

## (Participation Terms – Full Terms For Web Page PREVIEW)



### RelationshipU® Program Participant Agreement

The person signing below as the Primary Student ("**Primary Student**", "**you**" or "**your**") has applied to Relationship Development, LLC (the "**Company**", "**we**" or "**us**") for membership in the RelationshipU® Program (the "**Program**"). Upon your acceptance into the Program, the Company will send you an acknowledgement. This RelationshipU® Program Participant Agreement (this "**Agreement**") is a binding contract between you and the Company, and governs your participation in the Program. By participating in the Program, you agree to be bound by this Agreement.

1. Partner. The Primary Student is the person enrolled in the Program. The Company may allow the Primary Student's spouse or intimate monogamous relationship partner (either, a "**Partner**") to participate in certain Program activities afforded to Primary Student at no additional cost. Partner's eligibility and participation in the Program is at the discretion of the Primary Student and of the Company. Any eligible Partner's participation in the Program is contingent on the Primary Student's continued enrollment and participation in the Program. If the Primary Student's enrollment in the Program ceases or is terminated for any reason, Partner's eligibility to participate in the Program automatically and simultaneously terminates. The Company, in the Company's unfettered discretion, may deny or limit Partner's access to or participation in any component of the Program and may terminate the Partner's participation in the Program at any time with or without cause. Any eligible Partner participating in the Program is subject to all covenants, restrictions and liabilities of the Primary Student, except those concerning payment of Program costs and fees. Primary Student is responsible and liable for the conduct of Partner and shall cause Partner to comply with applicable terms of this Agreement. As a condition of Partner's participation, upon demand, and from time to time, Partner shall execute and deliver all documents, information, or agreements the Company deems reasonable and necessary for participation in the Program, including a copy of this Agreement, in the form and substance satisfactory to the Company.
2. Availability. You understand and agree that all Program access and benefits are only available during the 12-month duration of Primary Student enrollment within the Program; there is no lifetime access to any portion of the Program.
3. Enrollment. The date the Primary Student makes the initial enrollment deposit payment for membership in the Program, is the Primary Student's enrollment date (the "**Enrollment Date**"). The same day and month of the subsequent year following the Enrollment Date will be the Primary Student's one-year enrollment anniversary date (the "**Enrollment Anniversary Date**"). The duration of the Program begins on the Enrollment Date and ends at 12:01 AM US Eastern Time on the Enrollment Anniversary Date. The Company may, in its sole discretion, provide opportunities for a Primary Student to advance into the next

level of the Program before his/her Enrollment Anniversary Date. If the Primary Student chooses to advance into the next level of the Program before his/her Enrollment Anniversary Date, the Primary Student's Enrollment Anniversary Date will be the beginning of the next year in the Program regardless of the timing of any deposit or tuition payments towards his/her advancement within the Program.

4. Payment Authorization. You shall pay when due and authorize the Company to charge, from time to time, the selected payment method (credit card, debit card, PayPal account or check) on file with the Company for payment of all costs and fees of your tuition for membership in the Program (as may be set forth in your Tuition Option form). Once you are accepted into the Program, you are responsible for full payment of all total costs and fees for the entire 12-month course of the Program, regardless of whether you actually attend, participate in, or complete the entire Program. The enrollment deposit is non-refundable. With the exception of the non-refundable enrollment deposit, the Company will refund you all amounts paid and excuse further payment of costs and fees if the Company receives a written request to terminate this Agreement from the Primary Student within three calendar days of the date the enrollment deposit is paid. No refunds will be issued after this three-day period, and you hereby waive any rights to request a refund.
5. Payment. All payments must be made on a timely basis. Unless otherwise provided (including as may be set forth in your Tuition Option form), all monthly Program tuition payments are due on or before the eleventh business day of each month. If you do not make your payment so that the Company receives your payment within five days of its due date, the Company reserves the right to place Program benefits on hold and suspend your participation in all Program access and benefits. If a payment becomes overdue, the Company may terminate your participation in the Program. In such event, you will remain liable for the full balance of applicable Program fees and costs. You agree to pay all reasonable collection costs, including reasonable attorney fees and collection agency fees, incurred to collect any delinquent accounts.
6. Charge-Backs. We do not allow or accept any actual or threatened charge-back from your credit card company or other payment processor. If a charge-back is placed on a Program purchase, or if we receive a charge-back threat during or after your purchase, we reserve the right to report the incident to all three credit reporting agencies or to any other entity for inclusion in any charge-back database or for listing as a delinquent account, which could have a negative impact on your credit report score. The information reported will include your name, email address, order date, order amount, and billing address. Charge-back abusers wishing to be removed from the database must reverse their claim with the credit card provider or other payment processor and make the payment for the full amount of the charge-back.
7. Non-Transferable. The Program and associated membership is non-transferable, may not be resold, and may not be assigned by you without the Company's consent, which may be withheld, conditioned, or delayed in the Company's sole and absolute discretion. Any purported resale, transfer, or assignment of the Program (and associated membership) in violation of this Section 7 is void.

8. Termination. We are committed to providing a positive Program experience. The Company may, at its sole and absolute discretion and without prior notice to you or your Partner, terminate this Agreement and/or limit, suspend or terminate your participation in the Program, without refund, if, in the Company's sole and absolute discretion, you or your Partner: (i) become disruptive or difficult to work with, (ii) fail to follow Program guidelines (which may be revised or amended from time to time by the Company), (iii) violate, attempt to violate, or display a likelihood of violating any provisions of this Agreement, fail to timely make any payment when due, or (iv) cast aspersions upon, disparage, threaten, or impair the participation of Program instructors, Company representatives or Program participants, whether in person, via videoconference, social media, or in any other venue where Program participants, instructors or Company representative gather. All Company decisions will be final and binding upon you.
9. Participant Information. We respect your privacy and must insist that you respect the privacy of fellow Program participants. By signing below, you agree not to violate the publicity or privacy rights of any Program participant. We respect your confidential and proprietary information, personal details and situations (collectively, "**Participant Information**") and must insist that you respect the same rights of fellow Program participants and of the Company. By signing below, you agree (i) that any Participant Information shared by Program participants or any representative of the Company is confidential and proprietary, and belongs solely and exclusively to the disclosing party, and (ii) not to disclose such information to any other person or use it in any manner other than in discussion with other Program participants during Program sessions. Further, you are solely responsible for keeping private any Program content provided to you and you will not share any Program content with others, regardless of their age.
10. Confidential and Proprietary Information. As a Program participant you will be provided with materials and information, including Program content, information, software, methods and materials, intellectual property, know-how, and Participant Information, that belong solely and exclusively to the Company and constitute the Company's confidential and proprietary information (collectively, "**Proprietary Information**"). All Proprietary Information is provided only for your noncommercial use in your personal relationships and may only be used by you as authorized by the Company. You shall not infringe the Company's copyright, patent, trademark, trade secret or other intellectual property rights. In addition, you shall not reproduce, distribute, teach, transmit, share, broadcast or sell this Proprietary Information, or permit anyone else to do so. These prohibitions include recording or reproducing any portion of Program sessions without the Company's prior written permission, or live-streaming or posting such recordings on social media, or using them for any other purpose. No portion of the Program can be stored, reproduced, recorded, translated, processed through artificial intelligence or used to produce any derivative works, or transmitted in any form or by any means (electronic, photographic, mechanical, or any other medium) without the Company's express written permission. If you violate, or appear likely to violate, any of the covenants contained in this paragraph, the Company may terminate your participation in the Program, and the Company may pursue any of its available remedies at law or in equity, including injunctive relief, to prohibit any such violations, or to protect against the harm of such violations.

11. License. The Company grants you a limited, nonexclusive, nontransferable, nonsublicensable, terminable, and royalty-free license to use, store, and retain one copy of the Proprietary Information for your personal, noncommercial use, during your enrollment in the Program. This is the grant of a license, not a transfer of title, and under this license you may not:

- a. Modify or copy the Proprietary Information;
- b. Use the Proprietary Information for any commercial purpose, or for any public display (commercial or non-commercial);
- c. Attempt to decompile or reverse engineer any software contained on Relationship Development, LLC's website;
- d. Remove any copyright or other proprietary notations from the Proprietary Information; or
- e. Transfer the Proprietary Information to another person or "mirror" the Proprietary Information on any other server.

This license will automatically terminate if you violate any of these restrictions and may otherwise be terminated by the Company at any time. Upon termination of this license, you must promptly return, delete, or destroy all Proprietary Information in your possession whether in electronic or printed format. You shall certify, upon demand from the Company, that you have permanently deleted or destroyed such information. Notwithstanding the return or destruction of Proprietary Information, you, Partner, and your respective representatives remain bound by the obligations of confidentiality and other obligations under this Agreement.

12. Nonsolicitation. You acknowledge and agree that the Company's business is highly competitive, that Company invests substantial resources in locating, hiring, and training employees, and that the loss of employees to a competitor would cause immediate, immeasurable, and irreparable harm, loss, and damage to Company not adequately compensable by a monetary award. Accordingly, you agree not to directly or indirectly solicit any employee or agent of Company to disengage employment or retention with Company. In addition, while you are a participant in the Program, including any renewals and extensions of the Program, and while you remain otherwise affiliated with the Company (such as by becoming a coach), and for five years after you cease being a participant in the Program or otherwise cease being affiliated with the Company, you shall not directly or indirectly solicit or divert or attempt to solicit or divert business from any customer or vendor of the Company regarding any competing product or service or otherwise induce or attempt to induce any such customer or vendor to cease doing business with the Company.

13. Internet Access. Some or all of the Program will be delivered over the Internet, and accordingly is subject to limitations, delays, and other problems inherent in the use of the Internet and electronic communications. Program access is not available in all regions of the world and may not be accessible if you travel, vacation or move to another region

of the world. The Company is not responsible for any delays, delivery failures, viruses, hacker intrusions, or other damage resulting from such problems. The Company does not represent or warrant that your access to the Program will be secure, uninterrupted, or error free, or that the Program or the servers that make the Program available are free of viruses or other harmful components. You are solely responsible for providing your own Internet connection and your failure to do so, or the failure or deficiency of your Internet connection, will not entitle you to a refund of any Program fees, to have your Program participation rescheduled, or to any other remedy predicated upon your Internet connection or lack thereof.

14. Prerecorded Content. The Company may, at its discretion, provide temporary access to a prerecorded version of Program content. Prerecorded content may also be used during online Program events that are streamed over the internet. You understand and agree that the terms of this Agreement apply to all Program activities and content whether live or prerecorded Program access is granted.
15. No Commercial Gain. **The Program is only offered and available to individuals seeking to improve their interpersonal relationships and for noncommercial personal use.** At times, your eligible Partner may be invited to participate in some Program activities, as exclusively decided and defined by Company and subject to Section 1. **By signing this Agreement, you represent and warrant to the Company that neither you nor your Partner are a couples counselor, couples therapist, relationship coach, or in any other manner generate commercial gain through advising others on how to improve their interpersonal relationships, regardless of the media, platform, or modality. You shall immediately notify the Company if you are unsure if this clause applies to you or your Partner.** The Company may immediately terminate this Agreement if it determines you have breached this warranty. If the Company terminates this Agreement because of such a breach, (i) your access to the Program will immediately cease, (ii) you must immediately delete or destroy all Proprietary Information in your possession or control, and (iii) no refund will be issued to you.
16. No Guarantee. The testimonials and examples in or on the Company's website and marketing materials, or that may be otherwise provided to you, are not intended to represent or guarantee that you or anyone else will achieve the same or similar results. You acknowledge and agree that the Company makes no guarantees as part of the Program. Each Program participant's results depend on many factors, including his or her personal situation, relationships, decisions and actions. You acknowledge and agree that the Program is not professional psychological counseling, but rather discussions providing information on the potential for personal growth. **The Company makes no guarantee that your relationship will improve because of your participation in the Program. The Company makes no representation, warranty, or assurance that you will achieve the Program objectives or your own desired goals because of your participation in the Program.**
17. Limited Warranty. The Company represents and warrants that the Program will substantially conform to the description provided on our website from time to time. Otherwise, the Company makes no representation, warranty, or guarantee as to the reliability, timeliness, quality, suitability, truth, availability, accuracy, or completeness of the Program. The Proprietary Information is provided "as is" and with all faults and could

include technical, typographical, or photographic errors. The Company makes no warranties with respect to the Proprietary Information. To the extent any sites are linked to the Proprietary Information or any other part of the Program, the Company has not reviewed the sites so linked and is not responsible for the contents of any such linked site. The inclusion of any link does not imply endorsement by the Company of that website. Use of any such linked website is at the user's own risk. EXCEPT FOR THE EXPRESS WARRANTIES IN THIS SECTION 17, THE COMPANY DISCLAIMS ALL WARRANTIES, WHETHER EXPRESS, IMPLIED, STATUTORY, OR OTHERWISE UNDER THIS AGREEMENT, INCLUDING ALL IMPLIED WARRANTIES OF MERCHANTABILITY, FITNESS FOR A PARTICULAR PURPOSE, TITLE, AND NON-INFRINGEMENT.

18. Not a Substitute for Treatment. **The Program does not involve the diagnosis or treatment of mental disorders as defined by the American Psychiatric Association. The Program content is not to be used as a substitute for counseling, psychotherapy, psychoanalysis, mental health care, substance abuse treatment, sexual or domestic violence abuse counseling from qualified professionals. It is your exclusive responsibility to seek such independent professional, emergency, medical guidance and assistance as needed. If you are currently under the care of a mental health professional, you should promptly inform the mental health care provider of the nature and extent of the Program.**
19. Not Professional, Medical, Legal, or Financial Advice & Not a University. **The Program instructors and other Company personnel are not qualified to provide legal, tax, medical, accounting, or financial advice, and the information provided to you by the Program is not intended as such. You should refer all legal, tax, medical, accounting, and financially related inquiries to appropriately qualified professionals of your choosing. Further, the Company is not, and is not affiliated with, a private or public "university" or other educational institution for higher learning.**
20. Termination of Relationship. You understand and agree that Program instructors, agents, and contractors are not authorized or qualified to advise you to stay in your relationship or to leave or terminate any relationship. **You must disregard and agree to disregard as completely invalid any such suggestion or directive to do so and you are solely responsible for deciding whether to stay in or to terminate any relationship.**
21. Well-being. You understand and agree that you are solely responsible for creating and implementing your own physical, mental, and emotional well-being, decisions, choices, actions, and results arising out of or resulting from your participation, or lack of participation, in any portion of the Program. As such, the Company is not and will not be liable or responsible for any of your actions or inaction, or for any direct or indirect result of your participation in the Program.
22. Your Right. The Program content is a comprehensive process that may involve different areas of your life, including work, finances, health, relationships, education and recreation. Deciding how to handle these issues, or to incorporate Program principles into those areas and implementing choices is your sole and exclusive right and responsibility.

23. Travel. In no event is the Company responsible or liable to you for any travel, trip or accommodation costs or fees, or any other costs, expenses, fees, fines, or liabilities of any kind, arising out of or connected with your participation in the Program, including if this Agreement or your participation in the Program is terminated for any reason. You are solely responsible to pay for any such costs, expenses, or fees. All Program participants should, at their own discretion, purchase appropriate travel and other reasonable and necessary insurance to cover potential and associated risks.
24. Limitation of Liability. The Company is able to keep Program fees affordable because you and other participants agree to reasonable liability limits. **Except if solely caused by the Company's gross negligence or willful misconduct, the Company is not liable for any personal or property damage, loss, or destruction, or personal injury or death, arising out of in any manner, or connected with your participation in the Program.** ADDITIONALLY, IN NO EVENT WILL THE COMPANY BE LIABLE TO YOU FOR ANY CONSEQUENTIAL, INCIDENTAL, INDIRECT, INCIDENTAL, SPECIAL, EXEMPLARY, PUNITIVE, ENHANCED, OR CONTINGENT DAMAGES, LOST PROFITS OR REVENUES OR DIMINUTION IN VALUE ARISING OUT OF, RELATING TO, OR IN CONNECTION WITH THIS AGREEMENT, OR THE PROGRAM, REGARDLESS OF WHETHER THE DAMAGES WERE FORESEEABLE, (B) WHETHER THE COMPANY WAS ADVISED OF THE POSSIBILITY OF THE DAMAGES, AND (C) THE LEGAL OR EQUITABLE THEORY (CONTRACT, TORT, OR OTHERWISE) ON WHICH THE CLAIM IS BASED, AND NOTWITHSTANDING THE FAILURE OF ANY AGREED OR OTHER REMEDY OF ITS ESSENTIAL PURPOSE. TO THE MAXIMUM DEGREE ALLOWED BY APPLICABLE LAW, YOU EXPRESSLY WAIVE THE RIGHT (A) TO CLAIM OR COLLECT CONSEQUENTIAL, INCIDENTAL, INDIRECT, INCIDENTAL, SPECIAL, EXEMPLARY, PUNITIVE, ENHANCED, OR CONTINGENT DAMAGES OF ANY KIND, AND (B) TO CLAIM OR COLLECT LOST PROFITS OR REVENUES OR DIMINUTION IN VALUE. **Further, notwithstanding any other provision of this Agreement, the total amount of any Company liability for any reason whatsoever is limited to the amount that you actually paid for admission to the most recent Program enrollment period.**
25. Financial Burden. You represent and warrant that payment of your fees for Program membership and/or costs of attendance will not place a significant and undue financial burden on you or your family, and that you are otherwise capable of bearing the financial burden of the Program.
26. Offensive Content. The Company instructs in adult topics. You represent and warrant that you and your Partner, as applicable, are at least 21 years of age. You acknowledge and agree that, at times, you may be exposed to Program content that may be considered to be offensive, indecent or objectionable by certain individuals or groups. Under no circumstances will the Company be liable in any way for any such content, or any loss or damage of any kind incurred or suffered by you because of the use of any such content or otherwise made available in connection with the Program.
27. Content Change. Because we believe in constant innovation, you agree that the content, form and nature of the Program may change from time to time and that the Company may modify or change the same without prior notice or liability to you. The

Company also may, in the Company's sole and absolute discretion, use prerecorded content in online Program events, when the prerecorded content would meet or exceed the same Company training objective as an online performance livestream feed.

28. Amendment. The Company may, in the Company's sole and absolute discretion, unilaterally modify, amend, or change this Agreement at any time and from time to time, by giving you notice and sending a revised version of such agreement to you at the most recent address provided to the Company (including email). Unless otherwise provided, any modification, amendment, or change to this Agreement by the Company is effective upon the specified date given in such notice. Following any such modification, amendment, or change, your continued participation in the Program will serve as and be deemed your express assent and agreement to all modifications, amendments, and changes. However, no such amendment or modification by the Company will obligate you to pay any additional sums of money to remain in the Program through the end of the term for which you previously paid in full. Nothing in this section may be construed to prevent the Company from modifying any fees in connection with your renewal or extension of the term of this Agreement. You may not modify, amend, or change this Agreement, and any such modifications by you are void, unless agreed to by the Company in a writing signed by an authorized Company representative.

29. Force Majeure. The Company will be not be considered in breach or in default of this Agreement because of, and will not be liable for, any delay, inability, or failure to perform its obligations under this Agreement caused (directly or indirectly) by any occurrence outside the Company's reasonable control, including (i) acts of God, fire, floods, hurricanes, windstorms, or other casualties, (ii) strikes, labor disputes, lockouts, unavailability of services, labor, building materials or reasonable substitutes, or the imposition of a tariff or duty on materials required under this Agreement, or material or labor restrictions by governmental authority, (iii) civil disorder, acts of war or terrorism, enforcement of governmental regulations or requirements, present or future governmental restrictions, regulation, control, inaction and/or delays, injunction, or court order, (iv) disease outbreak, epidemic, pandemic, or other declaration of public health emergency, quarantine restriction, or any act of any governmental body or authority that results in the closure of or restrictions on Company's business, or (v) any other cause not within the Company's control, as the case may be (collectively, "**Force Majeure**"). If any portion of the Program is cancelled or postponed because of a Force Majeure event, the Company may, at its option and in its sole discretion: (a) reschedule any portion(s) of the Program, in which case your registration will be transferred to the rescheduled date(s); (b) grant you a credit for a future Program event, minus a reasonable administrative fee for the canceled/postponed Program event; (c) issue a refund for all fees (not including travel) you paid to the Company that are attributable to the canceled/postponed Program event, minus a reasonable administrative fee for the canceled Program event; or (d) any combination of the above.

30. Media Release. In consideration of the Company's approval of your attendance in Program activities, you acknowledge and agree as follows:

a) You grant the Company and to its officers, employees, agents, successors, and assigns the right to use photographs, images, silhouettes, video, and audio impressions

of you captured and recorded during Program activities (the "**Impressions**"), and the right to use the Impressions and other reproductions of physical likeness and class-related work, including but not limited to any still image, videotaped image, CD-ROMs, DVDs, other analog or digital means, or any other media (individually or collectively, "**Media**"), in connection with or as part of any presentation, program, publication, product, transmission, advertisement, publicity, or other commercial endeavor in which the same may be used or incorporated, in perpetuity. You understand these Media may be used for commercial, educational, informational, or any other purposes. In addition, you waive any claims that any use of your photograph, image, video, or audio impressions as permitted hereunder portrays you in a derogatory manner or false light.

- b) You agree that the Company will exclusively own, jointly and severally, all rights, title and interest, including copyright in, and to, the Impressions and the Media, with worldwide and perpetual rights. Company may, for any purpose, use, adapt, change, delete from or add to such form and content, combine all or any part of the original Impressions with others, and use, distribute, advertise, market, and otherwise exploit any of the foregoing in any manner and in any medium, as Company determines in its sole discretion, without compensation to you. You agree to cooperate with the Company, at its expense, in all further actions, that Company deems necessary or desirable to confirm, register, protect, or enforce the Company's rights in and to the Impressions and the Media. You waive all rights of copyright or ownership that you might otherwise have in or to any of the Media or products in which the Impressions appear, and you agree to assign, and do hereby assign, to the Company any such right, title, and interest in and to any such Media or products. You agree to execute all documents deemed necessary or desirable by the Company in connection therewith. You waive all rights of copyright or ownership in or to the resulting commercial, educational, or informational materials in which you appear, and acknowledge no monetary or other compensation is provided in exchange for waiving this right. You also agree to allow all forms of distribution of any materials that accompany the Impressions.
- c) If you participate in Program activities by videoconference or in social media, you will not display any background that includes any copyrighted image, artwork, or logo that you do not own or do not have permission to use. If you own an image, artwork, or logo that you display as part of a background, you hereby grant the Company a royalty-free and irrevocable license to use that image, artwork, or logo captured as part of the Impressions as otherwise permitted hereunder.
- d) The Company strives to create a welcoming environment for all participants. If you participate in Program activities, you agree that you will not present or display backgrounds, images, statements or slogans of any kind that may reasonably be deemed obscene, indecent, inflammatory, libelous, fraudulent, misleading about the Company, discriminatory or inciting violence of any kind. Further, you agree that you will not post, present or display content that may be reasonably deemed to be an advertisement, promotion, solicitation or that endorses any commercial, financial, medical, mental health or political organization. The Company may, at its sole and

absolute discretion and without prior notice to you or your Partner, terminate this Agreement and/or limit, suspend, or terminate your participation in the Program or Program activity, without refund, if you violate this clause of this Agreement.

- e) You understand that videoconference Impressions and social media posts may be viewed by third parties and other persons viewing the Program activity. You release the Company from any liability, and waive any claims against the Company, arising from the appropriation or other use of the Impressions or posts by any third party, or any other act or omission of a third party facilitated (in whole or in part) by your participation in the Program.
31. Class Action Waiver. Where permitted under applicable law, you and the Company agree that each may bring claims against the other only in your or its individual capacity, and not as a plaintiff or class member in any purported class or representative action. Unless both you and the Company agree, no judge or arbitrator may consolidate more than one person's claims or otherwise preside over any form of a representative or class proceeding.
32. Indemnification. Primary Student shall indemnify, defend, and hold harmless Company, its officers, directors, agents and employees, from and against any and all losses, claims, demands, suits, actions, proceedings and expenses (including reasonable attorney fees and costs), including all acts of negligence, infringement and malfeasance, directly or indirectly arising out of or resulting from (i) any act or omission of Primary Student or Partner related to the Program; (ii) any unauthorized use by Primary Student or Partner of Proprietary Information; (iii) any breach of any representation, warranty, or covenant of Primary Student or Partner contained in this Agreement, or otherwise made to Company; or (iv) any breach by Primary Student or Partner of any applicable law.
33. Nonwaiver of Remedies. The failure or neglect of a party to enforce any remedy available because of another party's failure to observe or perform a term or condition set forth in this Agreement will not constitute a waiver of the term or condition. A waiver by a party (i) must be in writing, (ii) will not affect any term or condition other than the one specified in the waiver, and (iii) will waive a specified term or condition only for the time and in a manner specifically stated in the waiver.
34. Entire Agreement; Severability. This Agreement constitutes the parties' entire, completely integrated agreement and supersedes all prior memoranda, correspondence, conversations, and negotiations. The provisions of this Agreement are severable, and if any portion of this Agreement is held or declared to be illegal, invalid, or unenforceable, such illegality, invalidity, or unenforceability will not affect any other provision of this Agreement, and the remainder of this Agreement, disregarding such portion, will continue in full effect.
35. Governing Law, Jurisdiction, and Venue. This Agreement will be governed by Idaho law, without giving effect to that state's conflict of laws jurisprudence. The state and federal courts of Idaho have jurisdiction, and the exclusive venue for mediation, litigation, and all other proceedings (each, a "**Proceeding**") will be in Boise, Ada County, Idaho. If the Company institutes a Proceeding against you and thereafter prevails in that Proceeding,

the Company will, in addition to any other damages awarded, be awarded its reasonable attorney fees and costs in the Proceeding, including trial, arbitration, mediation, or appeal, as awarded by the court, arbiter, or mediator.

36. Interpretation. For purposes of this Agreement, (a) the words "include," "includes," and "including" are deemed to be followed by the words "without limitation;" (b) the word "or" is not exclusive; and (c) the words "herein," "hereof," "hereby," "hereto," and "hereunder" refer to this Agreement as a whole. This Agreement must be construed without regard to any presumption or rule requiring construction or interpretation against the party drafting an instrument or causing any instrument to be drafted.
37. Counterparts; Execution. This Agreement may be executed in any number of separate counterparts (including by facsimile or other electronic means), and all counterparts taken together will constitute the same instrument. This Agreement may be delivered by facsimile or other form of electronic delivery, and a facsimile, scanned, or other form of electronic copy of this Agreement will be binding as an original. This Agreement may be executed through the use of electronic signature, which each party acknowledges is a lawful means of obtaining signatures in the United States. Each party's electronic signature is the legal equivalent of its manual signature on this Agreement. Each party's use of a keypad, mouse, or other device to select one or more letters, characters, numbers, or other symbols in digital form incorporated in, attached to, or associated with an electronic document constitutes its signature ("**E-Signature**"), acceptance, and agreement as if actually signed by such party in writing. No certification of authority or other third-party verification is necessary to validate a party's E-Signature and that the lack of such certification or third-party verification will not affect the enforceability of its E-Signature.

**This is a legally binding contract between you and the Company. By signing below, you are acknowledging that you have read, agree to, and accept all of the terms and conditions contained in this Agreement, and that you intend for the Company to rely upon this acknowledgement.**

**{ END OF Participation Terms – Full Terms For Web Page PREVIEW }**