

PREPARE ENRICH

TERMS AND CONDITIONS

Last updated 1/16/18

Effective Date 2008

BECAUSE THESE TERMS AND CONDITIONS CONTAIN LEGAL OBLIGATIONS, PLEASE READ THEM CAREFULLY BEFORE TAKING ONE OF THE PREPARE/ENRICH WEB-BASED ASSESSMENTS.

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 could be a facilitator (or a group leader as they are sometime referred to) or a partner in a couple, (collectively the “User(s)”) of the PREPARE/ENRICH web-based assessments.

1. THE SERVICE. PREPARE/ENRICH offers several web-based assessment programs (the “Service(s)”). The Service is an online self-reporting measure intended for a couple to take in cooperation with a trained facilitator or group leader (the “Facilitator”) of the Service, and it is not intended to be used as a legal document. Once both partners in a couple (the “Couple”) have completed the Service, their Facilitator will have access to both a Facilitator’s report and a Couple’s report. The Facilitator’s report is intended only for the trained Facilitator and will not be made available to the Couple by the Company or the Facilitator. In providing feedback to the Couple, the Facilitator may provide the Couple with a Couple's Report. The Company makes no guarantees or warranties, either express or implied, regarding the ultimate relationship compatibility, relationship preparedness, or relationship enrichment of the Couple.

2. ACCEPTANCE. Before creating an account and using the Service each partner must click and agree to these Terms and Conditions (the “Agreement”). That clicking, “Account Creation” and use of the Service is the User’s agreement to be bound and abide by these Terms and Conditions. Before beginning their portion of the Service, each partner in a Couple must separately click on the “I Agree” check box to indicate acceptance of these Terms and Conditions. Facilitators must click on the “I Agree” button once upon logging in after each update of the Terms and Conditions to indicate their acceptance. If the User does not want to agree to these Terms and Conditions, the User must not access or use the Service.

3. 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.

4. CHANGES IN TERMS AND CONDITIONS AND CHANGES IN THE SERVICE. The Company reserves the right to modify the Service from time to time, for any reason, and without notice, including the right to terminate the Services (or any portion thereof). The Company reserves the right to modify these Terms and Conditions from time to time, by providing notice

of the change on the Company's home page or by email notification. User agrees to be bound by any modifications thereto for future Services User receives from Company. It is the User's responsibility to review these Terms and Conditions whenever User acquires new Services from Company so as to be apprised of any changes.

5. LIMITED SERVICES. The Company provides Services limited solely to relationship enrichment, education, discussion, and research. By using the Service, the User agrees to allow the Company to use the information received from the User to continue its research, including, but not limited to, its research into successful relationships. This research may be published in academic journals; however, all User responses are kept anonymous, and no personal identifying information is ever published.

6. REGISTRATION AND CONFIDENTIALITY. Using the Service requires the User to register and therefore provide certain data and information. The Company will keep confidential all information supplied to the Company by the User, including any credit card number(s) and other financial or personal information. The Couple may also be registered to use the Service directly by the Facilitator who provides certain data on behalf of the Couple which may include a first name/nickname and Email address. 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

7. 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 consent to Facilitator providing information about the Couple to the Company. Facilitator represents that Facilitator has all necessary right to provide any Couple information provided. 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.

Facilitators agree not to use any information that they receive from Couples for any purpose other than for providing their services to such Couple, without first obtaining the prior written consent of the Couple and Company. Facilitators may retain Couple's information only for so long as is necessary to provide the agreed upon services.

8. 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, or endorsed by the Company, any of its affiliates, or any of its service providers, except that a Facilitator may indicated that they are trained to administer the Service. 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 products 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.

9. **DUTY TO WARN.** Because of the unique circumstances of the Service, 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.

10. **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.

11. **DISCLAIMER OF WARRANTIES.** THE PARTIES ACKNOWLEDGE THAT THE SERVICE IS MERELY A TOOL USED BY FACILITATORS AND THAT THE COMPANY CANNOT AND DOES NOT PROVIDE ANY COUNSELLING TO USERS. 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.

12. 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.

13. 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.

14. EXCLUSIVE USE. Upon being registered for the Service, the Couple will receive a Login Code. Each partner 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 account is for personal use by the Couple. The Couple may not authorize others to use the account, and the Couple may not assign or otherwise transfer the account to any other person or entity. The Couple agrees to safeguard the login information used to access the Service. The Couple agrees not to disclose or share his or her login information with any third party other than their Facilitator. The Couple authorizes the Company to assume that any person using the Service with the partner name and login information is a registered User.

15. THIRD PARTY ADVERTISERS. The User's correspondence or business dealings with, or participation in promotions of, advertisers found on or through the Service, 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 Service.

16. 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.

17. 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.

18. 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.

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

20. 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.