

## WEBSITE TERMS & CONDITIONS OF USE

### 1. About the Website

- (a) Welcome to [www.valuesidentifier.com](http://www.valuesidentifier.com) (**Website**). The Website allows you to access and use the Values Identifier powered by Valuegraphics (**Services**).
- (b) The Website is operated by Values Identifier powered by Valuegraphics, LLC . Access to and use of the Website, or any of its associated products or Services, is provided by Values Identifier powered by Valuegraphics, LLC. Please read these terms and conditions (**Terms**) carefully. By using, browsing and/or reading the Website, this signifies that you have read, understood, and agree to be bound by the Terms. If you do not agree with the Terms, you must cease usage of the Website, or any of Services, immediately.
- (c) Values Identifier powered by Valuegraphics, LLC reserves the right to review and change any of the Terms by updating this page at its sole discretion. When Values Identifier powered by Valuegraphics, LLC updates the Terms, it will use reasonable endeavors to provide you with notice of updates to the Terms. Any changes to the Terms take immediate effect from the date of their publication. Before you continue, we recommend you keep a copy of the Terms for your records.

### 2. Acceptance of the Terms

You accept the Terms by remaining on the Website. Where the option is available in the user interface, you may also accept the Terms by clicking to accept or agree to the Terms.

### 3. About the Service

- (a) Values Identifier powered by Valuegraphics is a unique and powerful way to gain insight into the values that drive your everyday behavior, using an assessment and analysis component.
- (b) Individual user accounts are currently offered. You acknowledge and agree that the accounts offered, as well as the account features, may change from time to time and may be governed by separate terms that apply specifically to the account. Where special account-specific terms apply, you will be informed and must accept those terms before you are given such an account. For the avoidance of doubt, these Terms apply unless otherwise agreed or amended by account-specific terms.
- (c) Some accounts may be governed by a separate Software Licensing Agreement with Values Identifier powered by Valuegraphics, LLC, which may amend the terms of use. For the avoidance of doubt these Terms apply unless otherwise agreed or amended by the terms of an applicable Software Licensing Agreement.

#### **4. Acceptable use of the Service**

- (a) Values Identifier powered by Valuegraphics, its related features, and website must only be used lawfully. Values Identifier powered by Valuegraphics, LLC reserves the right to suspend, cancel, or otherwise deny access to users and accounts who use the service:
  - (i) To engage in any act that would disrupt the access, availability, and security of Values Identifier powered by Valuegraphics and other Values Identifier powered by Valuegraphics, LLC services, including but not limited to:
    - (A) Tampering with, reverse-engineering, or hacking our servers.
    - (B) Modifying, disabling, or compromising the performance Values Identifier powered by Valuegraphics or other Values Identifier powered by Valuegraphics, LLC services.
    - (C) Overwhelming, or attempting to overwhelm our infrastructure by imposing an unreasonably large load on our systems that consume extraordinary resources.
    - (D) Compromising the integrity of our system, including probing, scanning, and testing the vulnerability of our system unless expressly permitted by Values Identifier powered by Valuegraphics, LLC.
- (b) For any illegal purpose or to violate any laws, including and without limitation to data, privacy, and export control laws.
- (c) To stalk, harass, or threaten users and any member of the public.
- (d) To misrepresent or defraud any user or member of the public through phishing, spoofing, manipulating headers or other identifiers, impersonating anyone else, or falsely implying any sponsorship or association with Values Identifier powered by Valuegraphics, LLC or any third party.
- (e) To access or search any part of the Service or any other Service owned by Values Identifier powered by Valuegraphics, LLC other than our publicly supported interface or otherwise allowed for in an applicable Software Licensing Agreement.
- (f) To post, upload, share, or otherwise circulate content in violation of Values Identifier powered by Valuegraphics content policy.

#### **5. Security and Data Privacy**

Values Identifier powered by Valuegraphics, LLC takes your privacy seriously, and information provided through your use of the Website and/or Services are subject to Values Identifier powered by Valuegraphics, LLC's Privacy Policy, which is available on the Website. The Privacy Policy also addresses Values Identifier powered by Valuegraphics, LLC's processes, policies, and obligations with respect to Values Identifier powered by Valuegraphics security breaches.



## 6. Data Use

Values Identifier powered by Valuegraphics, LLC collects, stores, and processes your data on Values Identifier powered by Valuegraphics. The data is used to provide Services to you, as well as to facilitate Values Identifier powered by Valuegraphics, LLC's business operations. The Privacy Policy outlines how your data is collected, stored, and processed by Values Identifier powered by Valuegraphics, LLC. The Privacy Policy also addresses Values Identifier powered by Valuegraphics, LLC's processes, policies, and obligations in respect of data encryption and removal requests.

## 7. Using the Service

- (a) In order to access the Services, you must first purchase an assessment through the Website and pay the applicable fee (**Assessment Fee**). After purchasing an assessment, you will be considered a member ('Member').
- (b) In purchasing the assessment, you acknowledge and agree that it is your responsibility to ensure that the assessment you elect to purchase is suitable for your use.
- (c) Before, during, or after you purchase the assessment, you will be required to register for an account through the Website before you can access the Services (**Account**).
- (d) As part of the registration process, or as part of your continued use of the Services, you may be required to provide personal information about yourself (such as identification or contact details), including but not limited to your email address, name, age range, gender identity, and answers to the Values Identifier Assessment.
- (e) You warrant that any information you give to Values Identifier powered by Valuegraphics, LLC in the course of completing the registration process will always be accurate, correct, and up to date.
- (f) Once you have completed the registration process, you will be a registered user of the Website and agree to be bound by the Terms ("User"). As a Member, you will be granted immediate access to the Services from the time you complete the registration process until you complete the assessment.
- (g) You may not use the Services and may not accept the Terms if:
  - (i) You are not of legal age to form a binding contract with Values Identifier powered by Valuegraphics, LLC; or
  - (ii) You are a person barred from receiving the Services under the laws of the United States of America or other countries, including the country in which you are resident or from which you use the Services.

## 8. Payments

- (a) Subject to the terms of any applicable Software License Agreement, the Assessment Fee may be paid by all payment methods available on the Website and may change from time to time.
- (b) Payments made in the course of your use of Values Identifier powered by Valuegraphics may be made using third-party applications and services not owned, operated, or otherwise controlled by Values Identifier powered by Valuegraphics, LLC. You acknowledge and agree that Values Identifier powered by Valuegraphics, LLC will not be liable for any losses or damage arising from the operations of third-party payment applications and services. You further acknowledge and warrant that you have read, understood, and agree to be bound by the terms and conditions of the applicable third-party payment applications and services you choose to use as a payment method for Values Identifier powered by Valuegraphics services.
- (c) You acknowledge and agree that where a request for the payment of the Assessment Fee is returned or denied, for whatever reason, by your financial institution or is unpaid by you for any other reason, then you are liable for any costs, including banking fees and charges, associated with the Assessment Fee.
- (d) You agree and acknowledge that Values Identifier powered by Valuegraphics, LLC can vary the Assessment Fee at any time and that the varied Assessment Fee will come into effect following the conclusion of the existing Assessment Fee.

## 9. Refund Policy

- (a) Values Identifier powered by Valuegraphics, LLC offers refunds in accordance with Washington State Law and on the terms set out in these terms and conditions. Any benefits set out in these terms and conditions may apply in addition to consumer's rights under the Washington State Law.
- (b) Values Identifier powered by Valuegraphics, LLC will only provide you with a refund of the Assessment Fee in the event they are unable to continue to provide the Services or if the manager of Values Identifier powered by Valuegraphics, LLC makes a decision, at its absolute discretion, that it is reasonable to do so under the circumstances. Where this occurs, the refund will be in the proportional amount of the Assessment Fee that remains unused by the Member (**Refund**).

## 10. Copyright and Intellectual Property

- (a) The Website, the Services, and all the related products of Values Identifier powered by Valuegraphics, LLC are subject to copyright. Unless otherwise indicated, all rights (including copyright) in the Services and compilation of the Website (including but not limited to text, graphics, logos, button icons, video images, audio clips, Website code, scripts, design elements, and interactive features) or the Services are owned or controlled



for these purposes, and are reserved by Values Identifier powered by Valuegraphics, LLC or its contributors.

- (b) All trademarks, service marks, and trade names are owned, registered and/or licensed by Values Identifier powered by Valuegraphics, LLC, who grants to you a worldwide, non-exclusive, royalty-free, revocable license whilst you are a User to:
  - (i) use the Website pursuant to the Terms;
  - (ii) copy and store the Website and the material contained in the Website in your device's cache memory; and
  - (iii) print pages from the Website for your own personal and non-commercial use.
- (c) Values Identifier powered by Valuegraphics, LLC does not grant you any other rights whatsoever in relation to the Website or the Services. All other rights are expressly reserved by Values Identifier powered by Valuegraphics, LLC.
- (d) Values Identifier powered by Valuegraphics, LLC retains all rights, title, and interest in and to the Website and all related Services. Nothing you do on or in relation to the Website will transfer any:
  - (i) business name, trading name, domain name, trademark, industrial design, patent, registered design or copyright, or
  - (ii) a right to use or exploit a business name, trading name, domain name, trademark or industrial design, or
  - (iii) a thing, system, or process that is the subject of a patent, registered design, or copyright (or an adaptation or modification of such a thing, system, or process) to you.
- (e) You may not, without the prior written permission of Values Identifier powered by Valuegraphics, LLC and the permission of any other relevant rights owners, broadcast, republish, up-load to a third party, transmit, post, distribute, show, or play in public, adapt or change in any way the Services or third-party Services for any purpose, unless otherwise provided by these Terms. This prohibition does not extend to materials on the Website that are freely available for re-use or are in the public domain.

## **11. General Disclaimer**

- (a) Nothing in the Terms limits or excludes any guarantees, warranties, representations, or conditions implied or imposed by law, including Washington State Law (or any liability under them), which by law may not be limited or excluded.
- (b) Subject to this clause and to the extent permitted by law:
  - (i) all terms, guarantees, warranties, representations, or conditions which are not expressly stated in the Terms are excluded; and



- (ii) Values Identifier powered by Valuegraphics, LLC will not be liable for any special, indirect or consequential loss or damage (unless such loss or damage is reasonably foreseeable resulting from our failure to meet an applicable Consumer Guarantee), loss of profit or opportunity, or damage to goodwill arising out of or in connection with the Services or these Terms (including as a result of not being able to use the Services or the late supply of the Services), whether at common law, under contract, tort (including negligence), in equity, pursuant to statute or otherwise.
- (c) Use of the Website and the Services is at your own risk. Everything on the Website and the Services is provided to you "as is" and "as available" without warranty or condition of any kind. None of the affiliates, directors, officers, employees, agents, contributors, and licensors of Values Identifier powered by Valuegraphics, LLC make any express or implied representation or warranty about the Services, or any products or Services (including the products or Services of Values Identifier powered by Valuegraphics, LLC) referred to on the Website. This includes (but is not restricted to) loss or damage you might suffer as a result of any of the following:
  - (i) failure of performance, error, omission, interruption, deletion, defect, failure to correct defects, delay in operation or transmission, computer virus or other harmful component, loss of data, communication line failure, unlawful third-party conduct, or theft, destruction, alteration or unauthorized access to records;
  - (ii) the accuracy, suitability, or currency of any information on the Website, the Services, or any of its Services-related products (including third-party material and advertisements on the Website);
  - (iii) costs incurred as a result of you using the Website, the Services, or any of the products of Values Identifier powered by Valuegraphics, LLC; and
  - (iv) the Services or operation with respect to links that are provided for your convenience.

## **12. Limitation of Liability**

- (a) Values Identifier powered by Valuegraphics, LLC's total liability arising out of or in connection with the Services or these Terms, however arising, including under contract, tort (including negligence), in equity, under statute, or otherwise, will not exceed the resupply of the Services to you.
- (b) You expressly understand and agree that Values Identifier powered by Valuegraphics, LLC, its affiliates, employees, agents, contributors, and licensors shall not be liable to you for any direct, indirect, incidental, special consequential, or exemplary damages which may be incurred by you, however, caused and under any theory of liability. This shall include, but is not limited to, any loss of profit (whether incurred directly or indirectly), any loss of goodwill or business reputation, and any other intangible loss.

### **13. Termination of Contract**

- (a) The Terms will continue to apply until terminated by either you or by Values Identifier powered by Valuegraphics, LLC as set out below.
- (b) If you want to terminate the Terms, you may do so by:
  - (i) providing Values Identifier powered by Valuegraphics, LLC with 30 days' notice of your intention to terminate; and
  - (ii) closing your accounts for all of the services which you use, where Values Identifier powered by Valuegraphics, LLC has made this option available to you.
- (c) Any notices pursuant to Clause 13.b.i above should be sent, in writing, to Values Identifier powered by Valuegraphics, LLC via the 'Contact Us' link on our homepage.
- (d) Values Identifier powered by Valuegraphics, LLC may, at any time, terminate the Terms with you if:
  - (i) you have breached any provision of the Terms or intend to breach any provision;
  - (ii) Values Identifier powered by Valuegraphics, LLC is required to do so by law;
  - (iii) the provision of the Services to you by Values Identifier powered by Valuegraphics, LLC is, in the opinion of Values Identifier powered by Valuegraphics, LLC, no longer commercially viable.
- (e) Subject to local applicable laws, Values Identifier powered by Valuegraphics, LLC reserves the right to discontinue or cancel your Contract or Account at any time and may suspend or deny, in its sole discretion, your access to all or any portion of the Website or the Services without notice if you breach any provision of the Terms or any applicable law or if your conduct impacts Values Identifier powered by Valuegraphics, LLC's name or reputation or violates the rights of those of another party.

### **14. Indemnity**

You agree to indemnify Values Identifier powered by Valuegraphics, LLC, its affiliates, employees, agents, contributors, third-party content providers, and licensors from and against:

- (a) all actions, suits, claims, demands, liabilities, costs, expenses, loss, and damage (including legal fees on a full indemnity basis) incurred, suffered, or arising out of or in connection with your content;
- (b) any direct or indirect consequences of you accessing, using, or transacting on the Website or attempts to do so; and/or
- (c) any breach of the Terms.

### **15. Dispute Resolution**

#### **15.1. Compulsory:**

If a dispute arises out of or relates to the Terms, either party may not commence any Tribunal or Court proceedings in relation to the dispute, unless the following clauses have been complied with (except where urgent interlocutory relief is sought).



**15.2. Notice:**

A party to the Terms claiming a dispute (**Dispute**) has arisen under the Terms must give written notice to the other party detailing the nature of the dispute, the desired outcome, and the action required to settle the Dispute.

**15.3. Resolution:**

On receipt of that notice (**Notice**) by that other party, the parties to the Terms (**Parties**) must:

- (a) Within 28 days of the Notice, endeavor in good faith to resolve the Dispute expeditiously by negotiation or such other means upon which they may mutually agree;
- (b) If for any reason whatsoever, 28 days after the date of the Notice, the Dispute has not been resolved, the Parties must either agree upon the selection of a mediator or request that an appropriate mediator be appointed by an applicable mediator;
- (c) The Parties are equally liable for the fees and reasonable expenses of a mediator and the cost of the venue of the mediation and without limiting the foregoing undertake to pay any amounts requested by the mediator as a precondition to the mediation commencing. The Parties must each pay their own costs associated with the mediation.

**15.4. Confidential:**

All communications concerning negotiations made by the Parties arising out of and in connection with this dispute resolution clause are confidential and, to the extent possible, must be treated as "without prejudice" negotiations for the purpose of applicable laws of evidence.

**15.5. Termination of Mediation:**

If two months have elapsed after the start of a mediation of the Dispute and the Dispute has not been resolved, either Party may ask the mediator to terminate the mediation, and the mediator must do so.

**16. Venue and Jurisdiction**

The Services offered by Values Identifier powered by Valuegraphics, LLC are intended to be viewed by residents of the United States of America. In the event of any dispute arising out of or in relation to the Website, you agree that the exclusive venue for resolving any dispute shall be in the courts of Washington State.

**17. Governing Law**

The Terms are governed by the laws of Washington State. Any dispute, controversy, proceeding, or claim of whatever nature arising out of or in any way relating to the Terms and the rights created hereby shall be governed, interpreted, and construed by, under, and pursuant to the laws of Washington State, United States of America without reference to conflict of law principles,





notwithstanding mandatory rules. The validity of this governing law clause is not contested. The Terms shall be binding to the benefit of the parties hereto and their successors and assigns.

**18. Severance**

If any part of these Terms is found void or unenforceable by a Court of competent jurisdiction, that part shall be severed, and the rest of the Terms shall remain in force.