

Product Terms of Use

Updated June 23, 2017

Coaching and Assessment Package Terms

Personality assessment products are offered as a service of Sagespring Associates LLC and were created to enable people to discover, develop and apply their self-knowledge in every aspect of their lives. Your use of Assessment products or services is governed by these Product Terms. By purchasing and using Assessment products or services, you accept without limitation or qualification all Product Terms. Sagespring Associates reserves the right, at its sole discretion, to change, modify, add or remove portions of these Product Terms at any time. All changes are effective immediately when posted. Sagespring Associates will notify you when any material changes, modifications or additions to these Product Terms are made. Your continued use of the Sagespring Associates services means that you accept and agree to these changes. You will be subject to the terms and conditions, policies and Product Terms in force at the time that you use the Sagespring Associates services. If any of these Product Terms are deemed invalid, void or for any reason unenforceable, that condition will be deemed severable and will not be part of this Agreement. For the purposes of these Product Terms, the words content, assessment(s), and tool(s) apply to all product offerings of Sagespring Associates.

These Product Terms incorporate the provisions contained in Sagespring's Site Terms of Use and Sale.

All Assessment materials published by Sagespring Associates in any form of media, including, but not limited to, text, news articles, photographs, images, illustrations, audio clips, video clips, poll results, trademarks, service marks, logos, training materials, and other material (collectively, "Content"), are protected by U.S. and international copyright and other intellectual property laws and are owned or controlled by Sagespring Associates LLC or the party credited as the provider of the Content.

You may use Content on the Sagespring Associates Assessment Center website and from the Assessment Coaching Kits for personal or organizational purposes. You may not copy or republish Content from the website or Assessment Coaching Kit materials, except for those items included on the Assessment Coaching Kit portable media device (DVD or USB flash drive). The items on the portable media device are specifically designed for republication for personal or organizational purposes.

In the event of any permitted copying, redistribution or publication of copyrighted

material, no changes in or deletion of author attribution, trademark legend or copyright notice shall be made. You acknowledge that you do not acquire any ownership rights in these copyrighted materials by downloading them. To protect the science and concepts behind Sagespring Associates' Assessment work, Sagespring Associates LLC reserves the right to audit any user created content. Based on the results of that audit, Sagespring Associates may require modification of user created content.

For specific trademark and copyright information, please review the Trademark and Copyright Guidelines under the Site Terms of Use and Sale.

If you are purchasing or accessing Assessment Content for use by someone other than yourself, you are responsible for complying with the additional Professional Conduct Rules.

Ownership of Individual Assessment

The individual who participated in the Sagespring Associates assessment owns his or her results, regardless of whether the individual purchased the Access Code or the Access Code was purchased for his or her benefit. Only this individual can give permission to share his or her results. If an employer, coach, consultant, or other individual or entity (collectively, the "Purchaser") purchases Sagespring Associates assessment access for an individual, the Purchaser may be granted access to the results, but the individual will still own the results, and the Purchaser may not share the individual results without prior consent from the individual. Purchasers who receive access to individual results have an obligation to protect the privacy and confidentiality of the individual.

The Assessments offered on the Sagespring Associates Assessment Center website are intended to be used by individuals age 14 years and older. If you are a school administrator, teacher or otherwise part of an educational organization and you intend to have students participate in any Sagespring Associates assessment, you agree to take all necessary actions to comply with applicable student privacy laws, including, but not limited to, the Family Educational Rights and Privacy Act (FERPA).

Access Codes for Sagespring Associates Assessment

Each individual will receive an Access Code to participate in the Sagespring Associates Assessment or assessment they purchased. Purchasers are responsible for the distribution of Access Code(s) and for any uses, acts or omissions while their Access Code(s) are being used.

Professional Conduct Rules

In your use of the content, any related Assessment materials or the individual Assessment of another individual for the purposes of coaching, training or consulting

with that individual or an organization, you agree to conduct yourself in a way that reflects positively on Sagespring Associates and the Content. The following Professional Conduct Rules are the minimum expectations Sagespring Associates places on the relationships you create with individuals or organizations.

- You acknowledge that nothing in the Product Terms, the Professional Conduct Rules or your work with Assessment shall be construed as creating a partnership, joint venture, agency relationship, or the granting of a franchise between Sagespring Associates and you.
- You shall not make any representations, warranties or guarantees to anyone on behalf of Sagespring Associates LLC.
- You will not knowingly make untrue or misleading claims, and you are responsible for setting clear, appropriate and culturally sensitive boundaries.
- You acknowledge that Sagespring Associates Assessment or assessments are not validated as selection/hiring tools under the Uniform Guidelines promulgated by the EEOC, and as such, you will not use a Sagespring Associates Assessment or assessment as a hiring tool or for selection purposes.
- You shall not advertise, promote, or suggest in any manner that the services you provide to individuals or organizations in connection with the Assessment Content are provided by or sponsored by Sagespring Associates, except to state that, if applicable, you have completed one or more Sagespring Associates Assessment Workshops, or you have successfully completed all requirements for coaching certification. Additionally, you will not claim that you are employed by, affiliated with or sponsored by Sagespring Associates.
- You will not claim to be a Sagespring Associates-Certified Assessment Coach unless you complete the requirements to be certified, which includes successful completion of any required recertification programs.
- You will respect the right of the individual or organization to terminate the consulting process at any time.
- You will respect the confidentiality of the individual's or organization's information, except as otherwise authorized by the individual or organization or as required by law.
- You will obtain agreement from the individual or organization before releasing their names as clients or references or any other identifying information.

- You will obtain agreement from any person you consult with before releasing information to another person compensating you.
- You will accurately create, maintain, store, and dispose of any records of work done in relation to the practice of consulting in a way that promotes confidentiality and complies with any applicable laws.
- Your use of the Content shall not harm the reputation of Sagespring Associates or the Content.
- You must notify all participants in writing of Sagespring Associates' trademarks. A complete listing of Sagespring Associates trademarks can be found here.
- You must notify all participants in writing that you and your company are not authorized representatives of Sagespring Associates, and you must include the following in any non-Sagespring Associates material:

The non-Sagespring Associates information you are receiving has not been approved and is not sanctioned or endorsed by Sagespring Associates in any way. Opinions, views and interpretations of Sagespring Associates Assessment or results are solely the beliefs of [Insert Name of Company or Individual].

End of Sagespring Associates Assessment and Product Terms

Sagespring Associates Course Terms

Course products are offered as a service of Sagespring Associates LLC. Your use of Course products or services is governed by these Product Terms. By purchasing and using Course products or services, you accept without limitation or qualification all Product Terms. Sagespring Associates reserves the right, at its sole discretion, to change, modify, add or remove portions of these Product Terms at any time. All changes are effective immediately when posted. Sagespring Associates will notify you when any material changes, modifications or additions to these Product Terms are made. Your continued use of the Sagespring Associates services means that you accept and agree to these changes. You will be subject to the terms and conditions, policies and Product Terms in force at the time that you use the Sagespring Associates Services. If any of these Site Terms of Use and Sale are deemed invalid, void, or for any reason unenforceable, that condition will be deemed severable and will not be part of this Agreement.

All Course materials published by Sagespring Associates in any form of media, including, but not limited to, text, news articles, photographs, images, illustrations, audio clips, video clips, poll results, trademarks, service marks, logos, training materials, and

other material (collectively, "Content"), are protected by U.S. and international copyright and other intellectual property laws and are owned or controlled by Sagespring Associates LLC or the party credited as the provider of the Content.

These Product Terms incorporate the provisions contained in Sagespring Associates' Site Terms of Use and Sale.

You may use Content on the Course website and from the Course Kits for personal or organizational purposes. You may not copy or republish Content from the website or Course Kit materials, except for those items included on the Course Kit portable media device (DVD or USB flash drive). The items on the portable media device are specifically designed for republication for personal or organizational purposes.

In the event of any permitted copying, redistribution or publication of copyrighted material, no changes in or deletion of author attribution, trademark legend or copyright notice shall be made. You acknowledge that you do not acquire any ownership rights in these copyrighted materials by downloading them. To protect the science and concepts behind SAGESPRING ASSOCIATES's Course work, Sagespring Associates reserves the right to audit any user created content. Based on the results of that audit, Sagespring Associates may require modification of user created content.

For specific trademark and copyright information, please review the Trademark and Copyright Guidelines under the Site Terms of Use and Sale Agreement.

If you are purchasing or accessing Course Content for use by someone other than yourself, you are responsible for complying with the additional Professional Conduct Rules.

Registration Close Date

In order to ensure that each participant has an outstanding experience in our courses, Sagespring Associates closes registration for each course two (2) weeks prior to each course date. To ensure that you are guaranteed a seat in the course date of your choice; your registration must be complete and paid in full by the registration close date. In courses where seats are limited, preference will be given to registrations that are complete and paid in full. If your registration is not complete and paid in full on the registration close date, you will have the opportunity to transfer to another course date or receive a refund of any tuition deposit that you submitted.

Participation Policy

Sagespring Associates courses are intended to engage participants each day from start to finish. Because much of the learning occurs from course exercises and interaction with other participants, Sagespring Associates suggests that participants who must miss a significant part of a course transfer to a date when complete attendance and

participation are possible. If transferring course dates is not an option, Sagespring Associates supports partial attendance with the understanding that participants may not receive the full value of the course and will not successfully complete the course. These participants will not receive a certification of completion.

Participant Cancellation and Transfer Policy

If you cannot attend a Sagespring Associates course for which you are registered, you must cancel no later than two weeks prior to the course date in order to receive a full refund. If you cancel less than two (2) weeks before the course start date, you will not receive a refund.

If you register for a Sagespring Associates course and need to transfer to a different course date, you can do so by contacting Sagespring Associates at least two (2) weeks prior to the course date. Sagespring Associates will not accept any transfer requests less than two (2) weeks before the course start date.

Course Cancellation Policy

Sagespring Associates programs are interactive events that combine classroom instruction with group activities. Therefore, each program has a minimum number of participants to ensure a successful learning experience. Sagespring Associates reserves the right to cancel any program that does not reach the minimum number of participants four (4) weeks prior to the scheduled start date of the program and will notify all registered participants of the cancellation at that time. We encourage participants to plan their travel accordingly, as Sagespring Associates is not responsible for reimbursement of travel expenses in the event a program is cancelled.

Recording and Photography Notice

Participants cannot make audio or video recordings of course sessions without Sagespring Associates' express written permission. Please be aware that Sagespring Associates may choose to record this course in video or photographic form and attendees may appear in the video or photographs. Additionally, attendees may be asked to provide their thoughts or opinions on the event or the event content in written or electronic form. You will be notified at the course if your course will be recorded, and you will have the opportunity to decline to be recorded.

By submitting a registration for yourself or someone else, or by attending this event, attendees grant permission for Sagespring Associates to store this information and to use the information in future print, electronic, or other visual media, including but not limited to marketing efforts. If you do not wish to grant permission, please contact the course registrar listed below prior to attending the event.

Professional Conduct Rules

In your use of the content, any related Assessment, or Course materials, or the individual Assessment results of another individual or entity for the purposes of coaching, training or consulting with that individual or an organization, you agree to conduct yourself in a way that reflects positively on Sagespring Associates and the Content. The following Professional Conduct Rules are the minimum expectations Sagespring Associates places on the relationships you create with individuals or organizations.

- You acknowledge that nothing in the Product Terms, the Professional Conduct Rules or your work with Assessment, Employee Engagement or Courses shall be construed as creating a partnership, joint venture, agency relationship, or the granting of a franchise between Sagespring Associates and you.
- You shall not make any representations, warranties or guarantees to anyone on behalf of Sagespring Associates.
- You will not knowingly make untrue or misleading claims, and you are responsible for setting clear, appropriate and culturally sensitive boundaries.
- You acknowledge that Sagespring Associates Assessment or assessments are not validated as selection/hiring tools under the Uniform Guidelines promulgated by the EEOC, and as such, you will not use a Sagespring Associates Assessment or assessment as a hiring tool or for selection purposes.
- You shall not advertise, promote, or suggest in any manner that the services you provide to individuals or organizations in connection with the Assessment, Employee Engagement, or Courses Content are provided by or sponsored by Sagespring Associates, except to state that, if applicable, you have completed one or more Sagespring Associates Assessment, or Courses Workshops, or you have successfully completed all requirements for coaching certification. Additionally, you will not claim that you are employed by, affiliated with or sponsored by Sagespring Associates.
- You will not claim to be a Sagespring Associates-Certified Assessment Coach unless you complete the requirements to be certified, which includes successful completion of any required recertification programs.
- You will respect the right of the individual or organization to terminate the consulting process at any time.

- You will respect the confidentiality of the individual's or organization's information, except as otherwise authorized by the individual or organization or as required by law.
- You will obtain agreement from the individual or organization before releasing their names as clients or references or any other identifying information.
- You will obtain agreement from any person you consult with before releasing information to another person compensating you.
- You will accurately create, maintain, store, and dispose of any records of work done in relation to the practice of consulting in a way that promotes confidentiality and complies with any applicable laws.
- Your use of the Content shall not harm the reputation of Sagespring Associates or the Content.
- You must notify all participants in writing of Sagespring Associates' trademarks. A complete listing of Sagespring Associates trademarks can be found here.
- You must notify all participants in writing that you and your company are not authorized representatives of Sagespring Associates, and you must include the following in any non-Sagespring Associates material, as applicable:

For Sagespring Associates Courses: *The non-Sagespring Associates information you are receiving has not been approved and is not sanctioned or endorsed by Sagespring Associates in any way. Opinions, views and interpretations of Sagespring Associates Assessment or results are solely the beliefs of [Insert Name of Company or Individual].*

End of Courses Product Terms

JUNE 17, 2017

Last Updated June 17, 2017

PLEASE READ THESE CONDITIONS CAREFULLY BEFORE USING SAGESPRING ASSOCIATES SERVICES. BY USING SAGESPRING ASSOCIATES SERVICES, YOU SIGNIFY YOUR AGREEMENT TO BE BOUND BY THESE SITE TERMS OF USE AND SALE.

Sagespring Associates offers a wide range of services and products, and sometimes

additional terms may apply. When you use a Sagespring Associates service (for example Sagespring Associates Assessment, Sagespring Associates courses), you will also be subject to the terms, guidelines and conditions applicable to those Sagespring Associates services ("**Product Terms**"). If these Site Terms of Use and Sale are inconsistent with the Product Terms, the Product Terms will control.

Sagespring Associates reserves the right, at its sole discretion, to change, modify, add or remove portions of these Site Terms of Use and Sale or Product Terms at any time. All changes are effective immediately when posted. Sagespring Associates will notify you when any material changes, modifications or additions to these Site Terms of Use and Sale or Product Terms are made. Your continued use of the Sagespring Associates services means that you accept and agree to these changes. You will be subject to the terms and conditions, policies and Site Terms of Use and Sale and Product Terms in force at the time that you use the Sagespring Associates Services. Sagespring Associates suggests that you review these Site Terms of Use and Sale from time to time. If any of these Site Terms of Use and Sale are deemed invalid, void, or for any reason unenforceable, that condition will be deemed severable and will not be part of this Agreement.

1. PRIVACY.

Please review our Privacy Statement which governs your use of Sagespring Associates services to understand our practices. Any personal data (for example, your name, address, telephone number, or email address) you transmit to the site by electronic mail or otherwise, will be used in accordance with Sagespring Associates' privacy policy.

2. COPYRIGHT, TRADEMARKS, AND DATABASE RIGHTS

This website contains copyrighted material, trademarks and proprietary research of Sagespring Associates LLC, including but not limited to text, graphics, photos, and video. The entire contents of the Site are copyrighted under the United States and international copyright, authors' rights and database right laws. All rights reserved. Accordingly, international and domestic laws and penalties guaranteeing patent, copyright, trademark and trade secret protection safeguard the ideas, concepts, and recommendations related within this site.

Sagespring Associates news articles, reports, and graphs may be downloaded and/or copied provided that all downloaded content retains the copyright, trademark and any other proprietary notices accompanying the content. No changes may be made to the content without the express written permission of Sagespring Associates LLC. Any reference whatsoever to the Sagespring Associates news articles, reports and graphs, in whole or in part, on any webpages must provide a link back to the original content in its entirety. Except as expressly provided herein, the transmission of this content shall not be construed to grant a license of any type under any copyright or trademarks owned or controlled by Sagespring Associates LLC.

Sagespring Associates content not identified in the previous paragraph may be subject to additional restrictions as outlined in the Product Terms.

You acknowledge that you do not acquire any ownership rights in these copyrighted materials by downloading them.

Please visit Sagespring Associates' Trademarks webpage to review a non-exhaustive list of Sagespring Associates trademarks. Sagespring Associates' trademarks may not be used in connection with any product or service that is not SAGESPRING ASSOCIATES's, in any manner that is likely to create confusion among customers or in any manner that disparages or discredits SAGESPRING ASSOCIATES. Any use of SAGESPRING ASSOCIATES® or any other Sagespring Associates trademark shall require the prior written consent of SAGESPRING ASSOCIATES. Such use shall include the appropriate trademark acknowledgment. The acknowledgement alerts the readers to the ownership of the trademark. Use the acknowledgment in printed materials and on websites. Example: Sagespring Associates Assessment® is a registered trademark of Sagespring Associates LLC. All other trademarks not owned by Sagespring Associates that appear in any Sagespring Associates content are the property of their respective owners, who may or may not be affiliated with or connected to SAGESPRING ASSOCIATES.

If you wish to reproduce Sagespring Associates content in a manner not addressed in this section, please contact us.

You are advised that Sagespring Associates aggressively enforces its intellectual property rights to the fullest extent of the law.

3. YOUR ACCOUNT

To access some Sagespring Associates websites or content, you may be asked to create an account. You are responsible for maintaining the confidentiality of your account and password you are responsible for all acts or omissions that occur while your password or account is used. You may not use the Sagespring Associates websites, or any Sagespring Associates website content for any unlawful purpose. You agree to notify Sagespring Associates immediately of any unauthorized use of your password or account or any other breach of security, and to ensure that you exit your account at the end of each session. Sagespring Associates is not liable for any loss or damage arising from your failure to protect your password or account information. Any fraudulent, abusive, or otherwise illegal activity may be grounds for termination of your account at SAGESPRING ASSOCIATES's sole discretion, and Sagespring Associates may refer you to appropriate law enforcement agencies.

4. RECOMMENDED CONFIGURATIONS

To ensure you can access all the features of this website, as well as, for optimal

browsing experience, we recommend the following configurations. Sagespring Associates website is optimized for all major desktop and mobile browsers. For additional assistance regarding actual supported configurations of this website, please contact us via email at cynthia@sagespringassociates.com

5. REPRESENTATIONS, WARRANTIES, AND LIMITATIONS OF LIABILITY

SAGESPRING ASSOCIATES's website and content are provided on an "as is" basis. Sagespring Associates TO THE FULLEST EXTENT PERMITTED BY LAW, DISCLAIMS ALL WARRANTIES, EITHER EXPRESS OR IMPLIED, STATUTORY OR OTHERWISE, INCLUDING, BUT NOT LIMITED TO, WARRANTIES OF TITLE, FITNESS FOR A PARTICULAR PURPOSE, MESSAGESPRING ASSOCIATESNTABILITY, AND NON-INFRINGEMENT OF PROPRIETARY OR THIRD PARTY RIGHTS. Under no circumstances, including, but not limited to, negligence, shall Sagespring Associates, its subsidiaries, affiliates, agents, or licensors be liable to for any direct, indirect, incidental, special or consequential damages that result from the use of or the inability to use Sagespring Associates materials, products or services, including Sagespring Associates websites.

The websites may include content provided by third parties, including materials provided by other users, bloggers and third-party licensors, syndicators, aggregators and/or reporting services. All statements and/or opinions expressed in third-party materials and all articles and responses to questions and other content, other than the content provided by SAGESPRING ASSOCIATES, are solely the opinions and the responsibility of the person or entity providing the third-party materials. Such materials do not necessarily reflect the opinion of SAGESPRING ASSOCIATES. We are not responsible or liable to you or any third-party, for the content or accuracy of any third-party materials.

You specifically acknowledge and agree that Sagespring Associates is not liable for any defamatory, offensive, or illegal conduct of any user. You agree that any kind of legal claim (whether in Contract, Tort, or otherwise) in any way connected with Sagespring Associates or Sagespring Associates content shall not exceed the amount you paid to Sagespring Associates for the use of the Sagespring Associates content. If you are dissatisfied with any Sagespring Associates material, products, or services or with any of SAGESPRING ASSOCIATES's Site Terms of Use and Sale, your sole and exclusive remedy is to discontinue using the Sagespring Associates services.

Sagespring Associates will do its utmost to ensure that availability of Sagespring Associates services will be uninterrupted and that transmission will be error-free. However, due to the nature of electronic data transmission, this cannot be guaranteed. Also, your access to Sagespring Associates services may be occasionally suspended or restricted to allow for repairs, maintenance, or the introduction of new services. We will attempt to limit the frequency and duration of any suspension or restriction to Sagespring Associates services, products, or websites.

Sagespring Associates will not be responsible for (i) losses that were not caused by any breach on our part; or (ii) any business loss (including loss of profits, revenue, contracts, anticipated savings, data, goodwill, or wasted expenditure); or (iii) any indirect or consequential losses that were not foreseeable to both Sagespring Associates and you when you began using Sagespring Associates services or websites.

The laws of some countries do not allow some or all of the limitations described above. If these laws apply to you, some or all of the above limitations may not apply to you and you may have additional rights.

6. NO UNLAWFUL OR PROHIBITED USE

You shall use SAGESPRING ASSOCIATES.com for lawful purposes only. You shall not post or transmit through SAGESPRING ASSOCIATES.com any material that violates or infringes in any way upon the rights of others, that is unlawful, threatening, abusive, defamatory, invasive of privacy or publicity rights, vulgar, obscene, profane or otherwise objectionable, that encourages conduct that would constitute a criminal offense, give rise to civil liability or otherwise violate any law, or that, without SAGESPRING ASSOCIATES's express prior approval, contains advertising or any solicitation with respect to products or services. You agree to indemnify and hold SAGESPRING ASSOCIATES, its officers, directors, shareholders, successors in interest, employees, agents, subsidiaries and affiliates, harmless from any demands, loss, liability, claims or expenses (including attorneys' fees) made against Sagespring Associates by any third party due to or arising out of or in connection with your use of the Site.

7. INDEMNIFICATION

You agree to indemnify and hold SAGESPRING ASSOCIATES, its officers, directors, shareholders, predecessors in interest, successor in interest, employees, agents, subsidiaries and affiliates harmless from any demands, loss, liability, claims or expenses (including attorneys' fees), made against Sagespring Associates by any third party arising out of or relating to your violation of the Site Terms of Use and Sale or your use of Sagespring Associates websites, including, but not limited to, use of these websites' content, services and products other than as expressly authorized in these Site Terms of Use and Sale.

8. THIRD PARTY SITES

Some of SAGESPRING ASSOCIATES's sites contain links to other sites whose information practices may be different from SAGESPRING ASSOCIATES's. You should consult the other site's privacy notices, as Sagespring Associates makes no warranties regarding the information that is submitted to, or collected by other sites.

9. EXPORT LIMITATIONS

Products or Services purchased from Sagespring Associates (including course materials, access codes, or training materials) may be subject to customs and export control laws and regulations. You agree to comply with all international and national laws and regulations that apply to you in relation to such products or services.

10. APPLICABLE LAW

These Site Terms of Use and Sale are governed by and construed in accordance with the laws of Delaware. The parties (You and SAGESPRING ASSOCIATES) submit to the exclusive jurisdiction of the courts of Delaware over any dispute or non-contractual obligation arising out of or relating to this Site Terms of Use and Sale Agreement.

11. ARBITRATION

In the event of any dispute, claim, question or disagreement arising from or relating to this Agreement or the breach thereof, the parties hereto shall use their best efforts to settle the dispute, claim, question, or disagreement. To this effect, the parties shall consult and negotiate with each other in good faith and, recognizing their mutual interests, attempt to reach a just and equitable solution satisfactory to both parties. If the parties do not reach such solution within a period of thirty (30) days, then, upon notice by either party to the other, disputes, claims, questions, or disagreements shall be settled by binding arbitration administered by the American Arbitration Association in accordance with the provisions of its commercial dispute resolution rules, unless You are a government agency or political subdivision in a State or jurisdiction for which binding arbitration is expressly not allowed by law.

12. SAGESPRING ASSOCIATES CONTACT DETAILS

Sagespring Associates LLC
4136 Del Rey Avenue
Marina del Rey, CA 90292
Attn: Legal Department

13. TERMINATION

You may terminate your Sagespring Associates account at any time by discontinuing use of the Sagespring Associates websites. Sagespring Associates may cancel or terminate any Sagespring Associates offering at any time without notice. In the event of such termination, access to the part of the Sagespring Associates offering affected by such cancellation or termination is no longer authorized. The restrictions imposed with respect to material downloaded from Sagespring Associates websites, and the disclaimers and limitations of liabilities set forth in this Site Terms of Use and Sale Agreement, shall survive such cancellation or termination. This includes but is not limited to trademark and copyright protections.

Terms of Sale

PLEASE READ THESE CONDITIONS CAREFULLY BEFORE PURSAGESPRING ASSOCIATES ANY SAGESPRING ASSOCIATES PRODUCTS OR SERVICES. BY PLACING AN ORDER WITH SAGESPRING ASSOCIATES, YOU SIGNIFY YOUR AGREEMENT TO BE BOUND BY THESE CONDITIONS.

1. ORDER

Your order is an offer to Sagespring Associates to purchase the product(s) or item(s) in your shopping cart. When you place an order to purchase product(s) or item(s) from SAGESPRING ASSOCIATES, we will send you an email confirming receipt of your order and containing the details of your order ("Order Confirmation Email"). The Order Confirmation Email is an acknowledgement that we have received your order, and does not confirm acceptance of your offer to purchase the product(s) or item(s) ordered. We only accept your offer of purchase upon the sending of the Order Confirmation Email, or Confirmation of Registration Email for Sagespring Associates course offerings.

2. RIGHTS OF CANCELLATION, EXCEPTIONS TO CANCELLATION AND RETURN POLICIES

If you are purchasing goods to be shipped, you shall have the right to cancel your order at any time before the goods are dispatched for delivery and a full refund shall be provided. You shall further have the right to make a return of the goods received within 90 days of receipt of the goods unless one of the exceptions defined below applies. Returns will not be accepted after 90 days. You shall be responsible for all costs associated with the return of goods to SAGESPRING ASSOCIATES. The cost of goods purchased less any shipping costs incurred by Sagespring Associates shall be refunded. If the applicable law of your country or region grants you a longer withdrawal period, that period will apply. To exercise your right to cancel, you must inform us of your decision to cancel before the withdrawal period expires.

Exceptions to Right of Cancellation

The rights of cancellation do not apply to:

- Delivery of sealed audio or video recordings or of sealed software, if unsealed by you after delivery
- Goods that are made to your specification or clearly personalized
- The supply of digital content (including apps, digital software, ebooks, MP3, etc.)

- Used or expired access codes
- Assessment and coaching sessions informed less than 48 hours in advance of scheduled session.

Cancellation Policy Applicable to Course Registrations

If you cannot attend a Sagespring Associates course for which you are registered, you must cancel no later than two weeks prior to the course date in order to receive a full refund. If you cancel less than two (2) weeks before the course start date, you will not receive a refund.

If you register for a Sagespring Associates course and need to transfer to a different course date, you can do so by contacting Sagespring Associates at least two (2) weeks prior to the course date. You will be charged a \$150 transfer fee. Sagespring Associates will not accept any transfer requests less than two (2) weeks before the course start date.

Course Cancellation Policy - SAGESPRING ASSOCIATES

Sagespring Associates programs are interactive events that combine classroom instruction with group activities. Therefore, each program requires a minimum number of participants to ensure a successful learning experience. Sagespring Associates reserves the right to cancel any program that does not reach the minimum number of participants four (4) weeks prior to the scheduled start date of the program and will notify all registered participants of the cancellation at that time. We encourage participants to plan their travel accordingly as Sagespring Associates is not responsible for reimbursement of travel expenses in the event a program is cancelled.

3. PRICING

All prices listed are exclusive of Sales, Use or VAT or other applicable taxes. Applicable taxes shall be added at the time of checkout. The prices shown on Sagespring Associates websites do not include any shipping costs.

While we try to ensure that all prices online are accurate, errors may occur. If we discover an error in the price of the goods you have ordered we will inform you as soon as reasonably possible. You will then be given the option of re-confirming your order at the correct price or cancelling your order. If we are unable to contact you using the contact details that you have provided during the order process, we will treat your order as cancelled. If you have already paid for the goods and you decide to cancel, we will provide a full refund as soon as reasonably possible, but in no event longer than 30 days after the date of notification of cancellation.

4. CHILDREN

You must reach the age of majority in your country/region of residence in order to purchase products from SAGESPRING ASSOCIATES.

5. MISCELLANEOUS

This Site Terms of Use and Sale Agreement, in addition to the Privacy Statement and specific Product Terms applicable to the product or services you are purchasing, constitutes the entire agreement between you and Sagespring Associates and supersedes all previous and contemporaneous agreements, proposals, and communication, whether written or oral.

No waiver of any term of this Site Terms of Use and Sale Agreement shall be deemed a further or continuing waiver of such term or any other term.