deems necessary to verify your identity in connection with your pending purchase or previous purchases. You may need to provide extra information to verify your identity before completing your purchase with us. iSTEP will either not charge you or refund the charges for orders that we do not process or cancel.

8.2. **Future Functionality** | You understand and agree that your purchases are not contingent on the delivery of any future functionality or future proposed features, nor are they dependent on any oral or written public comments made by iSTEP regarding future functionality or features of the Services.

9. **Content Rights** | For Content Ownership we define "Content" and "User Content" as follows: "Content" means text, graphics, images, music, software, audio, video, works of authorship of any kind, and information or other materials that are posted, generated, provided or otherwise made available through the Services; and (ii) "User Content" means any Content that users (including you) provide to be made available through the Services. Content includes without limitation User Content. iSTEP does not claim any ownership rights in any User Content and nothing in these Terms will be deemed to restrict any rights that you may have to use and exploit your User Content. Subject to the preceding, iSTEP and its licensors exclusively own all right, title, and interest in and to the Services and Content, including all associated intellectual property rights. You acknowledge that the Services and Content are protected by copyright, trademark, and other laws of all countries. You agree not to remove, alter or obscure any copyright, trademark, service mark or other proprietary rights notices incorporated in or accompanying the Services or Content. User Content owned by you and available through Services will be kept confidential as to the author of the User Content and under such agreement of anonymity you hereby grant to iSTEP a non-exclusive, transferable, sublicensable, worldwide, royalty-free license to use, copy, amend, create derivative works based upon, transfer, publicly display, publicly perform and distribute your User Content in connection with operating and providing the Services and Content to you and to other users. Subject to your compliance with these Terms, iSTEP grants you a limited, non-exclusive, non-transferable, non-sublicensable license to view, download, copy and display the Content solely in connection with your permitted use of our Services and only for your personal and non-commercial purposes.

10. **Rights and Terms in App Granted by iSTEP** | Subject to your compliance with these Terms, iSTEP grants you a limited, non-exclusive, non-transferable, non-sublicensable license to download and install a copy of the App on a mobile device or computer that you own or control and to run such a copy of the App solely for personal, non-commercial purposes. iSTEP reserves all rights in and to the App not expressly granted to you under these Terms. You may not copy the App or the Services, except for making a reasonable number of copies for backup or archival purposes. Except as expressly permitted in these Terms, you may not do any of the following for any reason: (i) copy, modify or create derivative works based on the App or our Services; (ii) distribute, transfer, sublicense, lease, lend or rent the App to any third party; (iii) reverse engineer, decompile or disassemble the App; or (iv) make the functions of the App or services available to multiple users through any means.

11. **App Store Apps Terms** | If you downloaded the App from the Apple Store, then you hereby agree to use the App exclusively: (i) on an Apple-branded product or devices that run iOS; and (ii) as permitted by the "Usage Rules" outlined in the Apple Store Terms of Service. If you downloaded the App from an App Provider, then you acknowledge and agree that:

- 11.1. These Terms are concluded between you and iSTEP, and not with App Provider, and that, as between iSTEP and the App Provider, iSTEP, is solely responsible for the App.
 - 11.2. App Provider has no obligation to furnish any maintenance and support services concerning the App.
 - 11.3. In the event of any failure of the App to conform to any applicable warranty, you may notify App Provider and App Provider will refund the purchase price on a pro-rated basis for the App to you (if applicable) and, to the maximum extent permitted by applicable law, App Provider will have no other warranty obligation whatsoever with respect to the App. Any other claims, losses, liabilities, damages, costs, or expenses attributable to any failure of an App to conform to any warranty will be the sole responsibility of iSTEP.
 - 11.4. App Provider is not responsible for addressing any claim you have or any claims you have on any third party relating to the App or your use of the App, including, but not limited to: (i) product liability claims; (ii) any claim that the App fails to conform to any applicable legal or regulatory requirement; and (iii) claims arising under consumer protection or similar laws or regulations.
 - 11.5. In the event of any third-party claim that the App or your possession and use of the App infringe that third party's intellectual property rights, iSTEP will be solely responsible for the investigation, defense, settlement and discharge of any such intellectual property infringement claim to the extent required by these Terms.
 - 11.6. App Provider and its subsidiaries are third-party beneficiaries of these Terms as related to your license of the App, and that, upon your acceptance of the terms and conditions of these Terms, App Provider will have the right (and will be deemed to have accepted the right) to enforce these Terms as related to your license of the App against you as a third-party beneficiary thereof.
 - 11.7. You must also comply with all applicable third-party terms of service when using the App.
 - 11.8. You agree to comply with all U.S. and foreign export laws and regulations to ensure that neither the App nor any technical data related thereto nor any direct product thereof is exported or re-exported directly or indirectly in violation of or used for any purposes prohibited by such laws and regulations. By using the App you represent and warrant that: (i) you are not located in a country that is subject to a U.S. Government embargo, or that has been designated by the U.S. Government as a "terrorist supporting" country; and (ii) you are not listed on any U.S. Government list of prohibited or restricted parties.
12. **Prohibitions** | Although we're not obligated to monitor access to or use of the Services or Content or to review or edit any Content, we have the right to do so for the purpose of operating the Services, to ensure compliance with these Terms, and to comply with applicable law or other legal requirements. We reserve the right but are not obligated, to remove or disable access to any Content, at any time and without notice, including, but not limited to, if we, at our sole discretion, consider any Content to be objectionable or in violation of these Terms. We have the right to investigate violations of these Terms or conduct that affects the Services. We may also consult and cooperate with law enforcement authorities to prosecute users who violate the law. You agree not to do any of the following:
- 12.1. Post, upload, publish, submit or transmit any Content that: (i) infringes, misappropriates or violates a third party's patent, copyright, trademark, trade secret, moral rights or other intellectual property rights, or rights of publicity or privacy; (ii) violates, or encourages any conduct that would violate, any applicable law or regulation or would give rise to civil liability; (iii) is fraudulent, false, misleading or deceptive; (iv) is defamatory, obscene, pornographic, vulgar or offensive; (v) promotes discrimination, bigotry, racism, hatred, harassment or harm against any individual or group; (vi) is violent or threatening or promotes violence or actions that are threatening to any person or entity; or (vii) promotes illegal or harmful activities or substances;
 - 12.2. Use, display, mirror or frame the Services, or any individual element within the Services, iSTEP's name, any iSTEP trademark, logo or other proprietary information, or the layout and design of any page or form contained on a page, without iSTEP's express written consent;
 - 12.3. Access, tamper with, or use non-public areas of the Services, iSTEP's computer systems, or the technical delivery systems of iSTEP's providers;
 - 12.4. Attempt to probe, scan, or test the vulnerability of any iSTEP system or network or breach any security or authentication measures;

- 12.5. Avoid, bypass, remove, deactivate, impair, descramble or otherwise circumvent any technological measure implemented by iSTEP or any of iSTEP's providers or any other third party (including another user) to protect the Services;
- 12.6. Attempt to access or search the Services or download Collective Content from the Services through the use of any engine, software, tool, agent, device or mechanism (including spiders, robots, crawlers, data mining tools or the like) other than the software and/or search agents provided by iSTEP or other generally available third party web browsers;
- 12.7. Send any unsolicited or unauthorized advertising, promotional materials, email, junk mail, spam, chain letters or another form of solicitation;
- 12.8. Use any meta tags or other hidden text or metadata utilizing an iSTEP trademark, logo URL or product name without iSTEP's express written consent;
- 12.9. Use the Services for any commercial purpose for any entity or the benefit of any third party or in any manner not permitted by these Terms;
- 12.10. Forge any TCP/IP packet header or any part of the header information in any email or posting, or in any way use the Services to send altered, deceptive or false source-identifying information;
- 12.11. Attempt to decipher, decompile, disassemble or reverse engineer any aspect or detail or function of the software used to provide the Services;
- 12.12. Interfere or attempt to interfere with, the access of any user, host, network, including, without limitation, sending a virus, overloading, flooding, spamming, or mail-bombing the Services;
- 12.13. Collect or store any personally identifiable information from the Services from other users of the Services without their express permission;
- 12.14. Impersonate or misrepresent your affiliation with any person or entity;
- 12.15. Violate any applicable law or regulation; or
- 12.16. Encourage or enable any other individual to do any of the preceding.
13. **Links to Third-Party Websites or Resources** | The Services and App may contain links to third-party websites or resources. We provide these links only as a convenience and are not responsible for the content, products, or services on or available from those websites or resources or links displayed on such sites. You acknowledge sole responsibility for and assume all risk arising from your use of any third-party websites or resources.
14. **Termination** | We may terminate your access to and use of the Services, at our sole discretion, at any time and without notice to you. You may cancel your Account at any time with the App Provider directly. Upon any termination, discontinuation or cancellation of our Services or your Account, all provisions of these Terms which by their nature should survive such termination, interruption, or cancellation will survive, including, without limitation, ownership provisions, warranty disclaimers, limitations of liability, and dispute resolution provisions.
15. **Warranty Disclaimers** | The Services, Products, and Content are provided "as is," without warranty of any kind. Without limiting the preceding, we explicitly disclaim any warranties of merchantability, fitness for a particular purpose, quiet enjoyment or non-infringement, and any warranties arising out of course of dealing or usage of trade. We make no warranty that the Services or Products will meet your requirements or be available on an uninterrupted, secure, or error-free basis. We make no warranty regarding the quality, accuracy, timeliness, truthfulness, completeness or reliability of any Content.
16. **Limitation of Liability** | Neither iSTEP nor any other party involved in creating, producing, or delivering the Services, Products or Content will be liable for any incidental, special, exemplary or consequential damages, including, but not limited to, lost profits,

loss of data or goodwill, service interruption, computer damage or system failure or the cost of substitute Services or Products arising out of or in connection with these terms or from the use of or inability to use the Services, Products or Content, whether based on warranty, contract, tort (including negligence), product liability or any other legal theory, and whether or not iSTEP has been informed of the possibility of such damage, even if a limited remedy set forth herein is found to have failed of its essential purpose. Some jurisdictions do not allow the exclusion or limitation of liability for consequential or incidental damages, so the above limitation may not apply to you. In no event will iSTEP's total liability arising out of or in connection with these terms or from the use of or inability to use the Services, Products or Content exceed the amounts you have paid to iStep for the use of the Services, Products or Content or fifty dollars (\$50), if you have not had any payment obligations to iStep, as applicable. The exclusion and limitations of damages set forth above are fundamental elements of the basis of the bargain between iSTEP and you.

17. **Dispute Resolution and Governing Law** | These Terms and any action related thereto will be governed by the laws of South Africa without regard to its conflict of laws provisions. The following shall apply to any dispute:
 - 17.1. **Agreement to Mediate** | You and iSTEP agree that any dispute, claim or controversy arising out of or relating to these Terms or the breach, termination, enforcement, interpretation or validity thereof or the use of the Services, Products or Content (collectively, "Disputes") will be settled by binding mediation and the mediator shall be selected at the sole discretion of iSTEP. Without limiting the preceding sentence, you will also have the right to litigate any other Dispute if you provide iStep with written notice of your desire to do so by email at istep@8t20capital.com within thirty (30) days following the date you first agree to these Terms (such notice, a "Mediation Opt-out Notice"). If you don't provide iSTEP with a Mediation Opt-out Notice within the thirty (30) day period, you will be deemed to have knowingly and intentionally waived your right to litigate any Dispute. Unless you timely provide iStep with a Mediation Opt-out Notice, you acknowledge and agree that you and iSTEP are each waiving the right to a trial by jury or to participate as a plaintiff or class member in any purported class action or representative proceeding.
 - 17.2. **Mediation Process** | A party who desires to initiate arbitration must provide the other party with a written Demand for Mediation. The mediator will be appointed at the sole discretion of iSTEP and will be either a retired judge or an attorney licensed to practice law.
 - 17.3. **Mediation Location and Procedure** | Unless you and iSTEP otherwise agree, the mediation will be conducted in South Africa.
 - 17.4. **Mediators Decision** | The mediator will render an award within a 12-month time frame. The mediator decision will include the essential findings and conclusions upon which the mediator based the award. The mediator's award of damages must be consistent with the terms of the "Limitation of Liability" section above as to the types and amounts of damages for which a party may be held liable. The mediator may award declaratory or injunctive relief only in favor of the claimant and only to the extent necessary to provide relief warranted by the claimant's individual claim. Neither you nor iSTEP will seek and hereby waives all rights either party may have under applicable law to recover, attorneys' fees and expenses if it prevails in arbitration.
 - 17.5. **Fees** | You will be responsible for paying any mediation and legal fees.
 - 17.6. **Changes** | Notwithstanding the provisions of the "Modification" section above, if iSTEP changes this "Dispute Resolution" section after the date you first accepted these Terms (or accepted any subsequent changes to these Terms), you may reject any such amendment by sending us written notice (including by email to istep@8t20capital.com) within 30 days of the date such change became effective, as indicated in the "Last Updated" date above or in the date of iSTEP's email to you notifying you of such change. By rejecting any change, you agree that you will arbitrate any Dispute between you and iSTEP in accordance with the provisions of this "Dispute Resolution" section as of the date you first accepted these Terms (or accepted any subsequent changes to these Terms).
18. **General Terms** | These Terms constitute the entire and exclusive understanding and agreement between iSTEP and you regarding the Services, Products, and Content, and these Terms supersede and replace any and all prior oral or written understandings or agreements between iSTEP and you regarding the Services, Products, and Content. If any provision of these Terms is held invalid or unenforceable (either by a mediators appointed pursuant to the terms of the "Mediation" section above

or by court of competent jurisdiction, but only if you timely opt-out of arbitration by sending us a Mediation Opt-out Notice in accordance with the terms set forth above), that provision will be enforced to the maximum extent permissible, and the other provisions of these Terms will remain in full force and effect. You may not assign or transfer these Terms, by operation of law or otherwise, without iSTEP's prior written consent. Any attempt by you to assign or transfer these Terms, without such consent, will be null and of no effect. iSTEP may freely assign or transfer these Terms without restriction. Subject to the preceding, these Terms will bind and inure to the benefit of the parties, their successors and permitted assigns. Any notices or other communications provided by iSTEP under these Terms, including those regarding modifications to these Terms, will be given: (i) by iStep via email; or (ii) by posting to the Services. For notices made by e-mail, the date of receipt will be deemed the date on which such notice is transmitted. iSTEP's failure to enforce any right or provision of these Terms will not be considered a waiver of such right or provision. The waiver of any such right or provision will be effective only if in writing and signed by a duly authorized representative of iSTEP. Except as expressly outlined in these Terms, the exercise by either party of any of its remedies under these Terms will be without prejudice to its other remedies under these Terms or otherwise.

19. **Changes to Terms or Services** | We may modify these Terms and Conditions at any time, in our sole discretion. If we do so, we'll let you know by posting the modified Terms on the Site or through other communications. If you continue to use the Services after we post amended Terms on the Site, you agree that the modified Terms bind you. If you don't agree with the amended Terms, then you may not use the Services anymore. Because our Services evolve, we may change or discontinue all or any part of the Services, at any time and without notice, at our sole discretion. You agree that no refunds or compensation for past purchases shall be due if you decide not to agree to the amended Terms.
20. **Feedback** | We welcome all feedback, comments, and any suggestions on how to improve the Services or Products ("Feedback"). You may submit Feedback to istep@8t20capital.com. You hereby grant to us a non-exclusive, worldwide, perpetual, irrevocable, fully-paid, royalty-free, sub-licensable and transferable license under any and all intellectual property rights that you own or control to use, copy, modify, create derivative works based upon and otherwise exploit the Feedback for any purpose.
21. **Contact Information** | If you have any questions about our Terms or our Services or Products, please contact iSTEP at istep@8t20capital.com.