

# PREPARE ENRICH

## TERMS AND CONDITIONS

**Last updated 5/24/18**

BECAUSE THESE TERMS AND CONDITIONS CONTAIN LEGAL OBLIGATIONS, PLEASE READ THEM CAREFULLY BEFORE USING A SERVICE PROVIDED THROUGH A PREPARE/ENRICH WEBSITE.

This Agreement is made between PREPARE/ENRICH, LLC, a Delaware limited liability company, with offices in Roseville, Minnesota (the “Company”), and the internet user, which includes a facilitator, group leader, instructor, student, a partner in a couple or a couple (collectively all are “User(s)”), of a Company Service as defined below.

By clicking, on the “I Agree” check box when made available, the User indicates acceptance of these Terms and Conditions. If the User does not want to agree to these Terms and Conditions or our Privacy Policy, the User must not access or use the Service provided through the website. The Company reserves the right to modify these Terms and Conditions at any time by posting the changes on this page and updating the date above. Notice of the change to these Terms and Conditions will be provided on the website’s home page or by email notification. It is the User’s responsibility to review these Terms and Conditions from time to time to be aware of any updates. User’s continued use of any Service following posting of the updated Terms and Conditions will constitute User’s acceptance of the changes.

1. **THE SERVICE.** Through multiple websites the Company offers several self-reporting assessment programs (“Assessment(s)”) as well as Assessment reports for use by a couple, facilitator, group leader and instructor, facilitator training for the use of the Assessments, research reports, and an online store (collectively the “Service(s)”). Some of the Assessments may be accessed directly on the websites and other Assessments will be completed in cooperation with an individual who has been trained on how to use the Assessments (“Facilitator”). Once both partners in a couple have completed the Assessment, the Company will provide their Facilitator access to both a Facilitator and a Couple Report. The Facilitator Report is intended only for the trained Facilitator and will not be made available to the couple by the Company or the Facilitator. In working with the couple, the Facilitator may provide the couple with a Couple Report. The Assessments may also be used by a group leader or instructor who will receive a Group Summary Report containing anonymized data of the couples or students in their group. For the Assessments the couple or student can access directly, the Company will provide the couple or student access to a report for their own use. The Company makes no guarantees or warranties, either express or implied, regarding the ultimate relationship compatibility, relationship preparedness, or relationship enrichment of the couple. The Assessment is not intended to be used as a legal document.

2. TERMINATION. Either the User or the Company may terminate the User's account at any time, for any reason, or for no reason at all, without explanation. Use of the Service is subject to compliance with these Terms and Conditions. The Company reserves the right to immediately suspend or terminate the User's access to the Service, without notice, upon the User's breach of this Agreement. In the event the User's access to the Service is suspended or terminated because of the User's breach of this Agreement, the User agrees that all fees previously paid to the Company are non-refundable.

3. CHANGES IN THE SERVICE. The Company reserves the right to modify the Services from time to time, for any reason, and without notice, including the right to terminate the Services (or any portion thereof).

4. REGISTRATION AND CONFIDENTIALITY. Using the Service requires the User to register and therefore provide certain data and information to the Company. The Company will keep confidential all information supplied by the User, including any credit card number(s) and other financial or personal information. The Company shall use or disclose such information provided by the User only as described in the Privacy Policy [https://www.prepare-enrich.com/privacy/privacy\\_policy.pdf](https://www.prepare-enrich.com/privacy/privacy_policy.pdf) which may be updated from time to time.

5. RESPONSIBILITIES AND CONDUCT OF USERS AND DATA RIGHTS. Users agree that all information they provide through the Service is accurate, correct, complete, and current. Couples may provide their information to a Facilitator so that the Facilitator can register the couple for the Assessment. Facilitator represents that Facilitator has all necessary rights to provide any couple information to the Company. Each partner in a couple consents to the other partner providing information about him or her to the Company. Users further hereby grant the Company an irrevocable, nonexclusive, worldwide, royalty free, perpetual, transferable license in and to any information that they provide to the Company through the Service for the purpose of the Company providing the Service, for education and research purposes, and other purposes set forth in these Terms and Conditions and the Privacy Policy. Users agree not to use the Service for any unlawful, harmful, or inappropriate purpose. The User agrees that he or she is not located in, under the control of, or a national or resident of any country that the United States has (i) embargoed goods, (ii) identified as a "Specialty Designated National," or (iii) placed on the Commerce Department's Table of Deny Orders. Use of the Service is void where prohibited. The User represents that he or she is not in a country in which providing the Service is regulated or illegal.

6. TRANSMISSION OF DATA TO OTHER COUNTRIES. Personal information provided by a User in using the Service is processed in the United States, where privacy laws may be less stringent than the laws in a User's home country and where the government, courts, or law enforcement may be able to access the User's information. By submitting your personal information to the Company, the User agrees to the transfer, storage and processing of their information in the United States.

7. INTELLECTUAL PROPERTY. The Service, the website through which the Service is provided, and its entire contents, features and functionality (including but not limited to all

information, software, text, displays, images, video and audio, and the design, selection and arrangement thereof), are owned by the Company, its licensors or other providers of such material and are protected by United States and international copyright, trademark, patent, trade secret and other intellectual property or proprietary rights. The Company grants User a limited nonexclusive, nontransferable, permission to access the Service for the period the User is using the Services, and conditioned on full compliance with these Terms and Conditions, solely for the purpose of using the Services. Users must not reproduce, distribute, modify, create derivative works of, publicly display, publicly perform, republish, download, store or transmit any of the material on the website upon which the Services is provided. The User agrees not to hold himself or herself out as in any way sponsored by, affiliated with, providing services on behalf of, or endorsed by the Company, any of its affiliates, or any of its service providers, except that a Facilitator may indicate that they are trained to administer the Assessment. The User agrees not to defame or disparage the Company or other Users, the trademarks or service marks of the Company, or any aspect of the Service. The Company name, logo, and any other indicators of source, such as product and service names, designs and slogans are trademarks of the Company. Users must not use such marks without the prior written permission of the Company. All rights are reserved, no titles, rights, licenses, or permissions are granted except as expressly set forth in these Terms and Conditions. No implied licenses are granted.

8. DUTY TO WARN. Because of the unique circumstances of the Services, including but not limited to the lack of direct, personal contact between the Company and the User, the User agrees that no “duty to warn” arises under the terms of this Agreement and specifically indemnifies and releases the Company, its officers, directors, employees, agents, and third parties from any “duty to warn” the User, as provided in Minn. Stat. 148.975 and similar statutes and regulations in other States or countries, of the violent behavior, threat(s), or tendencies of any other person, including the User’s partner.

9. LIMITED LIABILITY. IN NO EVENT SHALL THE COMPANY BE LIABLE FOR ANY INCIDENTAL, SPECIAL, CONSEQUENTIAL OR INDIRECT DAMAGES ARISING OUT OF OR RELATING TO THE USE OR INABILITY TO USE THE SERVICE, OR THE RESULTS OBTAINED FROM USING THE SERVICE, INCLUDING WITHOUT LIMITATION, LOST PROFITS, DAMAGES FOR LOSS OR CORRUPTION OF DATA OR PROGRAMS, SERVICE INTERRUPTIONS AND PROCUREMENT OF SUBSTITUTE SERVICES, EVEN IF THE COMPANY KNOWS OR HAS BEEN ADVISED OF THE POSSIBILITY OF SUCH DAMAGES. UNDER NO CIRCUMSTANCES WILL THE COMPANY’S AGGREGATE LIABILITY, ON ANY FORM OF ACTION WHATSOEVER IN CONNECTION WITH THIS AGREEMENT, EXCEED THE LESSER OF THE FEES PAID BY THE USER FOR THE SERVICE OR \$100 DOLLARS.

IN NO EVENT SHALL THE COMPANY BE LIABLE FOR ANY DAMAGES WHATSOEVER, WHETHER DIRECT, INDIRECT, GENERAL, SPECIAL, COMPENSATORY, CONSEQUENTIAL, AND/OR INCIDENTAL, ARISING OUT OF OR RELATING TO THE CONDUCT OF YOU OR ANYONE ELSE IN CONNECTION WITH THE USE OF THE SERVICE, INCLUDING WITHOUT LIMITATION, BODILY INJURY OR DAMAGE TO PROPERTY, EMOTIONAL DISTRESS, AND/OR ANY OTHER DAMAGES RESULTING FROM COMMUNICATIONS OR MEETINGS WITH OTHER USERS OF THIS SERVICE.

10. DISCLAIMER OF WARRANTIES. THE PARTIES ACKNOWLEDGE THAT THE SERVICE IS MERELY A TOOL PROVIDED BY THE COMPANY AND THAT THE COMPANY CANNOT AND DOES NOT PROVIDE ANY COUNSELLING TO COUPLES OR PARTNERS IN A COUPLE. THE COMPANY PROVIDES THE SERVICE ON AN “AS IS” BASIS AND GRANTS NO WARRANTIES OF ANY KIND, WHETHER EXPRESS, IMPLIED, STATUTORY, OR OTHERWISE, WITH RESPECT TO THE SERVICE. THE COMPANY SPECIFICALLY DISCLAIMS ANY IMPLIED WARRANTIES OF MERCHANTABILITY, FITNESS FOR A PARTICULAR PURPOSE, TITLE, QUIET ENJOYMENT, OR NON-INFRINGEMENT. THE COMPANY DISCLAIMS, TO THE FULLEST EXTENT PERMITTED BY LAW, ANY WARRANTIES FOR ANY INFORMATION OR ADVICE OBTAINED THROUGH THE SERVICE. THE COMPANY DOES NOT WARRANT THAT THE SERVICE WILL BE SECURE, UNINTERRUPTED, ALWAYS AVAILABLE, ERROR-FREE, OR THAT IT WILL MEET THE USER’S REQUIREMENTS, OR THAT ANY DEFECTS IN THIS SERVICE WILL BE CORRECTED. THE COMPANY DISCLAIMS LIABILITY FOR, AND NO WARRANTY IS MADE WITH RESPECT TO, THE CONNECTIVITY AND AVAILABILITY TO THE SERVICE. THE COMPANY DOES NOT WARRANT THE FEEDBACK PROVIDED TO THE USER BY THE FACILITATOR. EACH USER ACKNOWLEDGES, THE SERVICE IS NOT A SUBSTITUTE FOR PROFESSIONAL COUNSELLING SERVICES AND USER SHOULD SEEK COUNSELING SERVICES FROM A QUALIFIED PROFESSIONAL, IF NEEDED.

11. INDEMNIFICATION. The User will, at no expense to the Company, indemnify, defend, and hold harmless the Company, its officers, directors, employees, agents, and third parties, for any losses, costs, liabilities and expenses (including reasonable attorneys’ fees) relating to or arising from the User’s use of the Service, results obtained from the Service or actions taken based on the Service or those results, including any breach by the User of the terms of this Agreement. THE USER HEREBY AGREES TO WAIVE ALL LAWS THAT MAY LIMIT THE EFFICACY OF GENERAL RELEASES.

12. USER MINIMUM AGE REQUIREMENT. The User must be 18 years of age to use the Service. When purchasing any of the Company's products, or by registering for and using the Service, the User represents and warrants that the User is at least 18 years of age. NOTICE: Certain material available on the Internet is not appropriate for minors. To prevent or limit your children’s access to such materials, a number of parental control protections (such as computer hardware, software, or filtering services) are commercially available.

13. EXCLUSIVE USE. Upon being registered for the Assessment, the couple or student will receive a Login Code. Each individual is responsible for maintaining the confidentiality and security of the Login Code and is solely responsible for all activities that occur under the account associated with their Login Code. The couple’s or student’s account is for personal use by the couple or student. The couple or student may not authorize others to use the account, and the couple or student may not assign or otherwise transfer the account to any other person or entity. The couple or student agrees to safeguard the login information used to access the Assessment. The couple or student authorizes the Company to assume that any person using the Assessment with the name and login information is registered and has authority for such use.

14. THIRD PARTY ADVERTISERS. The User’s correspondence or business dealings with, or participation in promotions of, advertisers found on or through the websites, whether by official site “links” or by pop-up ads, including payment and delivery of related goods or

services, and any other terms, conditions, warranties or representations associated with such dealings, are solely between the User and such advertiser. The User agrees that the Company shall not be responsible or liable for any loss or damage of any sort incurred as the result of any such dealings or as the result of the presence of such advertisers on the websites.

15. DISPUTE RESOLUTION. To resolve a complaint regarding the Service, the User agrees to first contact the Company and express the User's concern. Any controversy or claim arising out of or relating to these Terms and Conditions or any User's use of the Service shall be settled by binding arbitration in accordance with the commercial arbitration rules of the American Arbitration Association. Any such controversy or claim shall be arbitrated on an individual basis, and shall not be consolidated in any arbitration with any claim or controversy of any other party. The arbitration shall be conducted in St. Paul, Minnesota, or any of its surrounding cities, and judgment on the arbitration award may be entered into in any state or federal court in Minnesota having jurisdiction thereof. At either party's election, the arbitration will be conducted by telephone. Any party seeking temporary or preliminary injunctive relief may do so in any state or federal court in Minnesota having jurisdiction thereof. Company may seek injunctive relief for violation or infringement of its intellectual property right in any court with appropriate jurisdiction. The state and federal courts of Minnesota shall be the exclusive forum and venue to resolve disputes arising out of or relating to these Terms and Conditions or any User's use of the Service. By using the Service and thereby agreeing to these Terms and Conditions, the User consents to personal jurisdiction and venue in the state and federal courts in Minnesota with respect to all such disputes.

16. CHOICE OF LAW. The laws of the State of Minnesota (regardless of conflicts of law principles) shall govern this Agreement, and any dispute arising out of or relating to this Agreement shall be subject to the exclusive jurisdiction of the federal and state courts of Minnesota, other than actions to enforce any order or judgment entered by such courts.

17. ENTIRE AGREEMENT. This Agreement, which the User accepts upon registering for the Service, or entering their login information, contains the entire agreement between the Company and the User regarding the use of this Service. Unless otherwise explicitly stated, the terms and conditions herein will survive termination of the User's use of the Service.

18. SEVERABILITY. If any provision of this Agreement is held invalid, the remainder of this Agreement shall continue in full force and effect.

19. WAIVER. No provision hereof and no breach of any provision hereof shall be deemed waived by any previous waiver of such provision or of any breach thereof, by any previous custom, practice or course of dealing or by the Company's failure to object to provisions contained in any communication or order from the User.

Web: [www.prepare-enrich.com](http://www.prepare-enrich.com), click "Contact Us"

Web: [www.couplecheckup.com](http://www.couplecheckup.com), click "Contact Us"

**English:** If you have difficulty understanding this document, please contact us.

**Dutch:** Neem contact met ons op als u problemen ondervindt bij het begrijpen van dit document.

**French:** Si vous avez des difficultés à comprendre ce document, veuillez nous contacter.

**German:** Wenn Sie Schwierigkeiten haben, dieses Dokument zu verstehen, kontaktieren Sie uns bitte.

**Hungarian:** Ha nehézséget okoz ennek a dokumentumnak a megértése, kérjük, lépjen velünk kapcsolatba.

**Japanese:** この文書を理解できない場合は、当社にご連絡ください。

**Korean:** 이 문서를 이해하는 데 어려움이 있으시면 에 문의하십시오.

**Turkish:** Bu belgeyi anlamakta güçlük çekiyorsanız, lütfen bizimle iletişime geçin.

**Malaysian:** Sekiranya anda mengalami kesulitan memahami dokumen ini, sila hubungi kami.

**Spanish:** Si tiene dificultades para entender este documento, contáctenos.

**Portuguese:** Se você tiver dificuldade em entender este documento, entre em contato conosco.

**Romanian:** Dacă aveți dificultăți în a înțelege acest document, vă rugăm să ne contactați.

**Russian:** Если вам трудно понять этот документ, свяжитесь с нами.

**Simplified Chinese:** 如果您理解本文档有困难, 请与我们联系。

**Traditional Chinese:** 如果您理解本文檔有困難, 請與我們聯繫。