

PLEASE READ THIS DOCUMENT CAREFULLY

This document sets out the terms for use of the Mark Morris Institute, Inc (“MMI”) website and learning management system. It governs both our Course & Content Creators (“Instructors”) and our end users (“Students”). Because this document represents our agreement with you about your use of our platform, please take the time to read this document.

Our Terms of Use (“Terms” or “Agreement”) also includes our Privacy Policy, and any other documents referred to by those agreements, and they, as a whole, govern any and all of the access to the MMI platform, whether you are a visitor, guest, Instructor, Student, etc.

MMI’s Platform can be found at <https://lms.markmorrisinstitute.org> and also includes all of the subdomains, mobile applications, any other media, location, application, etc. owned, managed, operated, etc. by MMI. When referring to the infrastructure in this Agreement, we will be collectively referring to them as the “Platform”.

I. Introduction

MMI, Inc. (“MMI”) provides an online platform designed to allow us to teach and, design, publish, and sell courses and services (“Content”) to our Students. MMI offers this Content via the Platform and will be referred to in this Agreement as “MMI Services”.

By using our Platform in any manner, you are expressly agreeing to, and give your consent to be governed by, these Terms. If you do not agree with these Terms or you do not wish to be bound by these Terms, you must not use or access MMI’s Platform in any manner.

MMI is a content provider and an educational institution. Instructors and Students are not employees of MMI. MMI is not responsible for interactions between Instructors and Students, with the exception of providing the technological means through which Instructors may broadcast and otherwise make their Content available. MMI is not liable for any disputes, claims, losses, injuries, or damage of any kind that may arise out of the Instructor/Student relationship, including but not limited to, any Student’s

reliance upon any information provided by a Instructor or Instructor Content at any time.

As stated in our Privacy Policy, MMI only provides Instructors with limited information about the Students enrolled in their Content, including name, email address, IP address, and the Content in which the Student has enrolled. This information is only available to the Instructor upon the purchase or enrollment of a Student in the Instructor's Content. MMI does not provide, sell, rent, release, disclose, etc. Student data to Instructors or anyone else for monetary or other valuable consideration.

Students assume full responsibility for the disclosure and use of any other personal information the Student chooses to disclose to any Instructor on the Platform.

II. Age of Access

A. You must be at least 18 years old to use the Platform, or, if you are between the ages of 13 and 18, you must have your parent or guardian's permission to use the Platform. By using our Platform, you are telling us by your actions that you have obtained that permission (you are 'representing' and 'warranting' that you have obtained the appropriate permissions to use our Platform). If you are under the age of 13 you may not use our Platform in any manner nor may you register for an account.

III. License to Instructors & Students

A. MMI grants You a limited, non-exclusive license to access and use MMI's Platform for your own personal and commercial purposes. This license is only for Your use and may not be assigned or sublicensed to anyone else, without MMI's express written consent. Except as expressly permitted by MMI in writing, you will not try to reproduce MMI's Platform. You also agree that in exchange for this license You will not engage in any activity that would interfere with or damage or harm the Platform. All rights not expressly granted by MMI are reserved.

IV. Code of Conduct

1. No Illegal Activity: Do not use the MMI Platform for any illegal activity. You are not allowed to use our Platform to engage in any kind of conduct that violates any applicable federal, state, local, or international law or regulation (including, without limitation, any laws regarding the export of data or software to and from the US or other countries)
2. No Fraud: Fraud will not be tolerated in any capacity
3. No Bad Code: Do not use the MMI Platform to transmit, distribute, send, etc. viruses, worms, or any other code that may be deemed dangerous, harmful, or destructive in any manner
4. No Spamming: You may not use the MMI Platform to engage in any activities that will result in sending spam to anyone on the MMI Platform, including MMI (and its employees), Instructors, and Students
5. Be Civil: When using the MMI Platform we are going to be civil and respectful at all times
6. No Exploitation: You will not use the MMI Platform to try to gather personal information on anyone, outside of the limited permissible uses for offering your Content
7. No Impersonation of MMI or its Employees: Imitation is the sincerest form of flattery, but not when it comes to representing that You are a part of MMI. You will not impersonate MMI or any of its employees
8. No Data Mining or Bots: You may not use any data mining, robots, or similar data gathering or extraction methods; and
9. No Use Other Than Intended: You may not use the Platform or any content contained on the Platform for any purposes other than intended.

B. If You violate this Code of Conduct we reserve the right to remove You and any of Your Content from the MMI Platform. Whether conduct violates our Code of Conduct will be determined in MMI's sole discretion.

V. Course and Coaching Content

A. There are certain subject matter types that we simply will not allow to be published on MMI.

1. MMI reserves the right to remove You and Your Content should Your Content contain material (determined, in our sole discretion) that is libelous, slanderous, pornographic, obscene, unlawful, threatening, defamatory, or otherwise

objectionable or violates any party's intellectual property or any other part of this Agreement

VI. MMI's General Rights In Operating Its Platform

A. MMI reserves the following rights over the entire MMI Platform:

1. MMI may modify, terminate, or refuse to provide MMI Services at any time for any reason, without notice
2. MMI may remove anyone from the MMI Platform at any time for any reason, solely in MMI's discretion. This right is not modified by any other section of this Agreement
3. MMI may, but has no obligation to, monitor any content that appears on the MMI Platform or review any conduct occurring through the Platform, including any interactions between Instructors and Students and MMI employees
4. MMI reserves the right to modify, suspend, or alter its refund policy, at its sole discretion
5. If You close Your account, MMI may keep a copy of Your information after termination.
6. MMI reserves the right to remove You and Your Content without warning if You violate any of the provisions of this Agreement
7. MMI has, in its sole discretion, an absolute right to modify, change, alter, suspend, or terminate any provision of this Agreement without warning at any time

VII. Third Party Communications

A. By using MMI's Platform, You may receive communications from third parties (e.g. an Instructor may communicate with a Student). MMI is not responsible for these communications and shall not have any liability in connection with them. You are solely responsible for assessing and verifying the identity and trustworthiness of the source and content of any such third-party communications. MMI assumes no responsibility for verifying, and makes no representations or warranties regarding the identity or trustworthiness of the source or content of any such third-party communications.

VIII. Third Party Offerings

A. Through the MMI Platform, You will have the ability to access content, links to websites, and services provided by Instructors, Students, and other third parties (“Third Party Offerings”). Your use of any Third-Party Offerings provided on this Platform or a third party website is at your own risk. MMI does not monitor or have any control over, and makes no claim or representation regarding Third Party Offerings and accepts no responsibility for reviewing changes or updates to, or the quality, content, policies, nature or reliability of, Third Party Offerings. You should review applicable terms and policies, including privacy and data gathering practices, of any third party, and should make whatever investigation You feel necessary or appropriate before proceeding with any transaction with any third party.

IX. Cancellation and Deletion

A. Deletion

1. You may delete Your account at any time
2. Any account on the free plan may be deleted if it remains inactive (e.g., the user fails to log in) for a continuous period of at least six (6) months. Activity will be determined by MMI in its sole discretion
3. Accounts on paid plans will be considered active accounts unless You explicitly ask us to delete Your account.
4. If Your account is deleted (regardless of the reason), Your Content may no longer be available. MMI is not responsible for the loss of such content upon deletion
5. Upon deletion of Your account (regardless of the reason), all licenses granted by MMI will terminate

B. Effect of Cancellation/Deletion

1. Should a school, course, Instructor account, or Student account be canceled or deleted, the Instructor or Student may no longer have access to MMI Content and Content may be irrecoverable. MMI shall not be liable to any party in any way for the inability to access Content arising from any cancellation or deletion, including any claims of interference with business or contractual relations

X. Errors and Corrections

1. MMI does not guarantee that the Platform or any services offered through the Platform will be error-free or otherwise reliable, nor does MMI guarantee that defects will be corrected or that any offerings through the Platform will always be accessible. MMI may make improvements and/or changes to the Platform and their features and functionality at any time, and will use commercially reasonable efforts to avoid disrupting peak hours, though some downtime may occur. Errors in Content are the responsibility of the Instructor who owns the Content.
2. We reserve the right to amend the Platform, and any service or material we provide on the Platform, in our sole discretion without notice. We will not be liable if for any reason all or any part of the Platform is unavailable at any time or for any period. From time to time, we may restrict access to some or all of the Platform to Instructors and Students.

XI. Limitations of Liability

In running the Platform, we require that You understand and agree that MMI is not liable for a number of things, including Your breach of this Agreement and losses that may result from Your use of the Platform. We also require that You understand and agree that the Platform is offered As Is and may not always be 100% perfect or reliable and that MMI doesn't warrant or guarantee that it will always be free of errors or defects. Any claims for damages against MMI will be limited to a portion of the fees You have paid us.

Our limitations of liability are as follows:

- A. You agree that MMI, including its employees, officers, directors, and agents, shall not be liable for any kind of loss, injury, claim, or damages resulting from Your use of the MMI Platform.
- B. You agree that MMI shall not be liable for any injuries, losses, claims, or damages that result from Your use or engagement with third party content, downloads, or communications.
- C. MMI is not liable for any losses or damage caused by any viruses, distributed denial of service attacks, and any and all other malicious computer code. Malicious computer code means computer code or other mechanisms of any kind designed to disrupt, disable or harm in any manner the operation of any software or hardware or other

business processes or to misuse, gain unauthorized access to or misappropriate any business or personal information, including worms, bombs, backdoors, clocks, timers, or other disabling device code, or designs or routines that cause software or information to be erased, inoperable, or otherwise incapable of being used, either automatically or with passage of time or upon command.

D. MMI does not guarantee that any files available for downloading from the Platform will be completely free from viruses or other harmful computer code.

E. The MMI Platform is provided to You on an “As Is, As Available” basis. As such, You agree to have an external method of recovering any lost data that may be uploaded to the MMI Platform.

F. MMI disclaims any warranties to the Platform and the content contained therein, including warranties for merchantability, fitness for a particular purpose, non-infringement, or title.

G. MMI shall not be liable for any special, direct, indirect, incidental, punitive, or consequential damages, resulting from the use of or inability to use the Platform.

H. You agree that MMI shall not be liable for any losses, injuries, claims, or damages from Your violation or breach of this Agreement. You agree to indemnify, defend, and hold harmless MMI, its present and future officers, directors, employees, agents, licensors, suppliers, and any third party information providers to the Platform from and against all claims, losses, expenses, damages, and costs, including reasonable attorneys’ fees, resulting from any violation of this Agreement by You or arising from or related to Your use or misuse of the Platform (including, without limitation, use in contravention of this Agreement, other MMI policies, and copyright and other intellectual property law).

I. You are solely responsible for ensuring that Your use of the Platform complies with applicable law and does not violate the rights of any third party, including, without limitation, intellectual property rights. You assume all liability for any claims, suits or grievances filed against You, including, but not limited to, all damages related to Your use of the Platform.

J. You may not assign Your rights under this Agreement without MMI's prior written consent.

K. Should MMI's limitation of liability not be applicable, MMI's sole obligation to You, or any third party, for damages shall not exceed the amounts paid by You to MMI over the prior twelve (12) months directly preceding your claim, unless otherwise required by law.

L. You agree that MMI shall not be liable for any content that appears on the Platform.

M. Except as set forth herein, nothing express or implied in this Agreement is intended or implied to confer, and nothing herein shall confer, any rights, remedies, liabilities, or obligations whatsoever upon any person or entity.

N. You agree that any cause of action or claim that You may have against MMI must be brought against us within one (1) year after the cause of action or claim arises. Should You not commence such cause of action or claim within this time period, it shall be barred.

XII. Remedies for Violations

A. MMI reserves the right to seek all remedies available at law and in equity for violations of this Agreement, including but not limited to removing Instructors and Students from the Platform, the right to block access to the Platform from a particular IP address or other user identifier, or to refer the violation to the appropriate law enforcement authorities.

XIII. Communications

A. MMI may notify You of relevant information regarding the Platform and MMI Services in any of the following ways: (a) by emailing You at the contact information You provide in Your account registration, (b) by posting a notice in dashboard areas of the Platform, and (c) by posting the notice elsewhere on the Platform in an area suitable to the notice. It is Your responsibility to periodically review the Platform for such notices.

B. Subject to the Privacy Policy, if you send to MMI or post on the Platform in any public area any testimonials, techniques, suggestions, workflows, or know-how ("User Submissions"), for any purpose, including the developing, manufacturing, and/or marketing of products or services incorporating such information, you acknowledge that MMI can use such User Submissions without acknowledgement or compensation to you, and you waive any claim of ownership or compensation or other rights you may have in relation to your User Submissions. We actively review User Submissions for new ideas. If you wish to preserve any interest you might have in your User Submissions, you should not post them to the Platform or send them to us.

XIV. Governing Law and Jurisdiction; Disputes and Arbitration

A. This Agreement shall be governed in accordance with the laws of the State of Kansas without regard to its conflicts of laws principles. Any action arising out of or relating to this Agreement shall be filed only in the state or federal courts located in the County of Shawnee in the State of Kansas. You consent and submit to the exclusive personal jurisdiction of such courts for the purpose of litigating any such action

B. Any dispute, controversy, proceeding, or claim arising out of or in connection with or relating to this Agreement, shall be resolved by binding confidential arbitration by JAMS pursuant to its Optional Expedited Arbitration Procedures then in effect for JAMS, except as provided herein

C. The arbitration will be conducted in Shawnee County, Kansas, unless You and MMI agree otherwise. Any judgment on the award rendered by the arbitrator may be entered in any court of competent jurisdiction. Nothing in this section shall be deemed as preventing MMI from seeking injunctive or other equitable relief from the courts as necessary to prevent the actual or threatened infringement, misappropriation, dilution, or violation of our data security, intellectual property rights, or other proprietary rights

D. You and MMI agree to waive the right to trial by jury. You further agree that any proceedings to resolve any disputes shall be done solely on an individual basis and that You will not seek to have any dispute heard as a class action, a representative action, a collective action, a private attorney-general action, or in any proceeding in which You act or propose to act in a representative capacity

E. You also agree that no proceeding will be joined, consolidated, or combined with another proceeding without the prior written consent of MMI and all parties to any such proceeding

XV. California Civil Code Section 1789.3

A. California websites users are entitled to the following specific consumer rights notice: The Complaint Assistance Unit of the Division of Consumer Services of the California Department of Consumer Affairs may be contacted in writing at 400 R Street, Suite 1080, Sacramento, California, 95814, or by telephone at (916) 445-1254 or (800) 952-5210

B. Complaints or requests for further information can be sent to the address listed in the Contact Us section of this Agreement

XVI. Privacy

A. Your use of the Platform is subject to our Privacy Policy.

XVII. Entire Agreement; Severability of Provisions; No Waiver

A. These Terms of Use incorporate by reference any notices contained on the Platform, including within the Privacy Policy, and constitute the entire agreement with respect to access to and use of anything offered by MMI, including the Platform, MMI Services, and any Content

B. If any provision of this Agreement is deemed unlawful, void, or unenforceable by a court of law exercising proper jurisdiction, that provision shall be deemed severed from the remaining provisions and shall not affect their validity and enforceability

C. No waiver of any provision hereof shall be valid unless in writing signed by the parties. Any failure to enforce any right or remedy hereunder shall not operate as a waiver of the right to enforce such right or remedy in the future or of any other right or remedy

XVII. OFAC

A. You represent and warrant that You are not, nor are You owned or controlled directly or indirectly by, any person, group, entity or nation named on any list issued by the Department of the Treasury's Office of Foreign Asset Control ("OFAC"), or any similar list or by any law, order, rule or regulation or any Executive Order of the President of the United States, including Executive Order 13224, as a "Specially Designated National and Blocked Person", terrorist, or other banned or blocked person (any such person, group, entity or nation being hereinafter referred to as a ("Prohibited Person")); (ii) You are not (nor are You owned or controlled, directly or indirectly, by any person, group, entity or nation which is) acting directly or indirectly for or on behalf of any Prohibited Person; (iii) You (and any person, group, or entity which You control, directly or indirectly) have not conducted nor will conduct business nor have engaged nor will engage in any transaction or dealing with any Prohibited Person in violation of the U.S. Patriot Act or any OFAC rule or regulation, including, without limitation, the making or receiving of any contribution of funds, good or services to or for the benefit of a Prohibited Person in violation of the U.S. Patriot Act or any OFAC rule or regulation; (iv) You are not prohibited by any sanctions program as maintained by OFAC from transacting with MMI, including those sanctions programs currently in effect with respect to Cuba, Iran, North Korea, Syria, Venezuela, or Crimea. In connection with the foregoing, it is expressly understood and agreed that the representations and warranties contained in this subsection shall be continuing in nature.

XIX. Changes to the Terms of Use

A. MMI may review and update this Agreement at any time in our sole discretion and it is Your responsibility to stay informed of those changes. All changes are effective immediately when posted and apply to all uses of the Platform thereafter. Your continued use of the Platform following the posting of revised Terms of Use means that You accept and agree to be bound by the changes. Please check this webpage periodically for updates.

XX. Titles/Headings

A. The headings and titles of sections to this Agreement have been inserted for the convenience of reference for the parties and are for informational purposes only and shall not be deemed to be a part of the language of this Agreement. Neither You nor

MMI shall rely on, or interpret substantively, the headings when construing the meaning of each section or the Agreement as a whole.

XXI. Gender/Plural

A. Whenever such wording may appear in this Agreement, words in the singular shall mean and include the plural and vice versa and words in the feminine shall mean and include the masculine and vice versa.

XXII. Contact Us

A. If you have questions or concerns regarding these Terms of Use, the Platform, MMI Services, or Content, You may contact Us via physical or electronic mail at the address below. Note: the MMI office is not open to the public:

MMI, Inc.

PO Box 2907

Topeka, KS 66601

Email: info@markmorrisinstitute.org