

7 Mindsets Terms of Use

Last Updated: 2022

PLEASE READ THESE TERMS OF USE CAREFULLY. BY ACCESSING OR USING THE SERVICE, YOU AGREE TO BE BOUND, AND ANY ENTITY WHICH YOU REPRESENT WILL BE BOUND, BY THESE TERMS OF USE. IF YOU DO NOT AGREE TO ALL OF THESE TERMS OF USE, DO NOT ACCESS OR USE THE SERVICE.

These 7 Mindsets Terms of Use (the "Terms") apply when you access or use the online, mobile and/or web-based applications of the Mindset Academy Classroom Portal found at www.7mindsetsportal.com (collectively, the "Service") provided by 7 Mindsets, LLC located at 60 King Street, Roswell, Georgia 30075 ("7 Mindsets"). These Terms do not change the terms or conditions of any other agreement you may have with 7 Mindsets for products, services, or otherwise, including, without limitation, the 7 Mindsets Subscription Agreement. If you are using the Service on behalf of an entity, you represent and warrant that you are authorized to accept these Terms on the entity's behalf, and that the entity agrees to be responsible to 7 Mindsets if you violate these Terms.

1. Changes to These Terms

7 Mindsets reserves the right to change these Terms at any time in its sole discretion. If 7 Mindsets makes material changes to these Terms, it will provide notice of such changes, such as by sending you an email, by providing notice through the Service, or by updating the "Last updated" date at the top of these Terms. Your continued use of the Service following the posting of changes will confirm that you accept the changed Terms. 7 Mindsets encourages you to review the Terms regularly to ensure that you understand the terms and conditions that apply to your use of the Service. If you do not agree to the changed Terms, you must stop using the Service.

2. Privacy Policy

Please refer to the 7 Mindsets Privacy Policy [here](#) for information about how 7 Mindsets collects, uses, and discloses information about users of the Service.

3. Accounts

To access and use the Service, you must register for an account using the unique Customer code provided to you by 7 Mindsets either directly or through your employer. If you register an account, you will (a) provide accurate, truthful, current, and complete account information; (b) maintain and promptly update your account information to keep it accurate, current, and complete; (c) maintain the security of your account; (d) promptly notify 7 Mindsets if you discover or otherwise suspect any security breaches related to the Services; and (e) accept all risks of unauthorized access to your account information and any other information you provide to 7 Mindsets.

4. Copyright and Limited License

Unless otherwise indicated, the Service and all content and other materials in the Services, including, without limitation, the 7 Mindset logo, and all designs, text, graphics, pictures, information, data, software, sound files, other files, and the selection and arrangement thereof (collectively, the "7 Mindsets Materials") are the proprietary property of 7 Mindsets or its licensors and are protected by United States and international copyright laws.

Notwithstanding any agreement you may have with 7 Mindsets that includes broader license rights to the Service or any 7 Mindsets Materials therein, you are granted a limited, non-exclusive, non-sublicensable, non-transferrable revocable license to (i) access and use the Service, (ii) download 7 Mindsets Materials that are expressly provided through the Service for download, and (iii) electronically copy (except where prohibited without a license) and print to hard copy parts of the 7 Mindsets Materials, but in each instance solely for your informational, noncommercial, and personal use or otherwise in accordance with a written agreement between you and 7 Mindsets and in accordance with any relevant federal and state laws and regulations. This license is subject to these Terms and, except as expressly permitted on the Services or under a separate written agreement between you and 7 Mindsets, you do NOT have the right to do any of the following: (a) sell, resell, rent, lease, distribute, transfer, assign, host, pledge or commercially use the Service or the 7 Mindsets Materials; (b) distribute, publicly perform, or publicly display any part of the 7 Mindsets Materials; (c) publish

or reproduce any part of the 7 Mindsets Materials on the Internet or any external websites, networks, or servers; (d) modify or otherwise make any derivative uses of any part of the Service or the 7 Mindsets Materials; (e) use the Services to gather information regarding other users or use any data mining, robots, or similar data gathering or extraction methods with the Services; (f) download (other than via page caching) any part of the Service or the 7 Mindsets Materials that are not expressly provided by 7 Mindsets for download; (g) interfere with or disrupt the functionality of the Services; (h) access the Services to create a similar or competitive service; (i) use the Service without 7 Mindsets' consent, or (i) use any part of the Service or the 7 Mindsets Materials for anything other than for their intended purposes. You will not obscure any copyright notices or other legends or notices appearing on any part of the 7 Mindsets Materials and will ensure that all permitted copies of the 7 Mindsets Materials contain the same copyright notice and other legends or notices that appear on the copies provided by 7 Mindsets or as otherwise may be instructed by 7 Mindsets. Any use of the Services or the 7 Mindsets Materials other than as specifically authorized by these Terms or in writing by 7 Mindsets is strictly prohibited and will terminate your license and Subscription to the Service and the 7 Mindsets Materials. Such unauthorized use also may violate applicable laws, including, without limitation, copyright and trademark laws and applicable communications regulations and statutes. Unless explicitly stated herein, nothing in these Terms shall be construed as conferring any license to intellectual property rights, whether by estoppel, implication, or otherwise.

5. Repeat Infringer Policy

In accordance with the Digital Millennium Copyright Act ("DMCA") and other applicable law, 7 Mindsets has adopted a policy of terminating, in appropriate circumstances and at 7 Mindsets' sole discretion, accounts of account holders who are deemed to be repeat infringers. 7 Mindsets also may, at its sole discretion, limit access to the Service and terminate the accounts of any users who infringe any intellectual property rights of others, whether or not there is any repeat infringement.

6. Copyright Complaints

If you believe that anything in the Service infringes on any copyright you own or control, you may file a notification with 7 Mindsets' Designated Agent as set forth below:

Agent Designated to Receive Notification of Claimed Infringement: Attention CEO
Address to Send Notification: 60 King Street, Roswell, Georgia 30075
Telephone Number of Designated Agent: 678-873-3144
Facsimile Number of Designated Agent: 678-550-9750
Email Address of Designated Agent: info@7mindsets.com

Please see [17 U.S.C. § 512\(c\)\(3\)](#) for the requirements of a proper notification. If you knowingly misrepresent in your notification that the material or activity is infringing, you will be liable for any damages, including costs and attorneys' fees, incurred by 7 Mindsets or the alleged infringer as the result of 7 Mindsets relying on such misrepresentation in removing or disabling access to the material or activity claimed to be infringing.

7. Trademarks

"7 Mindsets," "Mindset Academy," the 7 Mindsets logo, and any other 7 Mindsets or third party product or service name or slogan contained in the Service are trademarks of 7 Mindsets and/or its licensors, and may not be copied, imitated, or used, in whole or in part, without the prior written permission of 7 Mindsets or the applicable trademark holder. You may not use any metatags or any other "hidden text" utilizing "7 Mindsets" or any other name, trademark, or product or service name of 7 Mindsets without 7 Mindsets' prior written permission. In addition, the look and feel of the Service, including all page headers, custom graphics, button icons and scripts, is the service mark, trademark, or trade dress of 7 Mindsets and may not be copied, imitated, or used, in whole or in part, without 7 Mindsets' prior written permission. All other trademarks, registered trademarks, product names, and names or logos mentioned in the Service are the property of their respective owners. Reference to any products, services, processes, or other information, by trade name, trademark, manufacturer, supplier, or otherwise does not constitute or imply endorsement, sponsorship, or recommendation by 7 Mindsets.

8. Hyperlinks

You are granted a limited, non-exclusive right to create a text hyperlink to the home page of the Service for noncommercial purposes, provided that (a) such link does not portray 7 Mindsets in a false, misleading, derogatory, or

otherwise defamatory manner, and (b) the linking site does not contain any obscene, pornographic, sexually explicit, or illegal material or any material that is offensive, harassing, or otherwise objectionable. This limited right may be revoked at any time. You may not use any 7 Mindsets logos or other proprietary graphics of 7 Mindsets to link to the Service without 7 Mindsets' express written permission. You may not, without 7 Mindsets' express written permission, use, frame, or utilize framing techniques to enclose 7 Mindsets' trademark, logo, or other proprietary information, including the images found in the Service, the content of any text, or the layout or design of any page or form contained on a page of the Service. 7 Mindsets makes no claim or representation regarding, and accepts no responsibility for, the quality, content, nature, or reliability of any third-party websites accessible via hyperlink or linking to the Service. These websites are not under the control of 7 Mindsets, and 7 Mindsets is not responsible for any embedded content or the contents of these websites, or any changes or updates to these websites. 7 Mindsets and its users may provide these links to you as a convenience, and the inclusion of any link does not imply any affiliation, endorsement, or adoption by 7 Mindsets of any site or any information contained therein. When you visit other websites via links or embedded content, you should understand that these Terms no longer govern and that the terms and policies of those third-party websites will now apply. You should review the applicable terms and policies, including privacy and data gathering practices, of any website to which you navigate from the Services.

9. The Service

7 Mindsets will use commercially reasonable efforts to maintain the Services in good working order and reasonable functionality. 7 Mindsets has no obligation to upgrade or update the Services or add additional features or functions.

10. Third Party Products and Services

7 Mindsets may provide information about or links to third-party products or services. 7 Mindsets does not control, endorse, or adopt any third-party information in the Service and makes no representation or warranties of any kind regarding third-party information in the Service, including, without limitation, regarding its accuracy or completeness. Your business dealings or correspondence with, or participation in promotions of, such third parties, and any terms, conditions, warranties, or representations associated with these dealings, correspondence, or promotions, are solely between you and such third party. 7 Mindsets is not responsible or liable for any loss or damage of any sort incurred as the result of any such dealings, correspondence, or promotions, or any third-party information in the Service. You may "opt out" of receiving marketing or promotional communications from us by following the directions in the communications. If you opt out, we may still send you non-promotional communications, such as those about your account or our ongoing business relations.

11. No Unlawful or Prohibited Use

As a condition of your use of the Service, you warrant to 7 Mindsets that you will not use the Service for any purpose that is unlawful or prohibited by these Terms, any notices, policies, or guidelines contained within the Service, or any other agreement you may have with 7 Mindsets. You may not use the Service in any manner that could damage, disable, overburden, or impair the functioning of the Service or could interfere with, disrupt, negatively affect, or inhibit any other party's use and enjoyment of the Service. You may not obtain, or attempt to obtain, any materials or information through any means not intentionally made available or provided for through the Service.

12. Permitted Use of the Services and User Content

The Services may contain interactive areas or services ("Interactive Areas"), such as discussion forums, blogs, private messages, emails, or other interactive features or areas in which you or other users can create, post, transmit, or store content, including, without limitation, text, music, sound, photos, images, video, graphics, code, and other items or materials (collectively, "User Content"). User Content posted on Interactive Areas may be publicly viewable to others. You are solely responsible for your User Content and for your use of Interactive Areas, which you use at your own risk. You will use Interactive Areas only to post, send, and receive messages and material that are proper and related to the Interactive Areas. You will not post, upload to, transmit, distribute, store, create, or otherwise publish through the Services any of the following:

- User Content that would constitute, encourage, or provide instructions for a criminal offense, violate the legal rights of any party, or otherwise create liability, or violate any local, state, national, or international law;

- User Content that is unlawful, libelous, indecent, inappropriate, profane, defamatory, infringing, obscene, pornographic, indecent, lewd, suggestive, harassing, threatening, invasive of privacy or publicity rights, abusive, inflammatory, fraudulent, harmful to minors, or otherwise objectionable;
- User Content that may infringe any patent, trademark, trade secret, copyright, or other intellectual or proprietary right of any party;
- User Content that impersonates any person or entity or otherwise misrepresents your affiliation with a person or entity;
- Files that contain software or other material protected by intellectual property laws (or by rights of privacy of publicity) unless you own or control the rights thereto or have received all necessary permissions, licenses and consents;
- Viruses, corrupted files, or other harmful, disruptive, or destructive files;
- Unsolicited promotions, political campaigning, advertising, or solicitations, unless the applicable Interactive Areas specifically allow such messages;
- Private information of any third party, including, without limitation, addresses, phone numbers, email addresses, Social Security numbers, and payment card information; or
- User Content that, in the sole judgment of 7 Mindsets, is objectionable or restricts or inhibits any other person from using or enjoying the Service, or may expose 7 Mindsets or 7 Mindsets' users to any harm or liability.

If You provide 7 Mindsets any suggestions or comments regarding improvements or enhancements to the Services ("Feedback"). You hereby agree that by providing Feedback You are providing 7 Mindsets with a royalty-free, fully paid-up, worldwide, transferrable, sublicensable, irrevocable, perpetual license to copy, distribute, transmit, display, perform and create derivative works from the Feedback, in whole or in part, and to use the Feedback in any manner whatsoever. 7 Mindsets has no obligation to incorporate or use Feedback in any manner whatsoever.

12. User Conduct

You are solely responsible for your conduct while accessing or using the Service and you will not violate any law, contract, intellectual property right, or other third-party right, or commit any tort in connection with your access to or use of the Service.

You will abide by these Terms and will not do any of the following relating to the Service or its users:

- Send any unsolicited or unauthorized advertising, solicitations, promotional materials, spam, junk mail, surveys, contests, pyramid schemes, or chain letters;
- Download any file posted by another user of the Service that you know, or reasonably should know, cannot be legally distributed in such manner;
- Falsify or delete any author attributions, legal or other proper notices, or proprietary designations or labels of the origin or source of software or other material contained in a file that is uploaded;
- Restrict or inhibit any other user from using and enjoying any Interactive Areas;
- Engage in any harassing, intimidating, predatory, or stalking conduct;
- Use or attempt to use any account you are not authorized to use;
- Harvest or otherwise collect information about others, including usernames, e-mail addresses, or other contact information, without their consent or for sending spam or other commercial messages;
- Use any robot, spider, crawler, scraper, or other automated means or interface not provided by 7 Mindsets to access the Service or to extract data;
- Attempt to circumvent any content filtering techniques 7 Mindsets employs, or attempt to access any service or area of the Service that you are not authorized to access;
- Reverse engineer any aspect of the Service or do anything that might discover source code or bypass or circumvent measures employed to prevent or limit access to any area, content or code of the Service (except as otherwise expressly permitted by law);
- Attempt to indicate in any manner that you have a relationship with 7 Mindsets or that 7 Mindsets has endorsed you or any products or services for any purpose;
- Develop any third-party applications that interact with the Service without 7 Mindsets' prior written permission; or
- Use the Service for any illegal or unauthorized purpose or engage in, encourage, or promote any activity that violates these Terms.

7 Mindsets takes no responsibility and assumes no liability for (a) any User Content posted, stored, or uploaded by you or any third party; (b) any associated loss or damage; (c) any user conduct; (d) any mistakes, defamation, slander, libel, omissions, falsehoods, obscenity, pornography, or profanity you may encounter; or (e) the manner in which you use or fail to use the Service. Your use of Interactive Areas is at your own risk. These Terms do not create any private right of action on the part of any third party or any reasonable expectation that the Service will not contain any content that is prohibited by such rules. As a provider of interactive services, 7 Mindsets is not liable for any statements, representations, or User Content provided by its users in any public forum, personal home page, or other Interactive Areas. Although 7 Mindsets has no obligation to screen, edit, or monitor any of the Content posted in any Interactive Areas, 7 Mindsets reserves the right, and has absolute discretion, to remove, screen, or edit any User Content posted or stored through the Service at any time and for any reason without notice, and you are solely responsible for creating backup copies of and replacing any User Content you post or store through the Services at your sole cost and expense. Any use of the Interactive Areas or other parts of the Services in violation of the foregoing violates these Terms and may result in, among other things, termination, or suspension of your rights to use the Services.

13. Rights in User Content

By submitting or posting User Content to the Services, you hereby grant 7 Mindsets a nonexclusive, royalty-free, perpetual, irrevocable, and fully sublicensable right and license to use, host, broadcast reproduce, modify, adapt, publish, translate, create derivative works from, incorporate into other works, distribute, perform, and display such User Content throughout the world in any media on or in connection with the Services and the promotion of the Services or 7 Mindsets' products and services, including, without limitation, the right to use your name, likeness, voice, or identity. You grant 7 Mindsets and its sublicensees the right to use the name, location, and other information that you submit in connection with such User Content. The use of your or other users' name, likeness, voice, or identity in connection with various features relating to the Services does not imply any endorsement of such feature or of the Service unless explicitly stated otherwise. You represent and warrant that (a) the User Content is not confidential; (b) you own and control all the rights to the User Content that you post, or otherwise have the right to post such User Content to the Services; (c) the User Content is accurate and not misleading or harmful in any manner; and (d) the use and posting of the User Content does not violate these Terms and will not violate any rights of or cause injury to any person or entity.

14. Submissions

You can submit questions, comments, feedback, suggestions, ideas, plans, notes, drawings, original, or creative materials or other information about 7 Mindsets, the Service, or 7 Mindsets' products or services (collectively, "Submissions"). Submissions, whether posted to the Service or provided to 7 Mindsets by email or otherwise, are nonconfidential and shall become the sole property of 7 Mindsets. 7 Mindsets shall own exclusive rights, including all intellectual property rights, and shall be entitled to the unrestricted use and dissemination of Submissions for any purpose, commercial or otherwise, without acknowledgment or compensation to you.

15. Warranty Disclaimer

EXCEPT AS EXPRESSLY PROVIDED TO THE CONTRARY IN WRITING BY 7 MINDSETS, THE SERVICE AND 7 MINDSETS MATERIALS ARE PROVIDED "AS IS," WITHOUT WARRANTY OR CONDITION OF ANY KIND. 7 MINDSETS HEREBY DISCLAIMS ALL WARRANTIES AND CONDITIONS, EXPRESS OR IMPLIED, REGARDING THE SERVICE AND THE 7 MINDSETS MATERIALS, INCLUDING, WITHOUT LIMITATION, IMPLIED WARRANTIES OF MERCHANTABILITY, FITNESS FOR A PARTICULAR PURPOSE, TITLE, AND NON-INFRINGEMENT. EXCEPT AS EXPRESSLY PROVIDED TO THE CONTRARY IN A WRITING BY 7 MINDSETS, 7 MINDSETS DOES NOT REPRESENT OR WARRANT THAT THE SERVICE OR ANY CONTENT CONTAINED THEREIN IS ACCURATE, COMPLETE, RELIABLE, CURRENT, ERROR-FREE, OR FREE OF VIRUSES OR OTHER HARMFUL COMPONENTS. IT IS YOUR RESPONSIBILITY TO USE INDUSTRY-RECOGNIZED SOFTWARE TO DETECT AND DISINFECT VIRUSES FROM ANY DOWNLOAD.

16. Limitation of Liability

TO THE MAXIMUM EXTENT PERMITTED BY APPLICABLE LAW, IN NO EVENT SHALL 7 MINDSETS OR ITS RESPECTIVE DIRECTORS, OFFICERS, EMPLOYEES, AND AGENTS (COLLECTIVELY, THE "7 MINDSETS PARTIES") BE LIABLE FOR ANY DIRECT, INDIRECT, PUNITIVE, INCIDENTAL, SPECIAL, OR CONSEQUENTIAL DAMAGES OR ANY OTHER DAMAGES WHATSOEVER (INCLUDING, WITHOUT

LIMITATION, DAMAGES FOR LOSS OF USE, DATA, OR PROFITS) ARISING OUT OF OR IN ANY WAY CONNECTED WITH THE USE OR PERFORMANCE OF THE SERVICES, WITH THE DELAY OR INABILITY TO USE THE SERVICES OR RELATED SERVICES OR THE CONTENT CONTAINED THEREIN, INCLUDING, WITHOUT LIMITATION, ANY DAMAGES CAUSED BY OR RESULTING FROM RELIANCE ON ANY INFORMATION OBTAINED FROM 7 MINDSETS OR FROM MISTAKES, OMISSIONS, INTERRUPTIONS, DELETION OF INFORMATION, ERRORS, DEFECTS, VIRUSES, DELAYS IN OPERATION OR TRANSMISSION. OR ANY FAILURE OF PERFORMANCE, WHETHER OR NOT RESULTING FROM ACTS OF GOD, COMMUNICATIONS FAILURE, THEFT, DESTRUCTION OR UNAUTHORIZED ACCESS TO THE SERVICES OR 7 MINDSETS' RECORDS, YOUR USE OF THE SERVICE, OR USE OF THE SERVICE IN A MANNER THAT VIOLATES ANY APPLICABLE LAW OR REGULATION, USE OR FAILURE TO USE ASSESSMENTS THAT ARE PART OF THE SERVICE OR THE CONSEQUENCES THEREOF, OR FOR CUSTOMER'S FAILURE TO IMPLEMENT, ACCESS OR USE CERTAIN FEATURES OF THE SERVICE, WHETHER BASED ON CONTRACT, TORT, NEGLIGENCE, STRICT LIABILITY, OR OTHERWISE, EVEN IF ANY OF THE 7 MINDSETS PARTIES HAVE BEEN ADVISED OF THE POSSIBILITY OF DAMAGES. BECAUSE SOME STATES OR JURISDICTIONS DO NOT ALLOW THE EXCLUSION OR LIMITATION OF LIABILITY FOR CONSEQUENTIAL OR INCIDENTAL DAMAGES, SOME OR ALL OF THE ABOVE LIMITATIONS OF LIABILITY MAY NOT APPLY TO YOU. IF YOU ARE DISSATISFIED WITH ANY PART OF THE SERVICES, OR WITH ANY OF THESE TERMS, YOUR SOLE AND EXCLUSIVE REMEDY IS TO DISCONTINUE USING THE SERVICE.

17. Indemnification

You will defend, indemnify, and hold harmless the 7 Mindsets Parties from and against any third-party claims, damages of any kind, costs, liabilities, and expenses (including, without limitation, reasonable attorneys' fees) arising out of or related to (a) your use of the Service, (b) your conduct relating to the Service, (c) any User Content or Submissions you provide, (d) your use of the Interactive Areas, (e) your violation of these Terms or any applicable laws, and (f) your violation of the rights of another.

18. Termination; Modification to the Services

7 Mindsets reserves the right, without notice and in its sole discretion, to terminate your license to use the Service and to block or prevent your future access to and use of the Service. 7 Mindsets reserves the right to modify or discontinue, temporarily or permanently, the Service, or any features or parts thereof, without prior notice, and disclaims all liability for any modification, suspension, or discontinuance of the Services, or any part thereof. Upon termination of the Service for any reason, the license granted under Clause 4 of this Agreement also terminates including all use of the 7 Mindset Materials.

19. Governing Law and Venue

To the maximum extent permitted by law, these Terms are governed by, and will construed in accordance with and enforced by, the laws of the State of Georgia, U.S.A., without regard for its choice of law provisions. You hereby consent to the exclusive jurisdiction and venue of courts in Fulton County, Georgia, U.S.A. in all disputes arising out of or relating to the use of the Service. Use of the Service is unauthorized in any jurisdiction that does not give effect to all provisions of these Terms (including this paragraph).

20. No Waiver

Enforcement of these Terms is solely at 7 Mindsets discretion, and failure to enforce any part of these Terms in some instances does not constitute a waiver of 7 Mindsets' right to enforce the same or other part of these Terms in other instances.

21. Severability

If any part of these Terms is determined to be invalid or unenforceable pursuant to applicable law, including, without limitation, the warranty disclaimers and liability limitations set forth above, then the invalid or unenforceable provision will be deemed superseded by a valid, enforceable provision that most closely matches the intent of the original provision and the remainder of the agreement shall continue in effect.

22. Questions or Comments

Questions or comments about the Service may be directed to 7 Mindsets at info@7mindsets.com or by mail at:

7 Mindsets, LLC
60 King Street
Roswell, Georgia 30075