

TERMS OF SERVICE

Last Updated: July 20, 2022

These Terms of Service apply to the Elemental Research and Consulting Group website and Elemental Research and Consulting web-based software application (collectively, the “Services”), both of which feature content regarding the Archedomi Model (the “Archedomi Model”) including training courses and a certification program (the “Certification Program”), and (the “Problem Solving Community”) which are provided by Elemental Research and Consulting Group LLC (“ERCG”). The Terms of Service set forth the agreement between you and ERCG (each, a “Party” and collectively, the “Parties”) with respect to each Party’s rights and responsibilities regarding the Services. We ask that you review these Terms of Service (alternatively, the “Agreement”) carefully, as your use of the Services constitutes your agreement to be bound by these Terms of Service.

In consideration of the mutual covenants herein and for valuable consideration, the receipt and sufficiency of which are hereby acknowledged, the Parties agree as follows.

1. Acceptance of Terms of Service

By using the Services, you understand and agree that these Terms of Service are a legally binding agreement between you and ERCG that is the legal equivalent of a written contract signed by both parties.

Your agreement to these Terms of Service is confirmed by clicking on the “I Agree” or “Accept” or other similarly worded entry field or “button” on the Services as well as by your continued use of the Services. You agree that such affirmations are legally binding statements indicating agreement to be bound by these Terms of Service that are enforceable as the legal equivalent of your handwritten signature. You further consent to electronic communication with ERCG and agree that transmitting electronic communications to ERCG will be considered “in writing” for purposes of these Terms of Service.

By using the Services, you agree that you have received, reviewed, and understand these Terms of Service and that you agree to be bound by these Terms of Service after consideration of the information and restrictions on your use of the Services contained herein.

If you do not agree with these Terms of Service, we ask that you please discontinue all further use of the Services and delete your account from the Services.

2. ERCG’s License to You

- a) Grant. ERCG hereby grants to you and you accept a non-exclusive and non-transferable personal license to access and use the ERCG web-based software (the “User License”) in the manner described in these Terms of Service and subject to payment of applicable license, subscription, or per project fees. This User License is expressly conditioned on your continued compliance with these Terms of Service and on timely payment of

applicable fees for the User License. All rights not expressly granted in these Terms of Service are reserved to ERCG. Nothing in these Terms of Service obligates ERCG to continue providing access to the Services beyond the date when ERCG ceases to provide access to the Services to users generally.

- b) Prohibition on Transfer. Any attempts to transfer the User License to another party without the express written consent of ERCG will be invalid and void, including without limitation, any attempt to rent, lease, share, sell, transfer, redistribute, or sublicense the User License to any other third party.

3. Restrictions on the User License

You agree to be bound by and comply with the following restrictions on the User License.

- a) You agree to use the Services only in a manner and for the purpose for which the Services were designed, such as learning about the Archedomi Model. All other uses of the Services must be expressly approved by ERCG in writing. Further, you will not use the Services for any purpose that is unlawful, tortious, abusive, intrusive on another's privacy, harassing, libelous, defamatory, embarrassing, obscene, threatening, hateful, or otherwise objectionable to ERCG or harmful to the goodwill of ERCG's business.
- b) You agree not to use the Archedomi Model in connection with any commercial purpose, such as providing therapy or coaching services, unless certified through the Certification Program. Users who wish to use the Archedomi model for commercial purposes may do so after completing the Certification Program, which includes taking the courses required for certification by ERCG and applying for certification.
- c) Your use of the Services is limited to only your own voluntarily provided data and information.
- d) You will not use, upload, post, reproduce, or distribute any information, software, or other material from the Services that is protected by copyright or any other intellectual property right (as well as rights of publicity and privacy) without first obtaining the permission of ERCG or the appropriate owner in writing.
- e) You will not collect or store personal data, or attempt to do the same, of other users of the Services.
- f) You will not take any action or upload any content that may interrupt, limit, or interfere with the functionality of the Services, or of any service, network, or hardware that supports the Services.

- g) You will use the Services in a manner consistent with applicable laws and regulations and in accordance with these Terms of Service, as they may be amended by ERCG from time to time.
- h) You will not decompile, reverse-engineer, disassemble, attempt to derive the source code of, modify, create unauthorized copies, or create derivative works of the Services, any updates, or any part thereof (except as and only to the extent that any foregoing restriction is prohibited by applicable law). You will not access the Services for any competitive purpose. You also agree that you will not assist third parties in such prohibited acts.
- i) You will take reasonable measures to maintain the security of your account, including, but not limited to, protecting your account credentials, and using your account only on devices that you own or control.
- j) You will not provide access to, or allow, unauthorized third parties to use your account. Authorized third parties, such as your employees, may use your account with your express permission. However, you understand and agree that you are solely responsible for any actions taken and fees due that originate from your account, including actions by you, your authorized third party users, and unauthorized third parties. You agree to defend and hold ERCG harmless from any disputes regarding actions on the Services that originate from your account.
- k) You will not use, or attempt to use, automated programs or software to access the Services. Automated access to the Services is strictly prohibited.

Violation of the restrictions on the User License above, or of any other provision of these Terms of Service, will be considered a default of these Terms of Service and ERCG reserves the right, in its sole discretion, to take appropriate corrective action, including but not limited to, disabling or deactivating, either temporarily or permanently, any accounts that fail to comply with these Terms of Service.

4. User Content

Through your use of the Services, you may choose to submit posts and comments on a community discussion board (collectively, "User Content"). All User Content and associated copyright belong to ERCG, including the right to store, use, access, reproduce, distribute, edit, translate, adapt, prepare derivative works of, display, perform, sell and publish the provided User Content.

Further, you understand that posting User Content is solely at your own risk and that you are solely responsible and liable for the consequences of doing so. You agree that ERCG acts only as a passive conduit for your online distribution and publication of User Content. ERCG,

however, reserves the right to remove any User Content from the Services at its sole discretion. By transmitting and submitting any User Content while using the Services, you agree as follows:

- You are solely responsible for your account and the activity that occurs while signed in to or while using your account;
- You will not post information that is malicious, libelous, false, or inaccurate;
- You will not post any information that is abusive, threatening, obscene, defamatory, libelous, or racially, sexually, religiously, or otherwise objectionable and offensive.

5. Privacy Policy

Your use of the Services and your use of User Content is also governed by our Privacy Policy, available [here \(clickable link\)](#). The Privacy Policy is incorporated herein into these Terms of Service in its entirety, as the same may be modified from time to time.

6. Fees

In exchange for the User License, you will pay to ERCG the fee indicated on the website. ERCG reserves the right to charge a recurring fee for access to the Services for a set time period. The amount of fees due and the time period for recurring fees are determined by ERCG in their sole discretion according to market factors and may be changed from time to time. ERCG reserves the right to charge late charges in an amount determined in the sole discretion of ERCG on any fees that have not been paid within 30 days of the original fee due date.

When we update our fee period and the amount of fees due, we will use reasonable efforts to provide you with advanced notice of the same so that you may decide whether to continue using the Services. However, the above will not be construed as creating an obligation for ERCG to provide you with a set amount of, or any, advance notice regarding a change in fees due for use of ERCG.

If you fail to pay the required fees, access to the Services will be denied or terminated. Access to the Services may be reinstated by making payment in full of any current and past fees due on your account.

Your carrier's data rates may apply to your use of the Services. ERCG has no responsibility or obligation to pay your carrier service charges or data charges related to your use of the Services.

7. Refund Policy

There are no refunds or cancellations for purchases made through the Services. This includes purchases of access to paid-only areas of the Services and purchases of any of the associated tangible products, including hardcopy written materials. However, you will still have access to the paid-only areas of the Services until the end of the period you have paid for.

8. Term, Modifications, and Termination

These Terms of Service will be effective as of the date of your first use of the Services or the date of your agreement to these Terms of Service, whichever is earlier, and continue in perpetuity for the duration of your use of the Services or until discontinuation of the Services by ERCG.

These Terms of Service may be updated, edited, modified, changed, or revised at any time and from time to time in the sole discretion of ERCG. Changes to these Terms of Service become effective when an updated version of the Terms of Service are posted to the Services. As such, we ask that you check these Terms of Service periodically for updates. We will use reasonable business efforts to provide you with notice of an update or change to these Terms of Service, but we are not obligated to provide notice to you. Each use of the Services constitutes a separate affirmation or acceptance of the Terms of Service in effect at that time, including any changes to these Terms of Service that went into effect since your prior use(s). The most recent version of these Terms of Service supersedes all previous versions.

Any new features that are added to the Services, including the release of new features, courses, products, resources, or applications, will be subject to these Terms of Service. Your continued use of the Services after any such change(s) will constitute your full consent to these Terms of Service with respect to such changes and new features.

You may terminate this Agreement at any time by deleting your account. ERCG may terminate this Agreement at any time in their sole discretion. Sections 4, 5, 10, 12, 13, 14, and 15 of these Terms of Service will survive termination by either Party.

9. Security of Data Transmission and Storage

When you upload or create User Content on the Services, we may transmit that data and information to remote servers to provide our full range of services. You expressly consent to storage of User Content on our servers or third party servers and transmission of User content between the Services and the servers. Not all communications or transmissions of data are encrypted. Submitting User Content through the Services is solely at your own risk and you understand and agree that we may store User Content for future access and use in accordance with these Terms of Service and our Privacy Policy. Please see our Privacy Policy for more details regarding how we store and protect your information.

10. Third Party Links

The Services, including User Content displayed on the Services, may contain links to other third party websites or applications. ERCG does not control such other parties and their websites or mobile applications, and ERCG and its affiliates and agents make no representations whatsoever concerning the content, accuracy, or security of those sites. The fact that ERCG has provided a

link to a site is not an endorsement, authorization, sponsorship, or affiliation with respect to such site, its affiliates or its providers. Your use of third party websites and mobile applications is solely at your own risk and you agree to defend and hold ERCG harmless from any loss or damage caused to you or your business through third party websites or mobile applications.

11. Ownership of Intellectual Property

The Services are owned by ERCG or its affiliates. Certain aspects of the Services, including but not limited to the ARCHEDOMI name, the source and object code, software, user interface, images and other like material are protected by applicable United States intellectual property laws and corresponding international treaty provisions. All content, software, trademarks, services marks, trade names, logos, and icons are proprietary property of ERCG or its affiliates or agents, or are used by ERCG with permission from third party owners. Nothing contained in the Services, these Terms of Service, or the Privacy Policy should be construed as granting, by implication, estoppel, or otherwise, any license or right to use any intellectual property displayed or contained in the Services without the written permission of ERCG or such third party that may own the relevant intellectual property. Your use of any intellectual property displayed or contained in the Services, or any other content in the Services except as provided herein, is strictly prohibited.

12. Intellectual Property Disputes

If you believe your work has been copied in a way that constitutes copyright infringement, or if you believe your intellectual property rights have otherwise been violated, please provide a notice containing all of the following information to our Copyright Agent:

- a) An electronic or physical signature of the person authorized to act on behalf of the owner of the copyright or other intellectual property interest;
- b) A description of the copyrighted work or protected work that you claim has been infringed;
- c) A description of where the material that you claim is infringing is located on the Services;
- d) Your address, telephone number, and e-mail address;
- e) A statement by you that you have a good faith belief that the disputed use is not authorized by the copyright or intellectual property owner, its agent, or the law; and
- f) A statement by you, made under penalty of perjury, that the above information in your notice is accurate and that you are the copyright or intellectual property owner or authorized to act on the owner's behalf.

Our Copyright Agent for notice of claims of copyright or intellectual property infringement on the Services is **Seed Intellectual Property Law Group, LLP**, which can be reached as follows:

By Mail: 701 Fifth Avenue, Suite 5400, Seattle WA 98104

By Phone: (206) 622-4900

By E-mail: info@seedip.com

It is ERCG's policy, in appropriate circumstances, to terminate the accounts of users who are repeat infringers or who are repeatedly charged with infringement.

13. Clinical Disclaimer

The information provided in the Services is based on the work and experience of ERCG founder Boston Carter, Ph.D. as a theoretical psychologist. By using the Services, you acknowledge that the information therein does not constitute clinical or counseling advice nor does receiving email from the Services constitute the establishment of any medical, clinical, counseling, or therapeutic relationship with ERCG or its employees. Any advice contained in the Services or emails from the Services (including any attachments) is not intended to be taken as a substitute for appropriate face-to-face clinical consultations with an appropriately educated, credentialed, and licensed health care professional.

14. Disclaimer of Warranties

YOUR USE OF THE SERVICES IS ENTIRELY AT YOUR SOLE RISK. THE SERVICES ARE PROVIDED BY ERCG ON AN "AS IS" BASIS WITHOUT ANY REPRESENTATIONS OR WARRANTIES. ERCG EXPRESSLY DISCLAIMS ALL WARRANTIES OF ANY KIND, WHETHER EXPRESS OR IMPLIED, INCLUDING, BUT NOT LIMITED TO THE IMPLIED WARRANTIES OF MERCHANTABILITY, FITNESS FOR A PARTICULAR PURPOSE AND NON-INFRINGEMENT. ERCG MAKES NO WARRANTY THAT (i) THE SERVICES WILL MEET YOUR REQUIREMENTS, (ii) THAT OPERATION OF THE SERVICES WILL BE UNINTERRUPTED, TIMELY, SECURE, OR ERROR-FREE, OR (iii) THE RESULTS THAT MAY BE OBTAINED FROM THE USE OF THE SERVICES WILL BE ACCURATE OR RELIABLE. NO ADVICE OR INFORMATION, WHETHER ORAL OR WRITTEN, OBTAINED BY YOU FROM ERCG, OR THROUGH THE SERVICES, WILL CREATE ANY WARRANTY REGARDING THE SERVICES NOT EXPRESSLY STATED IN THESE TERMS OF SERVICE.

15. Limitation of Liability

YOU EXPRESSLY UNDERSTAND AND AGREE THAT ERCG WILL NOT BE LIABLE FOR ANY DIRECT, INDIRECT, INCIDENTAL, SPECIAL, CONSEQUENTIAL OR EXEMPLARY DAMAGES, INCLUDING BUT NOT LIMITED TO, DAMAGES FOR LOSS OF USE, DATA OR OTHER INTANGIBLE LOSSES (EVEN IF ERCG HAS BEEN ADVISED OF THE POSSIBILITY OF SUCH DAMAGES), RESULTING FROM THE USE OR THE INABILITY TO USE THE SERVICES OR ANY OTHER MATTER RELATING TO THE SERVICES.

In no event will ERCG be liable to you for any amount of money greater than the amount of fees that you have paid to ERCG, which you acknowledge to be a fair and reasonable sum in the event of any loss by you of any kind.

You may have additional rights under certain laws (including consumer laws) that do not allow the exclusion of implied warranties, or the exclusion or limitation of certain damages. If these laws apply to you, the exclusions or limitations in this Agreement that directly conflict with such laws may not apply to you.

16. Indemnification

You agree to indemnify and hold ERCG and its affiliates, agents, employees, owners, directors, managers, and licensors harmless from any claim, demand, loss, costs, or expense, including attorneys' fees, made by any person arising out of your violation of these Terms of Service, state or federal securities laws or regulations, your use of the Services, or any other person's rights, including but not limited to infringement of any proprietary or privacy right. Under no circumstances, including but not limited to a negligent act, will ERCG or its affiliates or agents be liable for any damages of any kind that result from the use of, or the inability to use the Services.

17. International Access; Import and Export

We understand that the Services may be accessible worldwide, including in locations outside the United States. However, we make no representation that the Services is appropriate or available for use in any location outside the U.S. We do not represent that the Services, these Terms of Service, and our Privacy Policy will comply with local laws, rules, and regulations in any locations outside the U.S. You understand and agree that your attempt to access, or your use of, the Services is solely at your own risk and that you are responsible for compliance with local laws, rules, and regulations in your jurisdiction. If the Services do not comply with your local laws, rules, and regulations, we ask that you stop using or attempting to access the Services.

You further agree not to import or export products through the Services in violation of any applicable laws or regulations of the United States. You agree to indemnify, defend, and hold ERCG harmless from liability for any violation of any such laws or regulations.

18. Miscellaneous Provisions

- a) Applicable Law and Jurisdiction. These Terms of Service and all future agreements you will enter into with ERCG, unless otherwise indicated on such other agreement, will be governed by the law of the State of Washington, without regard to conflicts of law principles thereof. This is the case regardless of whether you reside or transact business with ERCG or any of its affiliates or agents in the State of Washington or elsewhere. Unless a dispute would be governed by an applicable arbitration clause, you agree to submit to the personal and exclusive jurisdiction of the state and federal courts located within King County, Washington.
- b) Severability. If any provision of these Terms of Service will be adjudged by any court of competent jurisdiction to be unenforceable or invalid, that provision will be limited or eliminated to the minimum extent necessary so that these Terms of Service will otherwise remain in full force and effect.
- c) Waiver. The failure of ERCG to exercise or enforce any right or provision of these Terms of Service will not operate as a waiver of such right or provision. Any waiver of these Terms of Service by ERCG must be in writing and signed by an authorized representative of ERCG.
- d) Relationship of the Parties. Nothing contained in these Terms of Service or your use of the Services will be construed to constitute either Party as a partner, joint venturer, employee or agent of the other party, nor will either Party hold itself out as such. Neither Party has any right or authority to incur, assume or create, in writing or otherwise, any warranty, liability or other obligation of any kind, express or implied, in the name of or on behalf of the other Party, it being intended by both Parties that each will remain independent and responsible for their own actions.
- e) Entire Agreement. These Terms of Service constitute the entire agreement between you and ERCG and governs your use of the Services, and supersedes all prior or contemporaneous communications and proposals, whether electronic, oral or written, between you and ERCG with respect to the Services. Notwithstanding the foregoing, you may also be subject to additional terms and conditions, posted policies (including, but not limited to, the Privacy Policy), guidelines, or rules that may apply when you use the Services.

19. Contact Information

Elemental Research and Consulting Group, LLC

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