

Terms and Conditions



Monthly Subscriptions and Payment Plans

1. **Defined Terms.**

- 1.1. “**Contract**” means the contractual agreement between Member and MWPE for the Term, comprised of these Terms and Conditions and MWPE’s website terms of use.
- 1.2. “**Contract Term**” means (a) the initial 12-month period from the date when Member subscribes to the Specified Service and submits the MWPE membership form to join the advertised subscription, as such term may be renewed from time to time; or, (b) with respect to Payment Plans, the length of time encompassed by the payment period as advertised (e.g., 4 months).
- 1.3. “**Member**” means the person or legal entity named on the MWPE monthly subscription or Payment Plan form, for whom MWPE has agreed to provide services to in accordance with these Terms and Conditions.
- 1.4. “**Membership**” or “**Payment Plan**” means the period of time for which a Member contracts with MWPE.
- 1.5. “**Monthly Payments**” means the payments due to MWPE at monthly intervals, in advance, throughout the Contract Term, as set out in the literature provided with these Terms and Conditions, and continuing until these Terms and Conditions are terminated by either party in accordance with these Terms and Conditions.
- 1.6. “**MWPE**” means Mind Works Professional Education, Inc., a Missouri corporation d/b/a Online CE Credits. MWPE’s principal address is 4049 Pennsylvania Avenue, Suite 203, PMB1152, Kansas City, Missouri 64111.
- 1.7. “**Specified Service**” means the service provided by MWPE as set out in the literature provided with these Terms and Conditions, subject to Section 3 below.

2. **Agreement to these Terms.** By signing up for a monthly subscription plan or Payment Plan and checking the Terms and Conditions box, Member confirms that it has read and agrees to be bound these Terms and Conditions.

3. **Supply of the Specified Service.**

- 3.1 MWPE shall provide the Specified Service to Member subject to these Terms and Conditions.
- 3.2 MWPE will make a good faith effort to provide the Specified Service within the advertised times.
- 3.3 MWPE may at any time without notifying Member make any changes to the Specified Service that are necessary or reasonably appropriate to comply with any

safety or other statutory requirements and/or that do not materially affect the nature of the Specified Service.

3.4 MWPE will notify Member in advance and in writing of any other changes or additions to the Specified Service or to these Terms and Conditions.

4. Term and Termination. The term of this Contract (the “Term”) is either (a) the initial 12-month period beginning on the date when Member subscribes to the Specified Service and submits the MWPE membership form to join the advertised subscription, as such term may be renewed from time to time; or, (b) with respect to Payment Plans, the length of time encompassed by the payment period as advertised (e.g., 4 months), as applicable; unless terminated earlier as provided in this Contract. MWPE may also terminate this Contract by written notice to Member if Member fails to perform in any material respect any of its obligations under this Contract and such breach has not been cured within 20 days after receipt of written notice of such breach from MWPE. MWPE’s remedies for any breach by Member of its representations, warranties or obligations under this Contract will be cumulative and not exclusive of any other rights or remedies available at law or in equity.

5. Contract Term and Payments

5.1 A monthly subscription membership with MWPE is for an initial Contract Term of 12 months from the date of signing the application (a “Monthly Membership Subscription”). Member will make 12 Monthly Payments via the website's internal subscription platform. A Monthly Payment Plan is for the specified period of months advertised to complete full payment for advertised program access (a “u”). MWPE will produce invoices to reflect the payments due for the Contract Term.

5.2 Following the expiration of the Contract Term for a Monthly Subscription Membership, Membership and payments will cease unless or until Member re-applies for another 12-month Membership. Access to Member's course materials and completion certificates are maintained through a continued active subscription in good standing. Following the final payment of a designated Payment Plan to fulfill payment for access to an advertised program payments will cease and access to program materials will remain until the program courses are fully retired.

5.3 All charges quoted to Member will be kept at the prevailing rate for the Contract Term and must be paid without deduction or set-off.

5.4 If Monthly Payments are more than 7 days late or remain unpaid at any point during the Contract Term, Member will incur interest on the delinquent amounts at a rate of 10% per day (but not exceeding limitations under applicable law) and MWPE may suspend the Specified Service.

5.5 If overdue Monthly Payments are not received within 60 days of when they were due, MWPE may commence debt collection proceedings. Member will bear all collection fees and related expenses that MWPE incurs.

6. Warranties and Liability

6.1 MWPE warrants to Member it will provide the Specified Service using reasonable care and skill; provided, however, that MWPE does not give any (and disclaims any)

warranty, guarantee or indemnity with respect to any agent or third party (such as speakers or trainers) that MWPE utilizes to provide the Specified Service.

- 6.2** Except in cases of death or personal injury caused by MWPE's gross negligence, MWPE shall not be liable to Member by reason of any loss of profit or any indirect, special or consequential loss, damage costs, expenses or other claims (whether caused by the gross negligence of MWPE or its agents or otherwise) that arise out of or are in connection with the provision of the Specified Service; and the entire liability of MWPE under or in connection with the Specified Service shall not exceed the amount paid to MWPE by Member for the Specified Service. This warranty is in lieu of all other terms, conditions and warranties, expressed or implied (and MWPE disclaims all implied warranties), statutory or otherwise, and all other liabilities whatsoever and howsoever arising.
- 6.3** MWPE shall not be liable to Member or be deemed to be in breach of these Terms and Conditions by reason of any delay in performing, or any failure to perform, any of MWPE's obligations in relation to the Specified Service, if and to the extent the delay or failure is due to any cause beyond MWPE's reasonable control. Time shall not be of the essence.

7. Termination of Membership

- 7.1** Member may terminate these Terms and Conditions by providing one month's written notice to MWPE. If notice is given during the Contract Term, Member remains liable for the Monthly Payments for the remaining period of the Contract Term if benefits of service have been received. Early termination may be granted for a flat \$150 fee if Member has not yet received benefits of service AND has not been billed for more than two consecutive billing periods.
- 7.2** Upon termination of this Contract for whatever reason all sums owed by Member to MWPE shall become due and payable by Member with immediate effect.
- 7.3** For the avoidance of doubt, if Member breaches any of these Terms and Conditions, the Membership Subscriptions and Payment Plan Guarantee (Section 9) becomes null and void.

8. Insolvency of Member

- 8.1** This Section 8 applies in the following circumstances:
- 8.1.1** Member makes a voluntary arrangement with its creditors or (being an individual or firm) becomes bankrupt or (being a company) becomes subject to an administration order or goes into liquidation (otherwise than for the purposes of amalgamation or reconstruction); or
 - 8.1.2** An encumbrance takes possession, or a receiver is appointed, of any of the property or assets of Member; or
 - 8.1.3** Member ceases, or threatens to cease, to carry on business; or

- 8.1.4** MWPE reasonably believes that any of the above events is about to happen and notifies Member accordingly.
- 8.2** Either party may at any time terminate the Contract by immediate written notice if the other commits any material breach of these Terms and Conditions or goes into liquidation, becomes bankrupt, makes a voluntary arrangement with its creditors or has a receiver or administrator appointed.
- 8.3** Without limiting any other right or remedy available to MWPE, MWPE may cancel the Contract or suspend Membership, including access to its website and, if Monthly Payments are still due, they will become immediately payable notwithstanding any previous agreement.

9. Membership Subscriptions and Payment Plan Guarantee

- 9.1** 'Expectations of Membership' or benefits of 'Payment Plan' must have been set forth and agreed upon, outlining the many opportunities Membership or access to a program Payment Plan offers at the time of joining.
- 9.2** Member must not have committed any breaches of these Terms and Conditions or of the Membership/Payment Plan.

10. General

- 10.1** No failure or delay by either party in exercising any of its rights under these Terms and Conditions shall be deemed to be a waiver of that right, and no waiver by either party of any breach of these Terms by the other will be considered as a waiver of any subsequent breach of the same or any other provision.
- 10.2** If any provision of these Terms is held by any court or other competent authority to be invalid or unenforceable in whole or in part, the validity of the other provisions of these Terms and the remainder of the provision in question will not be affected.
- 10.3** Membership and Payment Plan program access on the MWPE web-based learning platform is at the sole discretion of MWPE and MWPE reserves the right to refuse Membership or program access.
- 10.4** MWPE collects, stores or retains contact details of Member, as entered on the membership/program sign-up form. MWPE does not hold any other personal information about Member, nor any bank account details. MWPE will not share or sell Member information to third parties, except as required to perform Specified Service, without express consent from Member.
- 10.5** If a Member completes registration for a live event using an in-person Member ticket option and Member does not cancel within the required cancellation period and/or if Member fails to sign in at the physical location of the event, Member may be automatically charged the standard general admission price advertised to non-members.
- 10.6** MWPE reserves the right to limit the availability of in-person ticket registrations to cover physical costs of event space bookings.

- 10.7** Limitation of Liability. IN NO EVENT WILL EITHER PARTY BE LIABLE FOR ANY INDIRECT, SPECIAL, INCIDENTAL OR CONSEQUENTIAL DAMAGES IN CONNECTION WITH OR ARISING OUT OF THIS AGREEMENT, INCLUDING LOSS OF PROFITS, USE, DATA OR OTHER ECONOMIC ADVANTAGE, EVEN IF THAT PARTY HAS BEEN PREVIOUSLY ADVISED OF THE POSSIBILITY OF SUCH DAMAGES.
- 10.8** Entire Agreement; Binding Effect; Severability; Amendment. This Contract constitutes the full and entire understanding and agreement between the parties concerning the subject matter set forth in this Contract, and will not be varied by any alleged or actual oral statements or parole evidence whatsoever. The provisions of this Contract bind and inure to the benefit of the parties and their respective successors and assigns, except as otherwise expressly provided in this Contract. Whenever possible, each provision of this Contract will be interpreted to be effective and valid under applicable law. If a court of competent jurisdiction holds any provision to be prohibited by or invalid under applicable law, the provision will be ineffective only to the extent of the prohibition or invalidity, without affecting the rest of this Contract. But the parties do not intend this severability if it would materially change the economic benefits of this Contract to any party. This Contract may not be amended without the prior written consent of all parties.
- 10.9** Descriptive Headings; Interpretation; Counterparts. The descriptive headings of this Contract exist for convenience only and do not constitute a substantive part of this Contract. The use of the word “including” in this Contract means by way of example rather than by limitation. The parties have participated jointly in the negotiation and drafting of this Contract. If any ambiguity or question of intent or interpretation arises, the parties intend that (i) this Contract be construed as if they had jointly drafted it, and (ii) no presumption or burden of proof arise favoring or disfavoring any party by virtue of its role in drafting any provision of this Contract. The parties may execute this Contract in counterpart or duplicate copy and by facsimile signature, and any signed counterpart, duplicate or facsimile copy is equivalent to a signed original for all purposes.
- 10.10** Governing Law. All issues and questions concerning the construction, validity, enforcement and interpretation of this Contract will be governed by and construed exclusively under the law of Missouri, United States, without giving effect to any choice of law or conflict of law rules or provisions (whether of Missouri or any other jurisdiction) that would cause the application of the laws of any jurisdiction other than Missouri.
- 10.11** Arbitration. Any dispute, controversy, or claim arising out of or relating to this Contract, or the breach, termination, or invalidity thereof, shall be settled by arbitration administered by the American Arbitration Association in accordance with its Commercial Arbitration Rules, and judgment on the award rendered by the arbitrator(s) may be entered in any court having jurisdiction thereof. The place of arbitration shall be a mutually agreed upon location within the state of Missouri, United States. The arbitration shall be governed by the laws of the state of Missouri, without giving effect to any choice of law or conflict of law rules or provisions. The parties agree that any arbitration shall be conducted on an individual basis and not in a class, consolidated, or representative action. The arbitrator shall have the authority

to award any remedy or relief that a court of the state of Missouri could order or grant within the scope of this agreement.

- 10.12** Notices. All communications to be given or delivered under or by reason of this Contract must be in writing and will be deemed to have been given when (i) delivered personally to the recipient, (ii) sent to the recipient by reputable overnight courier service (charges prepaid), or (iii) mailed to the recipient by certified or registered mail, return receipt requested and postage prepaid. All communications sent to MWPE are to be sent to the registered address; all communications to Member will be sent to the address on the application form, or the email provided on the form, unless MWPE is otherwise informed in writing.
- 10.13** Waivers; Delays or Omissions. Except as expressly provided in this Contract, (i) no delay or omission to exercise any right, power or remedy accruing to any party upon any breach or default of any other party (A) will impair the non-defaulting party's rights, powers or remedies, or (B) constitute a waiver of, or acquiescence in, the breach or default or any subsequent similar breach or default, and no waiver of any breach or default will constitute a waiver of any previous or subsequent similar breach or default; (ii) any party's waiver, permit, consent or approval concerning any breach, default, provision or condition of or under this Contract must be in writing and will be effective only to the extent specifically set forth in the writing; and (iii) all remedies, whether under this Contract, applicable law or otherwise, will be cumulative and not alternative.
- 10.14** Enforcement Costs. The prevailing party will be entitled to recover from the opposing party its expenses (including attorneys' fees and costs) incurred in connection with any claim, action or lawsuit brought to enforce this Contract.

APPENDIX

MWPE commits to provide the following (to individuals or institutions) under the specified plan names, below (the “**Specified Service**”):

- "Everything Plan" Members will have access to all courses and live webinar registrations hosted on the Online CE Credits/MWPE web-based learning platform. Digital or durable products sold on the “products page” must be purchased individually and are not included with monthly Subscription Member benefits.