

# SeedCrest, Inc. Terms and Conditions of Use

Last Modified: April 1, 2025

These Terms of Use are an Agreement ("Agreement") between SeedCrest, Inc. ("SeedCrest") and the individual who is viewing or accepting this online Agreement ("End User," "You," or "Your"). SeedCrest is a global education and training company proudly based in New Mexico and owned by a Woman, Native, Latina, and LGBTQIA entrepreneur.

Before accessing the SeedCrest Learning Management System ("LMS-SeedCrest"), which contains SeedCrest content and third-party content, You must agree to these Terms and Conditions.

BY CLICKING THE BOX, ENROLLING IN A COURSE, OR ACCESSING LMS-SEEDCREST, YOU ACKNOWLEDGE THAT YOU HAVE READ THIS AGREEMENT, UNDERSTAND IT, AND AGREE TO BE LEGALLY BOUND BY IT. IF YOU DO NOT AGREE TO THESE TERMS, YOU MAY NOT ACCESS OR USE ANY SEEDCREST COURSES. SEEDCREST'S ACCEPTANCE IS EXPRESSLY CONDITIONED UPON YOUR ASSENT TO ALL THE TERMS OF THIS AGREEMENT.

If you are accepting this Agreement on behalf of a company, organization, government, or other legal entity, You represent and warrant that (i) You are authorized to do so, and (ii) the entity agrees to be legally bound by this Agreement.

The SeedCrest Courses and website are available only to persons who are the age of majority and can form legally binding contracts under applicable law. The courses are not intended for individuals under 18.

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## 1. License

SeedCrest grants You a limited, personal, time-limited, non-exclusive, non-transferable, non-sub-licensable, and revocable license to access and use the SeedCrest Courses purchased by You solely for personal or internal business use via LMS-SeedCrest.

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## 2. Restrictions

You agree not to:

- Share, transfer, or sublicense your access;
  - Reverse engineer, copy, or distribute any portion of LMS-SeedCrest or Course content;
  - Use your login credentials for others;
  - Download SeedCrest Courses onto local servers or devices;
  - Use SeedCrest Courses in violation of any laws or third-party rights.
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### **3. Ownership**

All intellectual property, including copyrights, trademarks, and proprietary content in LMS-SeedCrest and the Courses, are owned by SeedCrest or its licensors. Your rights are limited to the license granted.

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### **4. Payment Terms and Conditions**

- You are purchasing access to digital courses, background checks, and other assets prepaid by SeedCrest, Inc.
  - All sales are final once the course, service, or background check has been accessed, used, or completed.
  - If you choose an Equity Payment Plan, you are responsible for paying the full balance per plan terms, regardless of employer reimbursement.
  - Some services are provided by third parties (e.g., Checkr for background checks, 360 Training for ANSI Food Handler). Pass-through fees are included in the overall cost.
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### **5. Refund Policy**

- Refunds are available only if courses or services have not been accessed or used.

- Refund requests must follow the procedures listed at [seedcrest.io](https://seedcrest.io) and may take up to 30 days.
  - Contact: [info@seedcrest.io](mailto:info@seedcrest.io)
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## 6. Opt-Out & Cancellation

- You may opt out of a recurring payment plan by paying your balance in full.
  - Cancellation after access or completion of any service may result in collection actions.
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## 7. Program Benefits and Acknowledgments

- Enrollment does not guarantee employment.
  - SeedCrest offers value-added services like job coaching, resume support, and interview prep at no extra cost.
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## 8. Termination

Your license may be terminated immediately upon course expiration, completion, or violation of these Terms. SeedCrest may modify or discontinue any course or offering without notice.

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## 9. Content & Updates

SeedCrest makes no guarantee of course updates. Course content is provided for reference only and is not a substitute for professional judgment or legal compliance.

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## 10. Warranty Disclaimer

Courses are provided "AS IS." SeedCrest disclaims all warranties—express, implied, statutory—including merchantability and fitness for a particular purpose. Use at your own risk.

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## 11. Limitation of Liability

To the extent permitted by law:

- SeedCrest will not be liable for indirect or consequential damages.
  - Maximum liability will not exceed the amount you paid for the Course from which the claim arises.
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## 12. U.S. Government End Users

SeedCrest Courses and Credentials are “commercial items” per applicable FAR and DFARS regulations and are provided with only the rights outlined in this Agreement.

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## 13. Export Compliance

You agree to comply with all U.S. export laws and not transfer or access LMS-SeedCrest from embargoed countries or restricted entities.

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## 14. General Terms

- Governing Law: State of New Mexico, USA.
- Privacy Policy: Incorporated and viewable at [seedcrest.io/policies](https://seedcrest.io/policies).
- No Waiver: Any waiver must be in writing and signed.
- Severability: If a clause is unenforceable, the rest remain valid.
- Entire Agreement: This is the entire contract between You and SeedCrest.

- No Employment or Agency Relationship Created.
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## **15. Grievance Procedure**

If dissatisfied, you may escalate concerns via:

1. Customer Service
  2. Manager, Customer Service
  3. Director, Customer Experience
- Contact: [info@seedcrest.io](mailto:info@seedcrest.io)
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## **16. Modifications**

SeedCrest may revise this Agreement at any time by posting an updated version on its website or notifying You via email. Continued access or use of LMS-SeedCrest constitutes agreement to updated terms.

## **17. Refreshers and Renewals**

SeedCrest offers annual refreshers and three-year renewals on all courses and credentials. Reminders emails are prompted to the Your email address associated with Your profile. Expiration dates designate dates of validity and renewal requirements. If a certificate is expired a refresher or renewal is required to maintain the credential through SeedCrest.

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## **18. Acceptance of Terms**

By checking the box, You confirm that:

1. You are of sound mind and voluntarily agreeing to these terms;
2. You acknowledge responsibility for all associated fees and balances;

3. You understand SeedCrest, Inc. may take legal or financial action to recover unpaid balances if terms are not met.

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## Terms & Conditions of Use (360 SAMPLE)

Date Last Modified: May 15, 2024

These Terms of Use are an Agreement ("Agreement") between SeedCrest, Inc. ("SeedCrest") and the individual who is viewing this online Agreement ("End User", "You", or "Your"). Before accessing the SeedCrest online learning management system ("LMS-SeedCrest"), which contains SeedCrest content and content supplied to SeedCrest by third parties, along with associated documentation, media, and online or electronic documentation, and other content and updates (collectively, the "SeedCrest Courses"), You must agree to the terms and conditions of this Agreement.

BY ACCESSING THE SeedCrest COURSES, YOU ACKNOWLEDGE THAT YOU HAVE READ THIS AGREEMENT, UNDERSTAND IT, AND AGREE TO BE BOUND BY IT. IF YOU DO NOT AGREE TO THIS AGREEMENT OR ANY OF ITS TERMS, THEN YOU WILL NOT HAVE ANY LICENSE TO ANY SeedCrest COURSES. SeedCrest'S ACCEPTANCE IS EXPRESSLY CONDITIONED UPON YOUR ASSENT TO ALL THE TERMS OF THIS AGREEMENT; IF THESE TERMS ARE CONSIDERED AN OFFER BY SeedCrest, THEN ACCEPTANCE IS LIMITED TO THESE TERMS. THIS IS A LEGAL AGREEMENT BETWEEN YOU AND SeedCrest.

If You are accepting this Agreement on behalf of a company, organization, government or other legal entity, you represent and warrant that (i) You are authorized to do so, and (ii) the entity agrees to be legally bound by this Agreement.

The SeedCrest Courses and website are available only to persons who are the age of majority and can form legally binding contracts under applicable law. Without limiting the foregoing, the SeedCrest Courses and website are not intended to be used by individuals under the age of 18. If You do not qualify, please do not use or access the SeedCrest Courses or website.

1. LICENSE. Subject to the terms and conditions of this Agreement, SeedCrest grants You, subject to SeedCrest's receipt of all appropriate license fees, a personal, restricted, time-limited, non-exclusive, non-transferable, non-sub-licensable, revocable license to access and use the SeedCrest Courses purchased by You solely Your personal or internal business purposes and solely from the LMSSeedCrest (the "License").

### 2. RESTRICTIONS.

2.1 The License granted hereunder is personal to You. You may not transfer any of the rights granted to You under this Agreement, nor may You permit third parties, including but not limited to Your subsidiaries and affiliates, to benefit from the use or functionality of the SeedCrest Courses. Any attempt by You to transfer any of the rights, duties or obligations hereunder is void

and will be deemed a breach of this Agreement. The SeedCrest Courses are licensed as a single product; they may not be shared or used by multiple users. A SeedCrest Course may not be assigned to another person once You have enrolled in a SeedCrest Course. Libraries and bundles of SeedCrest Courses are available for a single user only and may not be separated or used by multiple users.

2.2 You may not directly or indirectly through a third party, nor authorize any third party to, do any of the following: (i) use, copy, print, modify, adapt, create derivative works of, market, deliver, rent, lease, sublicense, make, have made, assign, pledge, transfer, sell, offer to sell, import, distribute, publicly perform, publicly display, or otherwise grant rights to the SeedCrest Courses, or any copy thereof, in whole or in part, except as expressly provided in this Agreement; (ii) reverse engineer, disassemble, decompile, or translate the SeedCrest Courses, or otherwise attempt to derive the source code, structural framework or the data records of the SeedCrest Courses; (iii) loan or resell the SeedCrest Courses, or any part thereof in any way including, but not limited to, making the SeedCrest Courses available to any other person, including using on a service bureau or time sharing basis, via shared access to a computer network or access information, which may include the log-in name and password or other authentication data for the SeedCrest Courses; (iv) remove any proprietary notices or labels from the SeedCrest Courses; or (v) make copies of the SeedCrest Courses, copy any printed materials or documentation accompanying the SeedCrest Courses or give copies to another person, or duplicate the SeedCrest Courses by any other means, including electronic transmission, except as specifically set forth herein. You may print one copy of an e-kit (student materials provided electronically) solely in accordance with the instructions provided to You regarding the specific e-kit transmitted to You. IN NO EVENT ARE YOU AUTHORIZED TO DOWNLOAD ANY SeedCrest COURSES ONTO YOUR COMPUTERS, SERVERS OR OTHER DEVICES. WITHOUT LIMITING THE FOREGOING, COPYING OR REPRODUCTION OF THE SeedCrest COURSES TO ANY SERVER OR LOCATION FOR FURTHER REPRODUCTION OR REDISTRIBUTION IS EXPRESSLY PROHIBITED.

2.3 You may not directly or indirectly through a third party, nor authorize any third party to, do any of the following: (i) copy the LMSSeedCrest or any part thereof; (ii) reverse engineer, decompile, disassemble or otherwise attempt to derive the source code from the LMSSeedCrest; (iii) write or develop any derivative or other software programs based, in whole or in part, upon the LMSSeedCrest; (iv) interfere with or disrupt the integrity or performance of the LMSSeedCrest or any data contained therein; (v) attempt to gain unauthorized access to the LMSSeedCrest or its related data, systems or networks; (vi) publish or disclose to third parties any evaluation of the LMSSeedCrest without SeedCrest's prior written consent; and/or (vii) perform vulnerability, load or any other test of the LMSSeedCrest without SeedCrest's prior written consent.

3. OWNERSHIP. The SeedCrest Courses (including but not limited to all copyrights, patents, patent applications, trade secret rights, trademarks, source code, text and any images, photographs, icons, graphics, animations, video, audio, music, and all other media incorporated into the SeedCrest Courses) and the LMSSeedCrest are the property of SeedCrest or its licensors and suppliers and are protected by U.S. and international copyright and other intellectual property laws and treaties. The SeedCrest Courses are licensed, not sold, to You for

use only under the terms of this Agreement, and SeedCrest reserves all rights not expressly granted to You. SeedCresttraining.com, the SeedCrest Course names, and the SeedCrest logo referenced in the SeedCrest Courses are either trademarks or registered trademarks of SeedCrest. Other product and company names mentioned in the SeedCrest Courses are the trademarks of their respective owners. For clarification, You will have no ownership or other right, title or interest in and to the SeedCrest Courses, including but not limited to any copyright and trademark rights, except as for the limited License to the SeedCrest Courses purchased by You. You will indemnify SeedCrest for any and all costs, expenses and damages incurred by SeedCrest as a result of Your infringement of SeedCrest's and its licensors' intellectual property rights in or to the SeedCrest Courses.

4. TERM. Every SeedCrest Course has an expiration date. Unless indicated otherwise in the SeedCrest Course, each SeedCrest Course License will expire one (1) year after it is licensed by You. Your License to a SeedCrest Course commences on the date You licensed the SeedCrest Course from SeedCrest (the date of online payment or the invoice date if not purchased online) and will terminate on the sooner to occur of: (i) the date You successfully complete the licensed SeedCrest Course as evidenced by passing the final exam and/or being eligible for a certificate of completion; or (ii) the date the SeedCrest Course License expires. You agree and understand that upon termination of the License, You will no longer be able to use or access the SeedCrest Course You licensed. Sections 2 ("Restrictions"), 3 ("Ownership"), 8 ("Warranty Disclaimer"), 9 ("Limitation of Liability"), 11 ("Export Law"), 12 ("General") and 14 ("Modifications") will survive termination of the licenses granted under this Agreement.

5. TERMINATION. This Agreement will terminate with respect to a SeedCrest Course License immediately without notice to You (i) upon Your License terminating pursuant to Section 4; or (ii) if You breach any term or condition of this Agreement. SeedCrest reserves the right to modify or terminate any SeedCrest Course or SeedCrest services and/or product offerings at any time without notice to You. You may terminate a SeedCrest Course License at any time by notifying SeedCrest in writing. Upon receipt of notice of termination, the SeedCrest Course License will terminate, and You will no longer be able to use or access such SeedCrest Course. Further, in the event of a termination or expiration of any agreement between SeedCrest and a third party supplier of a SeedCrest Course, Your right to access and use such SeedCrest Course will also terminate.

6. THIRD-PARTY SOURCES. You acknowledge that the SeedCrest Courses may incorporate information that is proprietary to one or more third party(ies). Such third party(ies) and SeedCrest suppliers are third party beneficiaries of this Agreement with the authority to enforce those portions of this Agreement that are relevant to the agreements they have with SeedCrest directly against You.

7. CONTENT MAINTAINED BY SeedCrest. You acknowledge and agree that: (i) SeedCrest may, from time to time, elect to update the SeedCrest Courses, but SeedCrest does not warrant or guarantee that any SeedCrest Courses will be updated, or that any updates will be made available to You, at any time during the term of this Agreement; (ii) SeedCrest does not assume, and expressly disclaims, any obligation to update and include any information in the SeedCrest Courses; (iii) SeedCrest is not advocating the use of any product described in the SeedCrest Courses (or elsewhere), nor is SeedCrest responsible for misuse of a product due to

typographical or other errors in the SeedCrest Courses, Your negligence or otherwise; (iv) You agree to seek additional information on any product from the manufacturer; and (v) You will use the content included in the SeedCrest Courses only as a reference aid, and that such content is not intended to be (nor should it be used as) a substitute for the exercise of professional judgment. In view of the possibility of human error or changes in technology, You should confirm the content in the SeedCrest Courses through independent sources.

## 8. WARRANTY DISCLAIMER.

8.1 THE SeedCrest COURSES ARE PROVIDED TO YOU "AS IS" AND "WITH ALL FAULTS." SeedCrest AND ITS AFFILIATES, AGENTS, DISTRIBUTORS, SUPPLIERS AND LICENSORS: (i) CANNOT AND DO NOT WARRANT THE ACCURACY, COMPLETENESS, CURRENCY OR NON-INFRINGEMENT OF THE SeedCrest COURSES PROVIDED HEREUNDER OR THAT YOUR USE OF THE SeedCrest COURSES WILL BE ERROR-FREE OR UNINTERRUPTED, FREE FROM OTHER FAILURES OR WILL MEET YOUR REQUIREMENTS OR FUNCTION IN ACCORDANCE WITH RELATED DOCUMENTATION IN EVERY COMBINATION OF HARDWARE PLATFORM, SOFTWARE ENVIRONMENT AND PRODUCT CONFIGURATION; AND (ii) EXPRESSLY DISCLAIM ALL WARRANTIES, REPRESENTATIONS, GUARANTEES, AND CONDITIONS, EXPRESS, IMPLIED OR STATUTORY, INCLUDING WITHOUT LIMITATION THE IMPLIED WARRANTIES OR CONDITIONS OF MERCHANTABILITY, FITNESS FOR A PARTICULAR PURPOSE, TITLE AND NON-INFRINGEMENT. ANY USE OF THE SeedCrest COURSES IS ENTIRELY AT YOUR OWN RISK, INCLUDING THE RISK FOR SELECTING THE SeedCrest COURSES TO ACHIEVE YOUR INTENDED RESULTS AND PERFORMANCE, AND FOR USE OF THE SeedCrest COURSES. To the extent warranties cannot be disclaimed or excluded, they are limited to the duration of the minimum warranty period required by law.

8.2 JOB PLACEMENT DISCLAIMER. SeedCrest does not guarantee job placement upon enrollment, use, or completion of any SeedCrest Course.

## 9. LIMITATION OF LIABILITY.

9.1 TO THE MAXIMUM EXTENT PERMITTED BY APPLICABLE LAW, NEITHER SeedCrest NOR ITS AFFILIATES, AGENTS, LICENSORS, DISTRIBUTORS OR SUPPLIERS WILL BE LIABLE UNDER ANY CLAIM, DEMAND OR ACTION ARISING OUT OF OR RELATING TO YOUR USE OF THE SeedCrest COURSES, OR SeedCrest'S PERFORMANCE OF (OR FAILURE TO PERFORM) ANY OBLIGATION UNDER THIS AGREEMENT, FOR ANY SPECIAL, INCIDENTAL, INDIRECT, CONSEQUENTIAL OR EXEMPLARY DAMAGES WHETHER BASED IN CONTRACT, TORT OR ANY OTHER LEGAL THEORY, INCLUDING, WITHOUT LIMITATION, DAMAGES DUE TO LOST PROFITS, LOST SAVINGS, BUSINESS INTERRUPTION COSTS, DAMAGES FROM LOSS OF BUSINESS INFORMATION OR OTHER DAMAGES CAUSED BY THE INABILITY TO USE THE SeedCrest COURSES, EVEN IF SeedCrest, ITS AFFILIATES, AGENTS, LICENSORS, DISTRIBUTORS OR SUPPLIERS HAD ACTUAL OR CONSTRUCTIVE KNOWLEDGE OF THE POSSIBILITY OF SUCH LOSS OR DAMAGES AND WHETHER OR NOT SUCH LOSS OR DAMAGES WERE FORESEEABLE.

9.2 TO THE MAXIMUM EXTENT PERMITTED BY APPLICABLE LAW, IN NO EVENT WILL SeedCrest'S AGGREGATE LIABILITY TO YOU, OR TO ANY THIRD PARTY, FOR DAMAGES IN CONNECTION WITH THIS AGREEMENT, THE SeedCrest COURSES AND THE SERVICES PROVIDED PURSUANT TO THIS AGREEMENT, WHETHER BASED ON BREACH OF CONTRACT, TORT (INCLUDING NEGLIGENCE), STRICT LIABILITY, PRODUCT LIABILITY, OR OTHER LEGAL OR EQUITABLE THEORY, EXCEED THE AMOUNT ACTUALLY PAID BY YOU FOR THE SeedCrest COURSE FROM WHICH SUCH LIABILITY AROSE. THE FOREGOING APPLIES NOTWITHSTANDING ANY FAILURE OF THE ESSENTIAL PURPOSE OF THIS AGREEMENT OR ANY LIMITED REMEDY HEREUNDER. MULTIPLE CLAIMS WILL NOT EXPAND THIS LIMITATION.

9.3 THIS LIMITATION OF DAMAGES SET FORTH HEREIN CONSTITUTES A FUNDAMENTAL ELEMENT OF THE BASIS OF THE BARGAIN BETWEEN SeedCrest AND YOU.

9.4 THIS AGREEMENT IS NOT INTENDED TO AND DOES NOT CHANGE OR EXCLUDE ANY STATUTORY CONSUMER RIGHTS THAT CANNOT BE LAWFULLY CHANGED OR EXCLUDED. SOME COUNTRIES, STATES, JURISDICTIONS AND/OR PROVINCES DO NOT ALLOW THE EXCLUSION OR LIMITATION OF CERTAIN WARRANTIES, REPRESENTATIONS OR CONDITIONS AND/OR DO NOT ALLOW PRODUCTS OR SERVICES TO BE SOLD WITH NO WARRANTIES, REPRESENTATIONS OR CONDITIONS. ACCORDINGLY, IF THESE LAWS APPLY TO YOU, SOME OR ALL OF THE SECTIONS TITLED "WARRANTY DISCLAIMER" AND "LIMITATION OF LIABILITY" MAY NOT APPLY TO YOU. ONLY THOSE LIMITATIONS AND EXCLUSIONS THAT ARE LAWFUL IN YOUR JURISDICTION WILL APPLY TO YOU AND, IN SUCH INSTANCES, OUR LIABILITY WILL BE LIMITED TO THE MAXIMUM EXTENT PERMITTED BY LAW.

10. U. S. GOVERNMENT END USERS. If You are using or accessing the SeedCrest Courses and You are a government employee, then note that the SeedCrest Courses are a "commercial item" as that term is defined at FAR 2.101 (Oct 1995), consisting of "commercial computer software" and "commercial computer software documentation" as such terms are used in 48 C.F.R. 12.212 (Sep 1995) and is provided to the U.S. Government only as a commercial end item. Consistent with FAR. 12.212 and DFARS 227.7202 (Jun 1995), all U.S. Government end users acquire the SeedCrest Courses with only those rights set forth herein. Any use, modification, reproduction, release, performance, display, disclosure or transfer of the SeedCrest Courses by the U.S. government will be governed solely by the terms of this Agreement and will be prohibited except to the extent expressly permitted by the terms of this Agreement.

11. EXPORT LAW. The SeedCrest Courses and related technology are subject to U.S. export control laws and may be subject to export or import regulations in other countries. Unless specifically authorized in writing by SeedCrest prior to any access, You agree not to export the SeedCrest Courses including but not limited to re-exporting the SeedCrest Courses, or any part thereof, or any process that is the direct product of the SeedCrest Courses, to any country, person, or entity in violation of U.S. export restrictions. In any case, You will indemnify and hold SeedCrest harmless from any and all claims, losses, liabilities, damages, fines, penalties, costs and expenses (including attorneys' fees) arising from or relating to any breach by You of Your

obligations under this Section 11. Your obligations under this Section 11 will survive the expiration or termination of this Agreement.

## 12. GENERAL

12.1 GOVERNING LAW AND VENUE. This Agreement will be governed and interpreted in accordance with the laws of the state of Texas, exclusive of its choice of law rules, and where applicable, the laws of the United States of America. You hereby consent to, and waive all defenses of lack of personal jurisdiction and forum non conveniens with respect to, the jurisdiction and venue of the federal and state courts located in Travis County, Texas (USA). The United Nations Convention on Contracts for the International Sale of Goods will not apply to this Agreement and is hereby expressly excluded. Notwithstanding the foregoing, You or SeedCrest may seek injunctive or other equitable relief to protect Your or SeedCrest's intellectual property (like copyrights and trademarks) in any court with competent jurisdiction.

12.2 PRIVACY. SeedCrest's current privacy policy is available [here](#), and is hereby incorporated into this Agreement.

12.3 WAIVER. The failure of either party to require strict performance by the other party of any provision hereof will not affect the full right to require such performance at any time thereafter; nor will the waiver by either party of a breach of any provision hereof be taken or held to be a waiver of the provision itself. Any waiver of any right or provision herein will not be effective unless in writing and signed by authorized representatives of both parties.

12.4 ASSIGNMENT. You may not assign Your rights or obligations under this Agreement without the prior written consent of SeedCrest, which SeedCrest may refuse in its sole discretion. Any attempted assignment without prior written consent from SeedCrest will be deemed null and void. SeedCrest may assign its rights and/or obligations under this Agreement at any time. Subject to the foregoing, this Agreement will bind and inure to the benefit of the parties, their respective successors and permitted assigns.

12.5 SEVERABILITY. If any part of this Agreement is for any reason found to be unenforceable, all other parts nevertheless remain enforceable as long as a party's rights under this Agreement are not materially affected. In lieu of the unenforceable provision, the parties will substitute or add as part of this Agreement a provision that will be as similar as possible in economic and business objectives as was intended by the unenforceable provision.

12.6 COMPLETE AGREEMENT. This Agreement is the complete and exclusive statement of the agreement between SeedCrest and You, which supersedes any proposal or prior agreement, oral or written, and any other communications between the parties in relation to the subject matter of this Agreement. Any terms and conditions of any purchase orders or acknowledgments delivered by You to SeedCrest will not apply. Any such purchase order or similar document from You will be for billing reference only and, notwithstanding any terms and conditions set forth therein, such document will not modify or add provisions to this Agreement and will not take precedence over this Agreement in any manner. Except as otherwise provided in this Agreement, any modifications must be in a writing signed by both parties by their duly authorized representative. Section headings are used for convenience only and will in no way

affect the construction or interpretation of this Agreement. This Agreement will be interpreted without application of any strict construction in favor of or against You or SeedCrest.

12.7 REFUND POLICY. The SeedCrest [refund policy is located here](#), and is hereby incorporated into this Agreement.

12.8 NOTICES. You consent to receive electronically any communications from SeedCrest. We may communicate with You through the email address specified in Your account or by posting notices on the SeedCrest website. You agree that all agreements, notices, disclosures and other communications that are provided to You electronically satisfy any requirement that such communications be in writing. All notices from SeedCrest intended for receipt by You will be deemed delivered and effective when sent to the email address You provide to SeedCrest.

Notices to SeedCrest must be sent to: SeedCresttraining.com, Inc., Attn: General Counsel, 6504 Bridge Point Parkway, Suite 100, Austin, TX 78730.

12.9 FORCE MAJEURE. Except with respect to any payment to be made to SeedCrest hereunder, neither party will be liable for any failure, deficiency or delay in the performance of its obligations under this Agreement due to any force majeure, which will include but not be limited to any storm, flood, fire, aircraft damage, explosion, electrical or communication line failure, disturbance, war or military action, acts of terrorism, Government act or administrative delay, equipment failure or non-delivery, inability to obtain materials or any cause or matter whatsoever not within the reasonable control of such party. In the event of such a force majeure, the affected party will be entitled to a reasonable extension of time for the performance of its obligations under this Agreement.

12.10 RELATIONSHIP. No agency, partnership, joint venture or employment relationship is created by this Agreement or Your use of the SeedCrest Courses, and You do not have any authority of any kind to bind SeedCrest in any respect whatsoever.

12.11 ENGLISH LANGUAGE. This Agreement is in the English language only, which language will be controlling in all respects. No translation, if any, of this Agreement into any other language for convenience or to meet local requirements will be of any force or effect in the interpretation of this Agreement or in determination of the interests of either party hereto. Furthermore, all correspondence, notices, claims, suits and other communication between the parties hereto will be written or conducted in English. It is the express wish of the parties that this Agreement and/or any related documents have been drawn up in a language other than French. French translation: Il est de la volonté expresse des parties que le présent contrat et/ou tous les documents qui s'y rattachent soient rédigés dans une langue autre que le français.

13. GRIEVANCE PROCEDURE. If You are dissatisfied with the services that SeedCrest has provided for You, You may direct Your written complaint, grievance, or dispute as follows:

- (a) First Level of Contact: Customer Service Department
- (b) Second Level of Contact: Manager, Customer Service Department
- (c) Top Level of Contact: Director, Sales and Customer Service Division

- (d) Address:  
SeedCresttraining.com, Inc.  
6504 Bridge Point Parkway  
Suite 100  
Austin TX 78730  
Customer Service # 1-505-550-4294
- (e) Please provide a detailed explanation of Your issues including contact information where You can be reached. You will be contacted to discuss an agreeable resolution.
- (f) A different grievance procedure may apply to You if You are using the SeedCrest Courses subject to a contract between Your organization and SeedCrest or a SeedCrest distributor. In that case You should contact the appropriate person within Your organization to inquire about the grievance procedure that applies to You.

14. MODIFICATIONS. SeedCrest reserves the right, in its discretion, to change, modify, add to, or remove portions of the terms of this Agreement (collectively, “Changes”), at any time. SeedCrest will notify You of Changes by sending an email to the address identified in Your account or by posting a revised version of the Agreement incorporating the Changes to SeedCrest’s website. Your continued use of or access to SeedCrest Courses following notice of the Changes or posting of the Agreement incorporating the Changes on the SeedCrest website will mean that You accept and agree to the Changes. Such Changes will apply prospectively beginning on the date the Changes are posted to the SeedCrest website.

THE SeedCrest COURSES ARE PROTECTED BY UNITED STATES COPYRIGHT LAW AND INTERNATIONAL TREATIES. UNAUTHORIZED REPRODUCTION OR DISTRIBUTION IS SUBJECT TO CIVIL AND CRIMINAL PENALTIES.

SeedCrest, Inc., 2024. All Rights Reserved. SeedCrest is a trademark used under license in the United States and other countries.

15. AUTOMATIC RENEWAL. You may have the option to select auto-renewal for certain SeedCrest Courses, in which case, if selected, your SeedCrest Course shall be purchased repeatedly on the schedule specified at the time of purchase with the credit card used in the initial purchase until cancelled. You are responsible for updating your credit card information. If you have enrolled in automatic renewal, you can cancel any time up to 1 day before the renewal date by logging into your training account, clicking into Subscriptions and clicking Manage Subscriptions for the Course(s) you choose to update. Upon cancellation, no future payments will be processed.