

MOSAIC Change Terms and Conditions



Please carefully read these MOSAIC Change LLC™ Terms of Service (these “**Terms of Service**”), which are a binding contract between you and MOSAIC Change LLC™ (“**MOSAIC Change LLC™**”) that governs the use of a MOSAIC Change LLC™ account and the products and services available through a MOSAIC Change LLC™ account, exempts MOSAIC Change LLC™ and other persons from liability, specifies the jurisdiction for the resolution of disputes and contains other important provisions before registering for a MOSAIC Change LLC™ account or submitting an order for or using any product or service available through a MOSAIC Change LLC™ account.

BY USING A MOSAIC CHANGE LLC™ ACCOUNT OR A PRODUCT OR SERVICE AVAILABLE THROUGH A MOSAIC ACCOUNT, YOU ACKNOWLEDGE AND SIGNIFY THAT YOU HAVE READ, UNDERSTAND, AND AGREE TO THESE TERMS OF SERVICE. IF YOU DO NOT AGREE TO THESE TERMS OF SERVICE, THEN YOU MAY NOT REGISTER FOR A MOSAIC CHANGE LLC™ ACCOUNT OR USE ANY PRODUCT OR SERVICE AVAILABLE THROUGH A MOSAIC CHANGE LLC™ ACCOUNT.

1. **Definitions and Interpretation**

1.1 **Binding Agreement:** These Terms of Service are a binding agreement between you and MOSAIC Change LLC™ regarding the use of an Account and Products. By registering for an Account or submitting an order for or using a Product, you acknowledge and signify that you have read, understood, and agreed to the most current version of these Terms of Service. If you do not accept and agree to the most current version of these Terms of Service, then you may not register for an Account or submit an order for or use any Product.

1.2 **Definitions:** In these Terms of Service, the following terms have the following meanings and other capitalized terms have the meaning set out elsewhere in these Terms of Service:

- (a) **“Account”** means a valid and subsisting account with MOSAIC Change LLC™ for use of Products;
- (b) **“Assessment”** means an assignment, exercise, quiz or other assessment required to be completed in respect of a Course;
- (c) **“Certificate”** means a certificate issued by MOSAIC Change LLC™ evidencing successful completion of a Course or bundle of Courses;
- (d) **“Course”** means an online course provided or made available by MOSAIC Change LLC™ for use through an Account;
- (e) **“Course Materials”** means the videos, files, toolkits, documents and other materials and Assessments provided or made available by MOSAIC Change LLC™ in

respect of a Course;

(f) **“Products”** means the Courses, Course Materials and other products and services that MOSAIC Change LLC™ may provide or make available from time to time for use through an Account pursuant to these Terms of Service; and

(g) **“Representatives”** means directors, officers, employees, contract workers, agents and other personnel and representatives.

1.3 **Other Agreements:** These Terms of Service are in addition to other agreements (collectively, the **“Other Agreements”**) between you and MOSAIC Change LLC™ (collectively the **“Parties”** and each a **“Party”**), which are available on MOSAIC Change LLC™’s website at www.mosaicchange.com (the **“Website”**). If there is a conflict or inconsistency between these Terms of Service and the Other Agreements, then the Other Agreements will take priority and govern regarding the specific subject matter to which they apply, and these Terms of Service will take priority and govern regarding all other matters.

1.4 **Changes:** MOSAIC Change LLC™ in its discretion may change these Terms of Service at any time and from time to time, without any prior notice, by posting the changed Terms of Service on the Website. The changed Terms of Service are effective immediately on posting on the Website unless the changed Terms of Service expressly state otherwise. It is your responsibility to check the “Last Updated” date at the top of these Terms of Service and review any changes since the previous version. By using an Account or submitting an order for or using a Product, you signify your unconditional acceptance and agreement to be bound by the changed Terms of Service. You may not change these Terms of Service in any manner. MOSAIC Change LLC™ ensures that all our training services are delivered diligently and in a good, workmanlike, timely and professional manner consistent with industry standards. MOSAIC Change LLC™ shall provide such trainers to present the training course as it, in its sole discretion, deems fit and MOSAIC Change LLC™ shall be entitled at any time to substitute any trainer with any other person who, in MOSAIC Change LLC™’s sole discretion, it deems suitably qualified to present the relevant course. MOSAIC Change LLC™ does not warrant that the provision of any content online will always be available or be uninterrupted, timely or error free, that defects will be corrected or that such content is secure or free from bugs, viruses, errors and omissions.

2. Permitted Users/Use

2.1 **Permitted Users:** You may not register for an Account or submit an order for any Product if you are under the age of majority in the jurisdiction in which you reside or if you cannot form a legally binding contract. If you are under the age of majority, then your parent or legal guardian may register an Account on your behalf and submit orders for Products on your behalf. You may not register for an Account or submit an order for any Product if you do not accept these Terms of Service or the applicable Other Agreements, if you breach these Terms of Service or any Other Agreements, if you are located in a jurisdiction where access to or use of a Product or the Website is prohibited by law, or if MOSAIC Change LLC™ has prohibited you from registering for an Account or ordering a Product. Notwithstanding the foregoing or any other provision of these Terms of Service, MOSAIC Change LLC™ reserves the right in its discretion and for its sole convenience to

refuse to provide Products to you or any other person.

2.2 Permitted Use of Accounts and Products: Subject to these Terms of Service and all applicable laws, you may only use an Account and Products for your own lawful, personal, non-commercial purposes, in the manner permitted by these Terms of Service and subject to all applicable Other Agreements and applicable laws. Use of an Account or Product for any other purpose or in any other manner is strictly prohibited. You may not allow anyone else to access the e-training courses via your log-in details and you may not copy or share with others the proprietary materials given to you in the MOSAIC Change LLC™ training programs, which are intended only for your personal use within the company registered as the payer for the training experience. You must comply with all health and safety rules and regulations and any other reasonable security requirements that apply at the premises at which the training courses are provided. MOSAIC Change LLC™ reserves the right to remove any delegate from a training course whose behavior is deemed inappropriate by MOSAIC Change LLC™ or its trainers. In these circumstances, MOSAIC Change LLC™ will neither refund any fees nor reimburse any other costs.

2.3 General Restrictions/Prohibitions: Without limiting the generality of section 2.2, you will not: (a) use your Account or any Product in a way that interferes with or threatens, damages, disrupts, compromises or degrades the integrity, functionality, operation, performance or security of your Account or the Product or MOSAIC Change LLC™ 's systems or data, or to attempt to gain unauthorized access to MOSAIC Change LLC™ 's systems or data; (b) index, crawl, catalogue, mirror, frame, scrape, cache or otherwise collect or mine any data from your Account or any Product for any purpose whatsoever, using any technologies, tools or methods (including robots, spiders, crawlers or other automatic devices, programs or methodologies) whatsoever; (c) license, sublicense, grant, sell, share, transfer, assign, pledge, publish, transmit, publicly display or perform, distribute, create any interest in, or otherwise give or make available or permit the use of your Account or any Product to or for the benefit of any other person; (d) alter, attempt to circumvent, destroy, obscure, conceal, modify or remove any notices (including proprietary rights notices), proprietary codes or locks, means of identification, digital rights tools or management information, security or control measures, or agreements on, in or in relation to your Account or any Product; (e) attempt to circumvent the ordinary navigational structure, technical delivery systems or display of your Account or any Product or attempt to access or use your Account or any Product or MOSAIC Change LLC™ 's systems or data by any means that is not purposely made available to you by MOSAIC Change LLC™ ; (f) copy any ideas, features or functions of your Account or any Product or create a product or service using the ideas, features or functions of your Account or any Product; or (g) permit, assist or encourage any other person to do any of the foregoing in this section 2.3.

3. User Information

3.1 Accurate Information: To create an Account or to order a Product, MOSAIC Change LLC™ may require that you provide certain information about yourself (including your legal name, residential address, email address, other contact information and in some

instances details of your government-issued identification documents) and payment information. You represent and warrant that all information you provide to MOSAIC change LLC™ is true, accurate, current, and complete, and that you will update the information from time to time so that it remains true, accurate, current and complete. MOSAIC Change LLC™ will rely on the information that you provide. MOSAIC Change LLC™ is not under any obligation to verify the truth, accuracy, currency, or completeness of any information you provide, but MOSAIC Change LLC™ may do so in its discretion, and you hereby consent to MOSAIC Change LLC™ making reasonable inquiries as MOSAIC Change LLC™ considers appropriate to verify the information you provide. You hereby authorize MOSAIC Change LLC™ to create and permanently retain records of all information that you provide to MOSAIC Change LLC™ and all communications between you and MOSAIC Change LLC™ and to use, retain and disclose that information as reasonably necessary to provide Products and to otherwise perform MOSAIC Change LLC™ 's obligations and exercise MOSAIC Change LLC™ 's rights under these Terms of Service and applicable Other Agreements. You are solely responsible and liable for all loss, damage and expense that you, MOSAIC Change LLC™ or any other person may suffer or incur as a result of your submission of any false, inaccurate, out of date or incomplete information, your failure to promptly update your information if it changes, or any other breach of your obligations under this section 3.

3.2 **Communications:** You authorize MOSAIC Change LLC™ to: (a) accept communications it receives from you by means of the Website or email as if those communications had been given directly by you in writing and signed by you; (b) disclose your communications to MOSAIC Change LLC™ 's affiliates and services providers; and (c) respond to your communications through the Website, by email or other means of communication as MOSAIC Change LLC™ considers appropriate. Communications that you send to MOSAIC Change LLC™ are not effective unless and until they are processed by the responsible MOSAIC Change LLC™ representative. MOSAIC Change LLC™ may refuse to process communications that you send to MOSAIC Change LLC™ , or may reverse the processing of any communications that you send to MOSAIC Change LLC™ , at any time in MOSAIC Change LLC™ 's discretion and without any notice or liability to you or any other person, including if MOSAIC Change LLC™ believes the communication to be fraudulent or unlawful or defective, inaccurate or incomplete due to a technical malfunction.

3.3 **Personal Information Privacy:** By accepting these Terms of Service you consent to the collection, use, retention, disclosure and deletion of your personal information in accordance with the MOSAIC Change LLC™ Change® Privacy Policy (online: <https://mosaicchange/legal/privacy-policy>), as amended from time to time, and as otherwise permitted by applicable law.

4. Transactions

4.1 **Application:** This section 4 does not apply to Products that are made available by MOSAIC Change LLC™ without a fee.

4.2 **Misprints/Errors:** MOSAIC Change LLC™ endeavors to provide current and accurate information on the Website, but misprints, errors, inaccuracies, omissions (including incorrect details for a Product) and other errors may sometimes occur. MOSAIC

Change LLC™ reserves the right to correct any misprint, error, inaccuracy, or omission at any time without prior notice or liability to you or any other person and change at any time the Products advertised on the Website, the prices, fees, charges and specifications of those Products and any other Website content, all without any notice or liability to you or any other person. 4.3 **Availability:** Products advertised on the Website may not be available when ordered or thereafter. If you order a Product that is not available, MOSAIC Change LLC™ will notify you by email. MOSAIC Change LLC™ reserves the right in its discretion to refuse to accept or cancel any order you submit and to limit quantities available for sale or sold to you.

4.4 **Prices:** All prices and other amounts appearing on the Website are quoted in US dollars, unless expressly indicated otherwise. MOSAIC Change LLC™ reserves the right to change prices advertised on the Website at any time. The total price of your order will include the price of the ordered Products plus all applicable delivery charges, handling charges and taxes. The price and applicable taxes and charges will appear on the completed order form and will be charged to your specified payment service when your order is accepted by MOSAIC Change LLC™ or as otherwise set out in your order.

4.5 **Orders:** The advertisements on the Website are invitations to make offers to purchase Products and are not offers to sell. Your properly completed and delivered order constitutes your offer to purchase the Products referenced in the order. Your order will be deemed accepted by MOSAIC Change LLC™ when MOSAIC Change LLC™ processes payment for your order or sends (by email) an order acceptance notice to you, whichever is sooner.

4.6 **Order Cancellation:** Because MOSAIC Change LLC™ endeavors to complete orders for Products quickly, you may not cancel an order for a Product except in accordance with MOSAIC Change LLC™ 's refund policy, below, as amended by MOSAIC Change LLC™ from time to time.

4.7 **Refund Policy:** Online products purchases are non-refundable but it is important to us that you are happy with your learning experience. If you are not satisfied with a product, you may contact MOSAIC Change LLC™ at info@mosaicchange.com to request a refund. The decisions as to whether a refund will be issued will be at the discretion of M.O.S.A.I.C Change LLC™ . We recommend contacting us for assistance if you experience any issues receiving or downloading products. For additional information and restrictions, refer to MOSAIC Change cancellation policies outlined in 9.3, 9.4 and 9.5 in this document.

4.8 **Payment:** You may pay for your purchases with the payment methods specified on the Website. MOSAIC Change LLC™ or its service providers will obtain payment pre-approval from your payment service when your order is processed. The purchase payment will be charged to your payment service if and when your order is processed or as otherwise set out in your order. Except as expressly set forth in these Terms of Service or applicable Other Agreements or otherwise required by applicable law, pre-paid fees are not refundable under any circumstances.

4.9 **Delivery:** MOSAIC Change LLC™ will deliver Products to you electronically, as specified in your applicable accepted order.

5. Proprietary Rights

5.1 **Ownership:** Except for the limited license expressly set out in section 5.2, (a) as between the Parties, MOSAIC Change LLC™ will at all times solely own and retain all rights, title and interest (including all intellectual property rights) throughout the world in, to and associated with Products; and (b) neither you nor any other person will acquire any right, title or interest in, to or associated with any Product. All Training Material is owned by MOSAIC Change LLC™ . **All intellectual property rights in all Training Material available, including the design, graphics and text of all printed materials and the audio of all webinars and podcasts, are owned by MOSAIC Change LLC™ . When you are given access to the Training Material, you are granted a non-exclusive, non-transferable, revocable license to use the Training Material within the company funding the training or certification. No Training Material may be copied, reproduced, uploaded, posted, displayed or linked to in any way, in whole or in part, without MOSAIC Change LLC™ 's prior permission. Any such use is strictly prohibited and will constitute an infringement of MOSAIC Change LLC™ 's intellectual property rights.**

5.2 **License:** Subject to the provisions of these Terms of Service and your payment of all applicable fees, MOSAIC Change LLC™ hereby grants you a non-exclusive, personal, non-sublicensable, non-transferable, restricted (to use within the company employing you at the time of certification) and limited license to access and use each Course Material made available to you in accordance with the restrictions and requirements set forth and referenced in these Terms of Service. You may use Course Materials solely for your personal participation in a Course and not for any other purpose whatsoever. Unauthorized use of Course Materials is strictly prohibited.

Consultants planning to use MOSAIC Change LLC™ products and services as part of their own consulting firms can only do so AFTER agreeing to the MOSAIC licensing agreement and completing the required licensing, training and certification programs dictated by and outlined in the MOSAIC Change LLC™ licensing agreement.

5.3 **Trademarks:** MOSAIC Change LLC™ , the MOSAIC Change LLC™ logo and other related trademarks and symbols are registered or unregistered trademarks, service marks and trade names owned or licensed by MOSAIC Change LLC™ . Any unauthorized use of those trademarks is strictly prohibited, and nothing on the Website or in these Terms of Service or any Other Agreements will be construed as granting, by implication, estoppel, or otherwise, any license or right to use any of those trademarks and service marks.

5.4 **Feedback:** If you give to MOSAIC Change LLC™ any feedback (including any review, comments, ideas or suggestions for corrections, enhancements or improvements) regarding a Product or Account or the Website, then MOSAIC Change LLC™ and its successors, assigns and licensees may use the feedback for any and all purposes (including to support, maintain and improve Products, Accounts and the Website) without providing

any compensation or attribution to you or any other person. MOSAIC Change LLC™ may in its discretion modify your feedback (e.g., for grammar and spelling) prior to use.

5.5 **Reservation:** All rights not expressly granted by these Terms of Service, or any Other Agreements, are reserved by MOSAIC Change LLC™ .

6. User Content

6.1 **User Content:** In these Terms of Service: (a) **“Content”** means text (including notes, questions, comments and reviews), information, graphics, photographs, images, audio, video, and other materials and forms of data or communication, and includes Templates; (b) **“Template”** means a business template distributed through or otherwise made available on the MOSAIC Change LLC™ Marketplace on the Website; and (c) **“User Content”** means Content (including Templates) posted, submitted, contributed, transmitted or provided by you to the Website, including the MOSAIC Change LLC™ Marketplace, discussion forums and other MOSAIC Change LLC™ functionalities generally made available to you.

6.2 **Acknowledgement:** You acknowledge that User Content may be made available to other users of Products or publicly available on the Website, and that User Content might be copied, disclosed, shared or otherwise made available to other persons. MOSAIC Change LLC™ has no responsibility or liability for or control over the use of User Content by other users of Products or the Website or any other person.

6.3 **Responsibility/Compliance:** Without limiting the generality of any other provision of these Terms of Service, you are solely responsible and liable for User Content. You will ensure that User Content: (a) complies with all applicable laws and community standards (including the laws of the jurisdiction in which you are located); (b) does not infringe, violate or misappropriate the rights of any person; and (c) does not contain, reference or distribute any information, messages, images or other materials that are abusive, contain nudity, deceptive, defamatory, derogatory, discriminatory, false, fraudulent, harassing, harmful, hateful, indecent, objectionable, obscene, offensive, pornographic, profane, racist, sexist, sexually explicit, threatening, violent, vulgar or otherwise objectionable, or which depict, encourage or tend to incite any unlawful activities. MOSAIC Change LLC™ is not obligated to screen or verify User Content, and does not guarantee the accuracy, veracity, or completeness of any User Content. You are solely responsible and liable for your selection and use of User Content shared by other users and your interactions with other users. MOSAIC Change LLC™ may remove User Content at any time and for any reason without notice or liability to you or any other person.

(a) **Content License/Waiver:** You hereby grant and agree to grant MOSAIC Change LLC™ and its affiliates, suppliers, service providers and licensees a non-exclusive, world-wide, unrestricted, transferable, sublicensable, royalty-free, fully paid-up, perpetual, irrevocable right and license to use and exploit (including access, view, store, copy, reproduce, combine with other works, distribute, transmit, display and perform) User Content in any manner and for any purpose whatsoever, commercial or otherwise, using

any form, media or technology now known or later developed, without providing any compensation or attribution to you or any other person, without any liability whatsoever, and free from any obligation of confidence or other duties. You hereby grant to each other user of Products and the Website a non-exclusive, non-sublicensable, non-transferable, restricted and limited license to use User Content made available by you for the sole purpose of the user's lawful, internal business purposes. You hereby unconditionally and irrevocably waive and agree to waive in favor of MOSAIC Change LLC™ and its affiliates, suppliers, service providers and licensees and all other users all moral rights and rights of authorship and attribution that you have or may have in, to or associated with User Content (the "**Content License/Waiver**").

6.4 **Representation/Warranty:** You represent and warrant to MOSAIC Change LLC™ and all other users of Products and the Website that: (a) you own User Content or otherwise have all requisite rights, licenses, permissions, consents, powers, authorizations, approvals and waivers to use User Content and grant the Content License/Waiver; (b) the creation, possession and use of User Content does not and will not violate or infringe the rights (including intellectual property, privacy and personality rights) of any other person, breach any duty or obligation (contractual or otherwise) owed by you to any other person, or violate any applicable laws; and (c) to the best of your knowledge, the information contained in User Content is true, accurate, current and complete. If you becomes aware that any information in User Content is untrue, inaccurate, or incomplete, you will promptly contact MOSAIC Change LLC™ .

6.5 **Review/Removal and Deletion:** MOSAIC Change LLC™ is not obligated to monitor, review, screen, police, edit or remove User Content, although MOSAIC Change LLC™ reserves the right to do so in its discretion and without any notice or liability to you or any other person. MOSAIC Change LLC™ reserves the right to refuse to post or to remove any User Content, in whole or in part, that MOSAIC Change LLC™ in its discretion considers to be unacceptable, undesirable or in violation of these Terms of Service or any Other Agreements, without any notice or liability to you or any other person. You acknowledge that you may not be able to remove User Content from the Website and copies of User Content might continue to exist and be accessible by other persons through the Website or otherwise (including by persons who have previously downloaded, copied, received, or otherwise obtained User Content). MOSAIC Change LLC™ is not responsible or liable for any removal or deletion of User Content.

6.6 **Authorization/Consent:** You acknowledge that MOSAIC Change LLC™ may in its sole discretion report any information regarding unlawful conduct, including information regarding unlawful conduct contained in User Content, to applicable law enforcement agencies at any time without any notice or liability to you or any other person.

6.7 **Retention by MOSAIC Change LLC™ :** For greater certainty, and notwithstanding the foregoing in this section 6 or any other provision of these Terms of Service, MOSAIC Change LLC™ may include copies of User Content in MOSAIC Change LLC™ 's archives and

back-up systems and may permanently retain copies of User Content for legal compliance and administrative purposes.

6.8 **Third Party Content:** You acknowledge that Content may be submitted, posted, displayed, transmitted or provided to or through the Website by other users (whether to other users of Products or publicly available on the Website) ("**Third Party Content**"). MOSAIC Change LLC™ does not guarantee the accuracy, veracity, or completeness of any Third-Party Content. MOSAIC Change LLC™ has no responsibility or liability for or control over the conduct of other users of Products or the Website or any Third-Party Content. You are solely responsible for your selection and use of Third-Party Content, and you access and use Third Party Content entirely at your own risk. You will not make any claim against MOSAIC Change LLC™ arising from, connected with, or relating to your use of any Third-Party Content.

7. Accounts

7.1 **Credentials:** You must use a valid username and password for your Account that complies with MOSAIC Change LLC™ 's technical requirements and policies (collectively "**Credentials**").

7.2 **Restrictions/Requirements:** You may have only one (1) Account. Except as expressly set forth in sections 7.7 and 8: (a) you may not create an Account for any other person; and (b) your Account and Credentials are personal to you and may not be shared with or use by any other person. You are fully responsible and liable for maintaining the confidentiality of your Account and Credentials and for any and all use and misuse of your Account and Credentials (including all transactions using your Account or Credentials) and for all resulting loss and damage.

7.3 **Linked Accounts:** MOSAIC Change LLC™ may permit you to register for an Account through an account you hold with a third-party social media site (such as LinkedIn). By registering for an Account using a third-party social media site, you agree that MOSAIC Change LLC™ may access information related to your account with the third-party social media site and you agree to comply with all terms and conditions of the third-party social media site regarding your use of an Account through the third-party social media site. Your use of, and interactions with, a third-party social media site as a result of accessing an Account through the third-party social media site are at your own risk. Third party social media sites are independent from MOSAIC Change LLC™ , and MOSAIC Change LLC™ does not endorse, and has no responsibility or liability for or control over, third party social media sites.

7.4 **Notices:** You will immediately notify MOSAIC Change LLC™ by email to info@mosaicchange.com if you discover any unauthorized use of your Account or if you know or suspect that your Credentials have been lost or stolen or become known to or used by any other person.

7.5 **Reliance/Verification:** MOSAIC Change LLC™ may act upon any communication that is given through your Account or by using your Credentials. MOSAIC Change LLC™ is

not under any obligation to verify the actual identity or authority of any person using your Account or Credentials, but MOSAIC Change LLC™ in its discretion may at any time require verification of the identity of any person seeking to access your Account and may deny access to and use of your Account if MOSAIC Change LLC™ is not satisfied with the verification.

7.6 **Cancellation/Suspension/Termination:** MOSAIC Change LLC™ in its discretion may cancel or suspend your Account or reject, revoke or require that you change or renew your Credentials at any time without notice or liability to you or any other person, including if your Account is inactive. If your Account is suspended, cancelled, or terminated by MOSAIC Change LLC™, you may not create another Account without MOSAIC Change LLC™'s express prior written consent.

7.7 **Accounts for Children:** You may create an Account for a child for whom you are the parent or legal guardian, and in those circumstances you and your child are jointly and severally responsible and liable for the Account and related Credentials.

8. Authorized Representatives

8.1 **General:** MOSAIC Change LLC™ in its discretion may permit you to use procedures prescribed by MOSAIC Change LLC™ to appoint another person or legal entity (an **"Authorized Representative"**) to act as your agent and representative in all dealings with MOSAIC Change LLC™, including for purposes of creating, administering and using your Account, submitting and processing your orders for Products and related transactions, and exchanging on your behalf documents and information (including your confidential information, personal information and test scores) with MOSAIC Change LLC™.

8.2 **Authorization/Responsibility:** By appointing your Authorized Representative in accordance with MOSAIC Change LLC™'s prescribed procedures, you authorize MOSAIC Change LLC™ to deal with your Authorized Representative as your authorized agent and representative for all purposes unless and until your appointment of your Authorized Representative is terminated as set forth in section 8.3. Without limiting the generality of the foregoing in this section 8.2, you hereby acknowledge and agree that: (a) your Authorized Representative may accept and agree on your behalf to all of MOSAIC Change LLC™'s applicable customer agreements and policies (including these Terms of Service and all applicable Other Agreements), as amended from time to time; and (b) you are bound by, and fully responsible and liable for, all acts and omissions (including wrongful conduct and use of your confidential or personal information or your Account) by or on behalf of your Authorized Representative.

8.3 **Termination:** You or your Authorized Representative may terminate the Authorized Representative's status at any time by sending an email to info@mosaicchange.com. A termination request submitted by you, or your Authorized Representative, will not be effective unless and until the request is actually received and processed by MOSAIC Change LLC™'s personnel. MOSAIC Change LLC™ in its discretion

may terminate your Authorized Representative's status at any time without any prior notice to you or the Authorized Representative. If your Authorized Representative's status is terminated, then you alone will have control over your Account (in accordance with applicable procedures prescribed by MOSAIC Change LLC™ in its discretion from time to time) and MOSAIC Change LLC™ will no longer accept your Authorized Representative's orders or requests on your behalf.

9. Courses, Course Materials and Certificates

9.1 Course Registration: Your registration for a Course or bundle of Courses is specific to the particular Course or bundle of Courses for which you have registered. You may not cancel your registration for a Course or change the Course specified in your registration, except in accordance with MOSAIC Change LLC™'s refund and cancellation policies, as amended by MOSAIC Change LLC™ from time to time, which is available on the Website.

9.2 Changes to Courses and Course Materials: Notwithstanding any other provision of these Terms of Service, MOSAIC Change LLC™ may at any time cancel or otherwise make unavailable or modify any Course or any Course Material, including any Assessments.

9.3 Cancellation by customer: Face to Face. Requests for refunds of registration fee must be received no later than twenty-eight calendar days before the start of a face-to-face event. A \$75 processing fee will be deducted from the amount to be refunded. Registration fees are nontransferable. If you notify MOSAIC Change LLC™ in writing (by email or post) that you wish to cancel a face-to-face training course not less than 28 days before the start date of a course, you will be entitled to a 50% refund. Refunds will be processed within 28 days of receiving your request via bank transfer to the original payer. If the reason you need to cancel a face-to-face training course is because you have been declined a visa, we can issue a full refund as long as you have proof that your visa has been declined and you give us at least 28 days' notice. If you withdraw for any reason less than 28 days before the start date of a course, no refund will be issued but you may transfer your place on the course to a substitute. Names of substitutions must be provided to MOSAIC Change LLC™ at least 48 hours prior to the course start date. If you fail to attend the course on which you are booked without giving prior notice to MOSAIC Change LLC™ we are unable to refund the course fees or offer a transfer.

9.4 E-Learning Subscription: Once you have booked an e-learning subscription or online workshop, you will have access to the online toolkit(s) associated with that workshop. If you cancel any e-learning subscription or workshop you will not be entitled to any refund. There is no charge for transferring your registration to the same course on an alternative date provided you notify MOSAIC Change LLC™ in writing not less than 10 days before the start of the training and if there is availability. However, a transfer fee of 20% of the course fee (plus VAT) will be payable if the notice is received less than ten (10) days before the start of the original course. If you transfer your registration, you will not receive

any refund, and you will not be entitled to transfer more than once. You must make any request to transfer your registration for the same course to a new date, in writing, which may be sent by email to: info@mosaicchange.com.

9.5 **Cancellation by MOSAIC Change LLC™** : MOSAIC Change LLC™ reserves the right to cancel any training course due to insufficient enrollment by providing notice to you at least 7 calendar days prior to schedule commencement date. In the event of cancellation by MOSAIC Change LLC™ , you may elect to receive a full refund of registration fees paid or credit toward alternative class(es). Nevertheless, MOSAIC Change LLC™ will not be responsible for non-refundable tickets purchased or reservations made by you. If a training class is cancelled by MOSAIC Change LLC™ due to any Force Majeure Event as defined in Section 13.2, the Customer is entitled to a full class credit which must be used within one year of the date of the original class for another class offered by MOSAIC Change LLC™ of equal or lesser value.

9.6 **Assessment Integrity:** You acknowledge that Assessments are designed to measure a user's proficiency or other skills based upon spontaneous, unassisted, original answers provided by the user. If you complete an Assessment, you will provide spontaneous, unassisted answers to the Assessment, and you will not give answers that are memorized or copied from other sources (including answers of another user). You will not encourage or assist any other person to cheat on an Assessment or encourage, engage in or assist any act or omission that might compromise the security of an Assessment or impair the integrity of any Assessment.

9.7 **Assessment Confidentiality:** To ensure the continued integrity of Assessments, you will maintain the confidentiality of the questions contained in an Assessment and your answers to those questions, and you will not disclose any of those questions or your answers to any other person.

9.8 **Irregularities:** MOSAIC Change LLC™ may in its discretion refuse to score an Assessment, release your results on an Assessment or invalidate your completion of an Assessment if MOSAIC Change LLC™ believes that the security of the Assessment or the integrity of your completion of the Assessment have been impaired or compromised for any reason whatsoever, including as a result of administrative errors or cheating or other misconduct by you.

9.9 **Certificates:** Following your successful completion of the requirements (including all applicable Assessments) for a Course or a bundle of Courses, as determined by MOSAIC Change LLC™ in MOSAIC Change LLC™ 's sole discretion and subject to these Terms of Service, MOSAIC Change LLC™ will grant you a Certificate in respect of the Course or the bundle of Courses. MOSAIC Change LLC™ will send or cause to be sent an electronic copy of your Certificate to the email address you provided to MOSAIC Change LLC™ . MOSAIC Change LLC™ may make additional copies of your Certificate available to you in hard copy or other format for an additional fee.

9.10 **Disclosure of Certificate:** If you submit a copy of one or more of your Certificates to an institution, association, organization or entity, including a current or

potential employer (each an “**Authorized Organization**”), or if you authorize MOSAIC Change LLC™ to disclose a copy of one or more of your Certificates to an Authorized Organization, or if you authorize an Authorized Organization to obtain a copy of one or more of your Certificates from MOSAIC Change LLC™, then you unconditionally and irrevocably consent to MOSAIC Change LLC™ disclosing to the Authorized Organization your name and other personal information and a copy of the Certificate, and you agree that MOSAIC Change LLC™ is not responsible or liable for the Authorized Organization’s use or disclosure of the disclosed information and the copy of the Certificate.

9.11 **No Other Certification:** A Certificate granted to you in respect of a Course or a bundle of Courses evidences your successful completion of that Course or bundle of Courses only. Unless otherwise explicitly stated by a credit-granting institution, participation in or completion of a Course or a bundle of Courses does not confer any academic or continuing education credit or any other designation or certification on you.

9.12 **Consequences of Breach/Misconduct:** Notwithstanding any other provision of these Terms of Service, if you breach these Terms of Service or any Other Agreement then, in addition to all other lawful remedies, MOSAIC Change LLC™ may in its discretion: (a) cancel your registration for any and all pending Courses; (b) refuse to score an Assessment completed by you; (c) refuse to accept your registration for any future Courses; (d) refuse to give you a refund of fees paid for Courses; (e) invalidate your completion of an Assessment or a Course; and (f) invalidate any Certificate you received in respect of a Course.

10. Other Matters

10.1 **General Representations/Warranties:** You represent and warrant to MOSAIC Change LLC™ that you have the right, power, capacity and authority to lawfully enter into these Terms of Service and lawfully perform your obligations and exercise your rights under these Terms of Service.

10.2 **Technical Requirements:** You are solely responsible and liable for obtaining, provisioning, configuring, maintaining, paying for, and protecting from loss and damage, all equipment (including mobile computing devices and personal computers), software and services (including Internet access) necessary for your use of your Account and Products (including transmission of data to and from MOSAIC Change LLC™).

10.3 **Notifications:** You will promptly notify MOSAIC Change LLC™ if you know of or suspect any unauthorized access to or use of a Product, and on request by MOSAIC Change LLC™ you will cooperate with and assist MOSAIC Change LLC™ to investigate and respond to the unauthorized access or use (as applicable).

11. Disclaimers, Liability Exclusions/Limitations and Indemnity

11.1 **General Disclaimer:** You are solely responsible for the use of your Account and the selection and use of Products to achieve your intended results, and you use your Account and Products at your own risk. To the fullest extent permitted by applicable law, Accounts and Products are provided “as is”, “as available” and “with all faults”, and without any representations, warranties, conditions or guarantees of any nature or kind whatsoever, whether express, implied or statutory, or arising from custom or trade usage or by any course of dealing or course of performance, including any representations,

warranties, conditions or guarantees of or relating to: accuracy, accessibility, availability, completeness, durability, errors, fitness for a particular purpose, merchantability, non-infringement, lack of viruses or other disabling or harmful code, performance, quality, results, suitability, security, timeliness, title, truthfulness, quiet enjoyment, uninterrupted service or workmanlike effort; all of which are hereby waived by you and disclaimed by MOSAIC Change LLC™ to the fullest extent permitted by applicable law. Without limiting the foregoing, MOSAIC Change LLC™ does not represent or warrant that any Product will meet your requirements. No oral or written information or advice given by or on behalf of MOSAIC Change LLC™ will create any legally binding or effective representation, warranty, condition or promise. Talent management practices, including how you engage in conversations about employees and how you use and/or store these forms, needs to comply with all applicable labor laws for your country, state, or region of the world. Please check with your legal counsel prior to the use of these tools to ensure you are compliant with the laws in your areas. MOSAIC Change LLC™ is not responsible for any potential misuse of these tools.

11.2 Liability Exclusions/Limitations: Notwithstanding any other provision of these Terms of Service or any Other Agreements, and to the fullest extent permitted by applicable law: (a) in no event and under no circumstances will MOSAIC Change LLC™ be liable to you or any other person for any personal injury, emotional distress or any damage or loss (including direct, indirect, incidental, consequential, special, punitive or exemplary damage or loss, loss of profit, loss of revenue, loss of data or information, loss of use, loss of privacy, loss of business, loss of opportunity, loss of productivity or any other commercial damage or loss) arising from, connected with or relating to Accounts or Products (including your use or inability to use your Account or Products) or any related matter; and (b) if notwithstanding the foregoing or any other provision of these Terms of Service or any Other Agreements MOSAIC Change LLC™ is liable to you or any other person, then in no event and under no circumstances will MOSAIC Change LLC™'s total aggregate liability arising from, connected with, or relating to Accounts or Products or any related matter ever exceed the lesser of: (1) the fees that you actually paid to MOSAIC Change LLC™ during the three (3) months immediately before the date on which the liability arose; and (2) USD\$50.00. This section 11.2 applies to loss and damage however caused and to liability under any theory (including contract, tort, statute and strict liability), regardless of any negligence or other fault or wrongdoing (including fundamental breach or gross negligence) by MOSAIC Change LLC™ or any person for whom MOSAIC Change LLC™ is responsible, even if other remedies are not available or do not adequately compensate you or any other person for the loss or damage or the stated remedy fails of its essential purpose, or MOSAIC Change LLC™ knew or should have known of the possibility of the loss or damage being incurred.

11.3 Exceptions: The laws in some jurisdictions prohibit or limit the disclaimer of certain warranties and conditions or the exclusion or limitation of certain liabilities, and so the disclaimers and liability exclusions and limitations in these Terms of Service might not apply to you.

11.4 Indemnity: You will defend, indemnify and hold harmless MOSAIC Change LLC™

from and against any and all losses, damages, costs, expenses (including legal fees), claims, complaints, demands, actions, suits, proceedings, obligations and liabilities (including legal fees and expenses and settlement payments) arising from, connected with or relating to your use of an Account or Products or your negligence, misconduct or breach of these Terms of Service or any applicable Other Agreements. Notwithstanding the foregoing, MOSAIC Change LLC™ retains the right to participate in the defense of and settlement negotiations relating to any third party claim, complaint, demand, action, suit or proceeding with counsel of their own selection at their sole cost and expense.

11.5 **Definition:** In this section 11, “**MOSAIC Change LLC™**” means MOSAIC Change LLC™ and each of MOSAIC Change LLC™’s corporate affiliates, licensors, suppliers and service providers, and each of their respective directors, officers, employees, contractors, agents, shareholders, distributors and representatives, jointly and severally.

12. Suspension/Termination

12.1 **Suspension:** MOSAIC Change LLC™ in its discretion may immediately suspend or restrict your Account and your permission to order Products at any time without notice or liability to you or any other person.

12.2 **Termination:** These Terms of Service as they apply to you are effective unless and until terminated as set forth in this section 12.2. You may terminate these Terms of Service as they apply to you by permanently closing/deactivating your Account. MOSAIC Change LLC™ in its discretion may for its sole convenience terminate these Terms of Service at any time by giving a notice of termination to you or by permanently closing/deactivating your Account.

12.3 **Consequences of Termination:** Notwithstanding any other provision of these Terms of Service, the obligations and liabilities you incur prior to termination of these Terms of Service will survive termination, and sections 1.3, 2, 3, 4, 5, 6, 7.6, 8.2, 9, 11, 12.3 and 13 of these Terms of Service (and all other provisions of these Terms of Service necessary to their interpretation or enforcement) will survive termination and continue to apply and be binding upon you and MOSAIC Change LLC™.

13. General Matters

13.1 **Governing Law:** These Terms of Service, the Other Agreements, Products, the relationship between you and MOSAIC Change LLC™, and all related matters will be governed by, and construed and interpreted solely in accordance with, the laws of the United States of America, excluding any rules of private international law or the conflict of laws that would lead to the application of any other laws and excluding any law that implements the United Nations Convention on Contracts for the International Sale of Goods.

Disputes: The courts of the United States of America will have original and exclusive jurisdiction over any and all disputes arising from, connected with or relating to these Terms of Service, the Other Agreements, Accounts, Products, the relationship between you and MOSAIC Change LLC™ or any related matter (each a “**Dispute**”), and you and MOSAIC Change LLC™ each hereby unconditionally and irrevocably submit and attorn to the original and exclusive jurisdiction of those courts regarding those disputes.

Notwithstanding the foregoing, MOSAIC Change LLC™ may commence legal proceedings

against you in the courts of any jurisdiction seeking injunctive relief (or similar urgent legal remedies) to enforce these Terms of Service or to protect MOSAIC Change LLC™ 's rights and interests. You will commence legal proceedings regarding a Dispute within twelve (12) months after the Dispute arises, after which time any and all legal proceedings by you regarding the Dispute will be forever barred. Any shorter time limit provided by law remains unaffected.

13.2 **Force Majeure:** Notwithstanding any other provision of these Terms of Service or any Other Agreements, MOSAIC Change LLC™ will not be liable for any delay in performing, or failure to perform, any of its obligations under these Terms of Service or any Other Agreements to the extent performance is delayed or prevented due to any cause or causes that are beyond MOSAIC Change LLC™ 's control. Any delay or failure of that kind will not be a breach of these Terms of Service or any Other Agreements by MOSAIC Change LLC™ , and the time for MOSAIC Change LLC™ 's performance of the affected obligation will be extended by a period that is reasonable in the circumstances.

13.3 **Miscellaneous:** You and MOSAIC Change LLC™ are non-exclusive, independent contracting parties, and nothing in these Terms of Service or any Other Agreements or done pursuant to these Terms of Service or any Other Agreements will create or be construed to create a partnership, joint venture, agency, employment or other similar relationship between you and MOSAIC Change LLC™ . Upon request by MOSAIC Change LLC™ , you will execute all further documents and instruments and do all further things as may be reasonably necessary to implement and carry out the provisions and intent of these Terms of Service and applicable Other Agreements. No consent or waiver by MOSAIC Change LLC™ to or of any breach by you of these Terms of Service or any Other Agreements will be effective unless the consent or waiver is confirmed in a document that is signed by MOSAIC Change LLC™ or will be deemed or construed to be a consent to or waiver of a continuing breach or any other breach by you. MOSAIC Change LLC™ 's rights and remedies under these Terms of Service and the Other Agreements are cumulative and not exhaustive or exclusive of any other rights or remedies to which MOSAIC Change LLC™ may be lawfully entitled under these Terms of Service or any Other Agreements or at law, and MOSAIC Change LLC™ will be entitled to pursue any and all of its rights and remedies concurrently, consecutively and alternatively. If any provision of these Terms of Service or any Other Agreements is held by a court or arbitrator of competent jurisdiction to be invalid or unenforceable for any reason, then the provision will be deemed severed from these Terms of Service or the Other Agreements (as applicable) and the remaining provisions will continue in full force and effect without being impaired or invalidated in any way, unless as a result of the severance these Terms of Service or the Other Agreements (as applicable) would fail in their essential purpose. You may not assign these Terms of Service or any Other Agreements or any of your rights, licenses, duties or obligations under these Terms of Service or any Other Agreements. MOSAIC Change LLC™ in its discretion may assign these Terms of Service and the Other Agreements and any or all of MOSAIC Change LLC™ 's rights, licenses, duties and obligations under these Terms of Service and the Other Agreements. MOSAIC Change LLC™ may engage subcontractors to perform MOSAIC Change LLC™ 's obligations under these Terms of Service and the Other

Agreements. The provisions of these Terms of Service and applicable Other Agreements will enure to the benefit of and be binding upon you and MOSAIC Change LLC™ and your respective successors, permitted assigns and personal representatives.

13.4 **Interpretation:** In these Terms of Service and applicable Other Agreements (each a “**Contract Document**”): (i) a reference to the Contract Document refers to the Contract Document as a whole and not just to the particular provision in which the reference appears; (ii) a reference in a Contract Document to a section by number is a reference to the appropriate section in the Contract Document; (iii) headings are for reference only and do not define, limit or enlarge the scope or meaning of the Contract Document or any of its provisions; (iv) words importing the singular number only include the plural and vice versa; (v) words importing a gender include both genders; (vi) “**person**” includes an individual, corporation, partnership, joint venture, association, trust, unincorporated organization, society, and any other legal entity; (vii) “**including**” and “**includes**” mean including or includes (as applicable) without limitation or restriction; (viii) “**law**” includes common law, equity, statutes and regulations, and reference to a specific law includes all regulations made under the law and all amendments to, or replacements of, the law or any regulation made under the law in force from time to time; and (ix) “**discretion**” or any variation thereof means a person’s sole, absolute and unfettered discretion.

13.5 **Complete Agreement/Governing Language:** These Terms of Service and all applicable Other Agreements together set forth the entire agreement between you and MOSAIC Change LLC™ regarding the subject matter of these Terms of Service and the Other Agreements (including Products), and supersede all prior or contemporaneous communications, representations, negotiations, discussions, agreements, or understandings, whether oral or written, with respect to the subject matter of these Terms of Service and the Other Agreements. Except as expressly set forth in these Terms of Service, these Terms of Service and the Other Agreements may not be modified except by a written document that expressly states that it is an amendment to these Terms of Service or the Other Agreements (as applicable) and is signed by an authorized representative of MOSAIC Change LLC™ You and MOSAIC Change LLC™ have expressly requested and required that these Terms of Service and all Other Agreements and all related documents be drawn up in the English language. Any non-English translation of these Terms of Service or any Other Agreements provided by MOSAIC Change LLC™ is for convenience only, and if there is a conflict or inconsistency between the English version and a non-English translation then the English version will take priority and govern.

BY ACCEPTING THIS AGREEMENT, EITHER BY CLICKING A BOX INDICATING YOUR ACCEPTANCE OR BY EXECUTING AN ORDER FORM THAT REFERENCES THIS AGREEMENT, OR BY USING OR ACCESSING MOSAIC Change LLC™ TRAINING MATERIAL, YOU AGREE TO BE BOUND BY THE TERMS OF THIS AGREEMENT.

If you have any questions or comments regarding these Terms of Service or any Other Agreements, please contact MOSAIC Change LLC™ at info@mosaicchange.com.

