

## TERMS OF USE – NIGHTWARE DIGITAL THERAPEUTIC

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REVISED March 8 2023

Thank you for visiting our website which is owned and operated by or on behalf of NightWare, Inc., a Delaware corporation with a place of business in Hopkins, Minnesota (“**NightWare**”, “**We**”, “**Us**”, or “**Our**”). These Terms of Use (“**Terms**”) govern your use of:

- Our website available at NightWare.com and related sub-domains and subsites (together with any successor site, each a “**NightWare Website**”);
- Any products offered through the NightWare Website, including the components of the NightWare Digital Therapeutic device, including the NightWare iPhone<sup>®1</sup> with charger, the NightWare Apple Watch SE<sup>®</sup> with charger, (the “**NightWare Device**”) and together with any other product offered through the NightWare Website, (the “**NightWare Products**”);
- Our related mobile device application and proprietary software provided within the NightWare Apple iPhone and Apple Watch (the “**NightWare Mobile App**”);
- Any services offered in connection with Your use of the NightWare Products, including the services of NightWare (the “**NightWare Services**”); and
- Any offer combining NightWare Devices, NightWare Products and/or NightWare services (collectively the “**NightWare Solution**”).

The above websites, applications, products, services, and solutions are collectively referred to herein as the “**Services**”. These Terms are entered into by and between NightWare and any individual using or accessing any Service (“**Customer**”, “**You**” and “**Your**”).

Please read these Terms carefully. These Terms describe Your responsibilities, NightWare’s responsibilities, and the responsibilities of third parties related to the Services. All users of the Services must accept and comply with the Terms and conditions set forth in this document. BY CLICKING A BOX INDICATING ACCEPTANCE OF THESE TERMS, AND COMMENCING TO USE ANY NIGHTWARE PRODUCT, SERVICE AND/OR NIGHTWARE SOLUTION, OR OTHERWISE ACCESSING OR USING THE SERVICES, YOU ACCEPT ALL OF THE PROVISIONS OF THESE TERMS AND REPRESENT TO US THAT YOU ARE LEGALLY COMPETENT TO ENTER INTO AND AGREE TO THESE TERMS. IF YOU DO NOT ACCEPT THESE TERMS, THEN YOU ARE NOT AUTHORIZED TO ACCESS AND USE THE SERVICES.

These terms contain 1. An arbitration provision; and 2. A waiver of rights to bring a class action against Us. You have the right to opt-out of the arbitration provision as further explained in Section \_\_ (Arbitration and Class Action Waiver).

**YOU UNDERSTAND THAT YOU MAY VOICE CONCERNS OR COMPLAINTS REGARDING THE SERVICES WITHOUT REPRISAL BY CONTACTING NIGHTWARE AT: 833.446.4448 OR [SUPPORT@NIGHTWARE.COM](mailto:SUPPORT@NIGHTWARE.COM)**

Telephone calls with NightWare may be recorded or monitored.

ADDITIONAL TERMS

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<sup>1</sup>Apple, iPhone, and Apple Watch SE are registered trademarks of Apple, Inc.

1. **PRIVACY POLICY.** NightWare’s Privacy Policy [www.NightWare.com/privacy-and-compliance/](http://www.NightWare.com/privacy-and-compliance/) explains how we may collect, use and disclose Your information in connection with the Services. By using the Services, You agree that NightWare may collect, use, and disclose such information, including Your health-related information (“Information”) in accordance with the Privacy Policy.
2. **WHO MAY USE THE SERVICES.**
  - 2.1. You must be at least 22 years of age to use and a resident of the United States of America to use the Services.
  - 2.2. **User Account.** To use the Services, you must be provided with a NightWare Device, which has been configured with a unique Device identifier by NightWare, and be fully connected to the Services before Your first use. Always follow the directions provided with your NightWare Device.
  - 2.3. **Authorized User.** You are the sole authorized User of your NightWare Device. You are responsible for maintaining the NightWare Device, including fully charging it before Use. Do not drop or crush the iPhone or Apple watch. NightWare does not have any control over the Use of the Device and NightWare expressly disclaims any liability derived from Use. Should You become aware or suspect that any unauthorized party may be using Your Device, contact NightWare by emailing [support@NightWare.com](mailto:support@NightWare.com).
3. **CONSENT TO EMAIL, DIRECT, AND TEXT MESSAGES**

NightWare may, from time to time, contact you through SMS/MMS text messaging, Direct messaging, or e-mail regarding the Services. You understand that communications, including those involving personal Information, between You and NightWare may be transmitted by electronic means, including, without limitation through SMS/MMS text messaging, Direct messaging, email, and/or written messages on the Services to the fullest extent permitted by applicable law. You may refuse to communicate with NightWare through email, direct messages, or text messages, however, refusal to do so may limit Your ability to utilize the full scope of the Services offered now, and in the future, by NightWare.
4. **TERMS REGARDING THE USE OF NIGHTWARE DEVICES**
  - 4.1. The NightWare Device is Indicated to provide vibrotactile feedback on an Apple Watch based on an analysis of heart rate and motion during sleep for the temporary reduction of sleep disturbance related to nightmares in adults 22 years or older who suffer from nightmare disorder or have nightmares from post-traumatic stress disorder (PTSD). It is intended for home use.
  - 4.2. **Physician Consultation.** You agree that before using any NightWare Device, You will consult with a licensed physician or other licensed health care provider who is authorized to prescribe the medical device for Your use and to discuss whether the NightWare Device is appropriate for you. The long-term term safety and effectiveness of the NightWare Device has not yet been established.
  - 4.3. **FEDERAL LAW RESTRICTS THIS DEVICE TO SALE BY OR ON THE ORDER OF A HEALTHCARE PROVIDER. PRESCRIPTION REQUIRED BEFORE SHIPMENT. A VALID PRESCRIPTION MUST BE OBTAINED FROM A LICENSED PHYSICIAN OR OTHER LICENSED HEALTH CARE PROVIDER FOR YOU, OR FOR THE PERSON FOR WHOM YOU ARE ACTING, TO ACQUIRE AND USE THE NIGHTWARE DEVICE AND YOU UNDERSTAND THAT THE NIGHTWARE DEVICE AND RELATED SERVICES MAY ONLY BE ACQUIRED AND USED IN THE UNITED STATES OF AMERICA.**

- 4.4. Apple iPhone and Apple Watch. You understand that an Apple iPhone with an iOS 14 operating system or newer and an Apple Watch OS 7 or newer will be pre-configured for You to access and interface with the NightWare Mobile App. The NightWare iPhone and Watch are reserved for therapeutic use; telephone functionality is disabled. **You are responsible for providing a wireless service plan with Internet connection to connect and use the NightWare Mobile App and the Services.**
- 4.5. The NightWare Device and the NightWare App software is owned and managed by NightWare. Any software updates needed to maintain the Services will occur automatically when the NightWare Device is connected to the Internet. User initiated updates are not required. There are no User-serviceable components provided with the NightWare Solution.
- 4.6. Use the NightWare Watch every night. Do not wear the watch too tightly, it should feel comfortable and snug, but not tight on your wrist. If skin irritation occurs, discontinue use of the watch and contact your healthcare provider. Your watch could disturb your bed-partner's sleep if they are in contact with the watch when it vibrates. Try not to expose your bed-partner to the watch at night.
- 4.7. WARNING: THE NIGHTWARE DEVICE IS ONLY FOR PERSONAL USE BY YOU AND PURSUANT TO A PRESCRIPTION FROM A LICENSED PHYSICIAN AND / OR OTHER HEALTH CARE PROVIDER. YOU ACKNOWLEDGE AND AGREE THAT YOU WILL NOT PERMIT ANY OTHER PERSON TO USE THE NIGHTWARE DEVICE.
- 4.8. NIGHTWARE DOES NOT AUTHORIZE YOU TO RESELL, LEASE, LEND, GIFT, AND/OR OTHERWISE TRANSFER OWNERSHIP OF POSSESSION OF THE NIGHTWARE DEVICE TO ANY OTHER PERSON AS USE OF THE DEVICE WITHOUT A PRESCRIPTION IS UNLAWFUL.
5. READING AND COMPLYING WITH THE INFORMATION IN THE NIGHTWARE DEVICE PATIENT RESOURCE GUIDE. After You obtain a prescription for and when you receive the NightWare Device, you will receive and/or have access to the NightWare Patient Resource Guide (the "Patient Guide") <https://nightware.com/wp-content/uploads/2021/06/NIGHTWARE-PATIENT-RESOURCE-GUIDE.6-8-21.pdf>
6. You agree to read the Patient Guide in its entirety and comply with all of the instructions that are contained within it. If there is anything in the Patient Guide that You do not understand, You may contact Your Physician, or NightWare.
7. CONTRAINDICATIONS. If you have been known to "act out" your nightmares (sleepwalking or violence), do not use the NightWare and contact your Health Care Provider.
8. WARNINGS. The NightWare digital therapeutic is not a standalone therapy for PTSD. The NightWare Device may be used in conjunction with prescribed medications for PTSD and other recommended therapies for PTSD-associated nightmares and nightmare disorder, according to relevant consensus guidelines.
  - 8.1. If daytime sleepiness occurs, contact your healthcare provider.
  - 8.2. If you feel drowsy, do not drive or operate heavy machinery, Contact your healthcare provider.
  - 8.3. If the watch vibrations cause awakenings not associated with your nightmares, contact your Health care provider.
  - 8.4. If nightmares persist, worsen, or recur, contact your Healthcare Provider.
9. USE OF DIGITAL SERVICES

- 9.1. Limited License. Subject to these Terms, NightWare grants You a non-exclusive, non-transferable, non-assignable, revocable limited license to use and benefit from the software provided as part of the Services.
- 9.2. Restrictions. You are expressly prohibited from using the Services for any of the following purposes and/or activities:
  - 9.2.1. Using software robots, crawlers, spiders, data mining, or any other data gathering or extraction tools or methods for any purpose;
  - 9.2.2. Obtaining or attempting to obtain and Information or data about any user of the Services and/or any prospective NightWare customer;
  - 9.2.3. Impersonating another person or conveying or posting any incomplete, false, or misleading Information about You or Your affiliation with any person or NightWare;
  - 9.2.4. Disclosing any personal Information about any person without their express consent;
  - 9.2.5. Conveying or posting anything about the Services that NightWare determines, in its sole discretion, to be abusive, harassing, obscene, or objectionable content in any way;
  - 9.2.6. Using the Services or using any NightWare Product for any unlawful purpose or to engage in unlawful conduct;
  - 9.2.7. Obtaining any trade secrets, confidential, or proprietary information from or regarding NightWare;
  - 9.2.8. Introducing any viruses, trojan horses, worms, logic bombs, or other content or computer code that are or seek to be malicious or technologically harmful to NightWare systems;
  - 9.2.9. Access of use the Services in any manner that could disable, overburden, damage, disrupt, or impair the Services or interfere with any party's access to or use of the Services;
  - 9.2.10. Modifying, downloading, or indexing any of the Services (except for caching or as necessary for viewing);
  - 9.2.11. Copying, distributing, modifying, adapting, translating, or creating any derivative works based upon all, or any portion, of the Services;
  - 9.2.12. Using any metadata, meta tags, or any other hidden text utilizing NightWare's name, trade names, trademarks, service marks, and/or trade dress;
  - 9.2.13. Decompiling, disassembling, reverse engineering, or otherwise attempting to derive any source code from the Services or NightWare Product;
  - 9.2.14. Creating or attempting to create a substitute or similar service or product offering through the use of, or access to, the Services;
  - 9.2.15. Compromising the safety and essential performance of the Services and/or any other devices, technologies, hardware and/or software used in connection with the Services;
  - 9.2.16. Rendering the Service and/or data, systems, servers, and other applications inaccessible to Authorized Users; and/or
  - 9.2.17. Anything other than expressly permitted under these Terms.
10. INDEMNIFICATION. You agree to defend, indemnify, and hold NightWare, its subsidiaries and affiliates, and their directors, members, managers, officers, employees, agents, independent contractors, attorneys, partners, licensors and licensees, harmless for, from and against any loss, damages, or costs, including reasonable attorney's fees, resulting from any third-party claim action, or demand arising from and/or related to 1. Your use of the Services; 2. Your breach of any duty or obligation that You have under these Terms; 3. Your violation of any applicable laws, and/or; 4. Your negligence or willful misconduct.

11. LIMITED NIGHTWARE PRODUCTS WARRANTY.

YOU EXPRESSLY ACKNOWLEDGE AND UNDERSTAND AND AGREE THAT (A) NIGHTWARE'S PRODUCTS, INCLUDING THE SERVICES, THE NIGHTWARE DEVICE, AND ITS ACCESSORIES, ARE SUBJECT TO A LIMITED WARRANTY IN FAVOR OF THE ORIGINAL BUYER/RECIPIENT OF THE NIGHTWARE DEVICE ("BUYER") ONLY TO BE FREE FROM MANUFACTURING DEFECTS FOR A PERIOD OF ONE (1) YEAR FROM THE DATE OF SHIPMENT, AND (B) THE SOLE AND EXCLUSIVE REMEDY SHALL BE FOR NIGHTWARE TO REPAIR OR REPLACE THE DEFECTIVE NIGHTWARE DEVICE AND/OR OTHER NIGHTWARE PRODUCT OR COMPONENT THEREOF PURCHASED BY BUYER, PROVIDED THAT BUYER GIVES WRITTEN NOTICE TO NIGHTWARE OF BUYER'S CLAIM OF DEFECT AND BUYER COMPLIES WITH NIGHTWARE'S AUTHORIZED AGENT. NIGHTWARE MAY OFFER BUYER THE OPPORTUNITY TO EXTEND THE EXPIRATION DATE OF THIS LIMITED REPAIR OR REPLACEMENT WARRANTY AS COMMUNICATED TO BUYER AT NIGHTWARE'S DISCRETION. NIGHTWARE'S DETERMINATION AS TO WHETHER A MANUFACTURING DEFECT EXISTS AND IS COVERED BY THIS LIMITED WARRANTY SHALL BE FINAL AND BINDING. NIGHTWARE MAY CHARGE BUYER FOR REPLACEMENT OF DEVICE DEEMED TO BE OUT OF WARRANTY.

12. DISCLAIMER. EXCEPT AS PROVIDED HEREIN, THE SERVICES ARE PROVIDED "AS IS" AND "WITH ALL FAULTS" AND NIGHTWARE MAKES NO REPRESENTATIONS OR WARRANTY OF ANY KIND EXPRESSED OR IMPLIED INCLUDING BUT NOT LIMITED TO IMPLIED WARRANTIES OF MERCHANTABILITY, NON-INFRINGEMENT, SUITABILITY, FITNESS FOR A PARTICULAR PURPOSE AND/OR TREATMENT OUTCOME, WITH RESPECT TO THE SERVICES, EXCEPT TO THE EXTENT THAT APPLICABLE LAW PRECLUDES DISCLAIMER OF ANY SUCH IMPLIED WARRANTIES. NIGHTWARE HEREBY DISCLAIMS ALL EXPRESS OR IMPLIED WARRANTIES AND GUARANTIES TO THE FULLEST EXTENT NOT PROHIBITED BY ANY APPLICABLE LAW. WE MAKE NO WARRANTY OR REPRESENTATION AND DISCLAIM ALL RESPONSIBILITY AND LIABILITY FOR: 1. THE COMPLETENESS, ACCURACY, AVAILABILITY, TIMELINESS, SECURITY OR RELIABILITY OF THE SERVICES; 2. ANY HARM THAT RESULTS FROM YOUR ACCESS TO OR USE OF THE SERVICES; 3. WHETHER THE SERVICES WILL MEET YOUR REQUIREMENTS OR BE AVAILABLE ON AN UNINTERRUPTED, SECURE OR ERROR-FREE BASIS; AND 4. THE FAILURE TO STORE OR TRANSMIT YOUR DATA AS MAINTAINED BY THE SERVICES. NO ADVICE OR INFORMATION OBTAINED FROM US OR THROUGH THE SERVICES WILL CREATE ANY WARRANTY OR REPRESENTATION NOT EXPRESSLY MADE HEREIN.

**13. THE SERVICES DO NOT PROVIDE MEDICAL ADVICE.** The Services, and all content available therein, are for informational purposes only. The content is not intended to be a substitute for professional medical advice, diagnosis, or treatment. Always seek the advice of Your physician or other qualified healthcare provider with any questions You may have regarding a medical condition. Never disregard professional medical advice or delay in seeking treatment because of content or anything You have read on or about the Services. **If you think you may have a medical emergency, call your doctor or 911 immediately. NightWare does not endorse any specific physicians, opinions, or other information that may be mentioned on the Services. NightWare is not a health or wellness provider. Reliance on any information provided by NightWare or its employees regarding the Services is solely at your own risk.**

**14. LIMITATION OF LIABILITY.** YOU ACKNOWLEDGE, UNDERSTAND, AND AGREE ON BEHALF OF YOURSELF AND/OR ANY OTHER PERSON OR ENTITY FOR WHOM YOU ARE ACTING THAT, TO THE FULLEST EXTENT PERMITTED BY APPLICABLE LAW, NIGHTWARE, ITS AFFILIATES, AND THEIR DIRECTORS, MEMBERS, MANAGERS, OFFICERS, EMPLOYEES, AGENTS, INDEPENDENT CONTRACTORS,

ATTORNEYS, PARTNERS, LICENSORS AND LICENSEES WILL NOT BE RESPONSIBLE OR LIABLE TO YOU AND/OR ANY OTHER PERSON OR ENTITY (WHETHER IN CONTRACT, TORT, OR UNDER ANY OTHER LEGAL OR EQUITABLE THEORY), UNDER ANY CIRCUMSTANCES, FOR ANY INDIRECT, SPECIAL, INCIDENTAL, OR CONSEQUENTIAL DAMAGES OF ANY KIND (INCLUDING LOST PROFITS) REGARDLESS OF THE FORM OF ACTION, WHETHER IN CONTRACT, TORT, OR UNDER ANY OTHER LEGAL OR EQUITABLE THEORY, EVEN IF NIGHTWARE HAS BEEN ADVISED OF THE POSSIBILITY OF SUCH DAMAGES. YOU ALSO AGREE THAT NIGHTWARE IS NOT RESPONSIBLE FOR ANY DAMAGES OR OTHER HARM YOU AND/OR AND OTHER PERSON OR ENTITY SUFFERS AS A RESULT OF ANY ACTS, OMISSIONS, AND/OR HEALTH CARE DECISIONS OF ANY PHYSICIAN OR OTHER HEALTHCARE PROVIDER. FURTHER, YOU ACKNOWLEDGE THAT THERE ARE RISKS INHERENT TO THE TRANSMISSION OF PERSONAL INFORMATION AND/OR HEALTH INFORMATION ELECTRONICALLY OVER THE INTERNET AND STORED ON ANY COMPUTER, SERVER, OR OTHER ELECTRONIC MEMORY DEVICE, AND THAT NIGHTWARE IS NOT RESPONSIBLE FOR ANY LOSSES, CORRUPTION, DAMAGE, OR HARM TO YOU, YOUR INFORMATION, AND/OR YOUR CONFIDENTIALITY OR PRIVACY RESULTING FROM ANY UNAUTHORIZED DATA BREACH. YOU ACKNOWLEDGE ON BEHALF OF YOURSELF, OR ANY PERSON OR ENTITY FOR WHOM YOU ARE ACTING, AND ANY OTHER PERSON OR ENTITY FOR ANY CLAIM OR CLAIMS IN THE AGGREGATE EXCEED ONE THOUSAND (\$1000) DOLLARS OR THE AMOUNT PAID BY YOU TO NIGHTWARE FOR THE SERVICES (INCLUDING THE NIGHTWARE DEVICE), WHICHEVER IS GREATER.

- 15. Termination.** NightWare reserves the right to terminate 1. Your access to the Services and/or relationship with NightWare, with or without cause in NightWare's sole discretion. You will be given notice of such termination through your healthcare provider. NightWare reserves the right to refuse to provide any product or service to You without cause in NightWare's sole discretion. You may terminate your user relationship with NightWare at any time. Upon such termination, all provisions of these Terms shall remain in full force and effect, excluding the provisions in which NightWare has granted you any licenses or access to the Services, which shall be thereafter terminated.
- 16. Arbitration and Class Action Waiver. This section includes an arbitration agreement and an agreement that all claims will be brought only in an individual capacity (and not as a class action or other representative proceeding). PLEASE READ IT CAREFULLY.** You may opt out of the arbitration agreement by following the opt out procedure described below.
- 16.1. Informal Process First.** You agree that in the event of any dispute between you and NightWare, You will first contact NightWare and make a good faith, sustained effort to resolve the dispute before resorting to more formal means of resolution including, without limitation, any court action.
- 16.2. Arbitration Agreement.** After the information dispute resolution process, any remaining dispute, controversy, or claim (collectively "Claim") relating in any way to Your use of the Services, will be finally resolved by binding arbitration. This mandatory arbitration agreement applies equally to You and to NightWare. However, this arbitration agreement does not (a) govern any Claim by NightWare for infringement of its intellectual property or access to the Services that is unauthorized or exceeds authorization granted in these Terms or (b) bar You from making use of applicable small claims court procedures in appropriate cases. Arbitration is more informal than a lawsuit filed in civil court. Court review of an arbitration award is limited. Except to the extent the parties agree otherwise, arbitrators can award the same damages and relief a court may award. You agree the U.S. Federal Arbitration Act governs the

interpretation and enforcement of this provision, and that You and NightWare each are waiving the right to a trial by jury or to participate in a class action lawsuit. This arbitration provision will survive any termination of these Terms. If you wish to being an arbitration proceeding after following the informal dispute resolution procedure, you must send a letter requesting arbitration and describing You Claim to NightWare at 8900 Excelsior Blvd, Hopkins, MN 55434. The arbitration will be administered by JAMS under its Comprehensive Arbitration Rules and Procedures. One arbitrator will hear your concerns. You may choose to have the arbitration conducted by telephone, based on written submissions, or in person in the county where you live or at another mutually agreed upon location. Judgement on the award rendered by the arbitrator may be entered in any court having jurisdiction thereof. Payment of all filing, administrative and arbitrator fees will be governed by JAMS rules. The arbitrator will have the exclusive authority to resolve any dispute relating to this arbitration agreement, including any Claim that all or any part of this arbitration agreement is void or voidable. However, the preceding sentence will not apply to the "Class Action Waiver" section below.

**OPT OUT: If You are an individual, You may opt out of this arbitration agreement within thirty (30) days of the first date You access or use the Services, by sending an email to: [support@NightWare.com](mailto:support@NightWare.com). If you opt-out of these arbitration provisions, NightWare also will not be bound by them.**

Class Action Waiver. Any Claim must be brought in the respective party's individual capacity, and not as a plaintiff or class member in any purported class, collective, representative, multiple plaintiffs, or similar proceeding ("Class Action"). The parties expressly waive any ability to maintain any Class Action in any forum. If the Claim is subject to arbitration, the arbitrator will not have the authority to combine or aggregate similar claims, conduct any Class Action proceeding, nor make an award to any person or entity not a party to the arbitration. Any claim that all or part of this Class Action Waiver in unenforceable, void, or voidable may be determined only by a court of competent jurisdiction and not by an arbitrator. The parties understand that any right to litigate a claim, case, or grievance in court, to have a judge or jury decide their case, or to be a party to a class or representative action is waived and that any claim must be decided individually through arbitration. If this Class Action waiver is found to be unenforceable, then the entirety of the Arbitration Agreement, if otherwise effective, will be null and void. The arbitrator may award declaratory or injunctive relief only in favor of the individual party seeking relief and only to the extent necessary to provide relief warranted by that party's individual claim. If, for any reason, a claim proceeds in court rather than arbitration, You and NightWare each waive any right to a jury trial.

## **17. General Provisions.**

**17.1. Entire Agreement.** These Terms constitute the complete agreement between You and NightWare.

**17.2. Export Laws.** You agree that You will not export directly or indirectly the Products and Services and/or other information or materials provided by NightWare to any country for which the United States or any other relevant jurisdiction requires any export license or other governmental approval at the time of export. You are responsible for and hereby agree to comply with all applicable U.S. export laws and regulations.

- 17.3. Injunctive Relief.** You agree that a breach of these Terms may cause irreparable harm to NightWare for which monetary damages would not be an adequate remedy and NightWare shall be entitled to seek equitable relief in addition to any remedies it may have hereunder or at law without posting bond, other security or proof of damages.
- 17.4. Miscellaneous.** These Terms will inure to the benefit of and will be binding upon each party's successors and assigns. These Terms and the licenses granted hereunder may be assigned by NightWare, but may not be assigned by You, without the prior express written consent of NightWare. If any provision hereof is or becomes unenforceable or invalid, no other provision will be affected and the remaining provisions will continue with the same effect as if such unenforceable or invalid provisions will not have been inserted herein, provided that the ability of either party to obtain substantially the bargained for performance of the other will not have been impaired. You and NightWare agree that the laws of the State of Minnesota without regard to its conflicts of law rules shall govern these Terms and Your use of the Services. Your use of the Services may also be subject to other local, state, and national laws.
- 17.5. Modifications.** We may modify these Terms at any time in which case will update the "Last Revised" date at the top of these Terms. If we make changes we will use reasonable efforts to notify You, including by placing a prominent notice on the Website and the NightWare Solution. It is your sole responsibility to review the Terms from time to time to view any changes. Your continued use of the Services after the modification of these Terms have become effective will be deemed Your conclusive acceptance of the Terms. If You do not agree to the modification to the Terms, You may discontinue use of the Services.
- 17.6. Contact NightWare.** You may contact Us regarding the Services or these Terms, including if you require information that is not available on the Services, by emailing Us at [support@NightWare.com](mailto:support@NightWare.com) or calling us at 833-446-4448 or sending mail to:  
NightWare Inc., 8900 Excelsior Boulevard, Hopkins, MN 55434