

## TERMS OF USE

Carefully read these Terms of Use (“Terms”). By using and/or visiting this website, you signify that you are of legal age to form a legally binding contract with Kerage Un Limited (“We,” “Us,” “Our”) in the jurisdiction in which you reside and that you have read, understood and agree to be bound by all of these Terms and the Privacy Policy, found at <https://www.kerage.com/>. If you do not agree to these Terms, please exit from our Services (as defined below). Your continued use of the Services is your deemed acknowledgment that you have read, understood, and agree to be bound by and comply with these Terms and the Privacy Policy.

Although We may attempt to notify you when major changes are made to these Terms, it is your responsibility to check these terms periodically for changes. We may, in Our sole discretion, modify or revise these Terms and the Privacy Policy at any time, and you agree to be bound by such modifications or revisions. Nothing in this Agreement shall be deemed to confer any third-party rights or benefits.

### 1. SERVICES

These Terms govern all use of Kerage services, including websites, mobile applications, and any websites (or portions thereof) created by us or mobile applications that are operated by Us (collectively, the “Sites”) and any products or services made available by means of any of the Sites (the “Products”). The Sites and Products are collectively referred to herein as the “Services”.

The Sites may contain links to third-party websites that are not owned or controlled by Kerage, have no control over, and assumes no responsibility for, the content, privacy policies, or practices of any third-party websites. In addition, Kerage will not and cannot censor or edit the content of any third-party site. By using the website, you expressly relieve Kerage from any and all liability arising from your use of any third-party website.

Kerage grants you a non-exclusive, non-transferrable, revocable license to access and use the Services, including the Products (subject to payment, where applicable), for your personal use only, in accordance with these Terms; provided that you agree (i) such License is conditioned upon your continued acceptance of, and compliance with, these Terms; (ii) not to distribute in any medium any part of the website without Our prior written authorization; (iii) not to alter or modify any part of the Sites, or any of its related technologies; and (iv) not to use the Sites for any commercial use, without Our prior written authorization. Prohibited commercial uses include the sale of access to the Sites or any of the related Services on another website for the primary purpose of gaining advertising or subscription revenue and any use of the Services that Kerage, in their sole discretion, finds to compete or displace the market for Kerage.

We reserve all rights that We do not expressly grant in these Terms. We may change, suspend, or discontinue any aspect of the Services at any time, including the availability of any feature or content. Without limitation of any of our other rights or remedies at law, in equity or under these Terms, We may terminate your license to use the Services, in whole or in part, including your right to use any Products, without providing any refund or canceling your obligation to make installment payments where applicable, if We determine, in our sole discretion, that you have breached or violated any of the provisions of these Terms.

## **2. PAYMENT**

You may purchase licenses to certain Products through a one-time payment or in monthly installments, as specified on the Sites. When you make a purchase, you authorize us to charge the credit card, debit card or PayPal account you provide on a one-time or monthly basis, depending on which payment plan you select. We reserve the right to cancel any order for any reason. Possible reasons for cancellation include but are not limited to the following: fraudulent or potentially fraudulent orders, incorrect pricing, or non-payment. We may charge for access to portions of the Sites or to the Sites as a whole, and We reserve the right at any time to change the amount We charge for such access or subscriptions that include authorization to access the Sites. Access to some of the Site's content, features, and services may be limited depending on whether you have made a one-time payment or subscription. You shall pay all applicable taxes relating to your purchase.

## **3. REFUNDS**

Unless otherwise stated, each Product or Service has no refund policy.

## **4. YOUR CONTENT**

We may provide the opportunity for you to provide content or materials ("Your Content") by means of the Services, including commenting on blog posts, by communicating with us directly, including your active video involvement through Zoom, Microsoft Teams, or other video-based webinar platforms for which you may be visible throughout the course session, or through other forums. You grant to us and our affiliates a non-exclusive, perpetual, irrevocable, royalty-free, worldwide, assignable, transferrable right and license to reproduce, display, perform, transmit, modify, publish, create derivative works from and otherwise use Your Content in any formats or media (including recording of the above noted video-based course sessions) now known or hereafter devised, in connection with our provision or promotion of information products or services. You further acknowledge and agree that by enrolling in and taking any course(s), that your video image and likeness, name and involvement in any manner may be captured and subsequently displayed within our video library, which is accessible by all Kerage members.

You shall be solely responsible for any of your own submissions and the consequences of posting or publishing them. You affirm, represent and warrant that you own, or have the requisite license, rights, consents and permissions to use and authorize Kerage to use all patent, trademark, trade secret, copyright or other proprietary rights in and to any and all of Your submissions. By posting Your Content, you warrant and represent that you either own or otherwise control all of the rights to that content, including, without limitation, all the rights necessary for you to provide, post, upload, input or submit the content, or that your use of the content is a protected fair use, and that such content is not confidential.

## **5. YOUR CONDUCT**

You agree that you will not: (i) use the Services in a manner that (a) violates any applicable international, federal, state, provincial or local laws, regulations, rules, ordinances, statutes, requirements, codes or orders of any governmental or judicial authorities; (b) is fraudulent, deceptive or misleading; (c) is threatening, harassing, discriminatory, libellous, defamatory, pornographic or obscene; (d) violates anyone's rights of privacy, publicity or other rights; (e) violates any contractual or fiduciary obligations; (f) infringes on any copyrights, trademarks, service marks, trade secrets, patents or other intellectual property rights

(collectively, “Intellectual Property Rights”); (g) has an adverse effect on our business, reputation or ability to provide Services; or (h) would otherwise be reasonably deemed objectionable under the circumstances; (ii) violate any program guidelines applicable to use of particular Products or interfere with, impair or disrupt the ability of others to use such Products; (iii) use the Services so as to impersonate any person or entity, falsely state or otherwise misrepresent your affiliation with a person or entity or provide inaccurate information; (iv) violate or attempt to violate the security of the Services; (v) reverse engineer, decompile or disassemble any portion of the Services; (vi) “scrape” information from the Services by automated means; (vii) interfere with the ability of others or permit any unauthorized access to or use of any Products that you have licensed or to any password applicable to your account for the Services; (viii) use, redistribute or resell any of the Products or other content of the Services, other than such unremunerated sharing via social media as may be authorized on the Services or otherwise in writing by us; or (ix) reproduce, modify, display, distribute, sell, re-sell, distribute, publish, disclose, videotape, share, divulge, transfer, exploit or create derivative works from any of the Services, including any Products, in whole or in part, except as expressly provided in these Terms.

## **6. PROPRIETARY RIGHTS**

As between you and us, We own the Services, including the Products, and any and all graphics, videos, photographs, images, placemats, handouts, study guides, artwork, text, fonts, software, and other technology, and the contents, design, layout, functions, appearance, and other intellectual property, comprising the Services. The foregoing ownership rights include all Intellectual Property Rights inherent in or appurtenant to the Services. Without limitation of the foregoing, the Services contain proprietary material of Kerage, which is protected by copyright and other laws respecting proprietary rights. The Services are also protected by copyright as a collective work and/or compilation, pursuant to copyright laws, international conventions, and other copyright laws that benefit Kerage. Kerage retains all rights in the Services, including all copyright and other proprietary rights worldwide in all media. You may not use the Services except as expressly permitted under these Terms.

## **7. REPRESENTATIONS**

You represent and warrant: (a) that you own all Intellectual Property Rights in Your Content and have the right to provide Your Content via the Services for use as contemplated herein, and (b) that you are at least eighteen (18) years old.

## **8. DISCLAIMER OF WARRANTY**

Use of this Site is at your sole risk. All materials, information, Products, software, programs, and Services are provided “as is,” with no warranties or guarantees whatsoever. Kerage expressly disclaims to the fullest extent permitted by law all express, implied, statutory, and other warranties, guarantees, or representations, including, without limitation, the warranties of merchantability, fitness for a particular purpose, and non-infringement of proprietary and intellectual property rights. Without limitation, Kerage makes no warranty or guarantee that this Website will be uninterrupted, timely, secure, or error-free.

You understand and agree that if you download or otherwise obtain materials, information, products, software, programs, or services from this Website, you do so at your own discretion and risk and that you

will be solely responsible for any damages that may result, including loss of data or damage to your computer system.

Services and Products are intended for educational purposes only. None of the information provided in connection with the services shall be construed to constitute medical, psychological, financial, accounting, legal or other professional advice. We urge you to consult with an appropriate licensed professional if you seek any such advice.

## **9. INDEMNITY**

You agree to indemnify and hold Kerage and its affiliates, and all officers, directors, owners, agents, or licensors thereof (collectively, the "Indemnified Parties") harmless for any and all losses, damages, claims and demands, including reasonable attorneys' fees, that arise from or otherwise relate to your use of this Website (including the services or products provided on this Website), any content you supply to this Website, or your violation of these Terms. You shall cooperate as reasonably required in the defense of any such claim. Kerage reserves the right to assume the exclusive defense and control of any matter subject to indemnification by you.

## **10. LIMITATION OF LIABILITY**

To the fullest extent permitted by applicable law, in no event will Kerage be liable to any party for any direct, indirect, incidental, special, exemplary or consequential damages of any type whatsoever related to or arising from this Website or any use of this Website, or of any site or resource linked to, referenced, or accessed through this Website, or for the use or downloading of, or access to, any materials, information, products, or services, including, without limitation, any lost profits, business interruption, lost savings or loss of programs or other data, even if Kerage is expressly advised of the possibility of such damages. This exclusion and waiver of liability applies to all causes of action, whether based on contract, warranty, tort, or any other legal theories.

## **11. LAW, JURISDICTION, AND ARBITRATION**

THIS SERVES AS NOTICE THAT THIS AGREEMENT REQUIRES YOU TO RESOLVE ANY DISPUTES WITH KERAGE THROUGH FINAL AND BINDING ARBITRATION ON AN INDIVIDUAL BASIS. ANY CLAIMS WILL BE BROUGHT ON AN INDIVIDUAL BASIS, NOT AS A PLAINTIFF OR CLASS MEMBER OF ANY CLASS, GROUP OR REPRESENTATIVE ACTION OR PROCEEDING. BY ENTERING INTO THIS AGREEMENT, YOU EXPRESSLY ACKNOWLEDGE THAT YOU HAVE READ AND UNDERSTAND ALL OF THE TERMS OF THIS AGREEMENT (INCLUDING THE ARBITRATION PROVISIONS) AND AGREE TO ACCEPT ALL OF THESE TERMS. YOU ALSO WAIVE YOUR RIGHT TO SEEK RELIEF IN A COURT OF LAW AND TO HAVE A JURY TRIAL ON YOUR CLAIMS.

THESE TERMS SHALL BE GOVERNED BY THE LAWS OF THE CAYMAN ISLANDS. YOU AND WE AGREE THAT ANY ACTION OR DISPUTE BETWEEN US WILL BE RESOLVED EXCLUSIVELY BY ARBITRATION IN THE STATE OF ARIZONA.

## **12. PRIVACY**

Your use of the Services is subject to our Privacy Policy. By using any of the Products or Services associated with these Terms, you acknowledge and consent to our collection and use of information as set forth in the Privacy Policy.

### **13. COPYRIGHT COMPLAINTS**

Kerage respects the intellectual property of others. If you believe that any of the Services contain content that infringes on your copyright, please forward the following information through our website contact us section.

Please include:

- a.** An electronic or physical signature of the person authorized to act on behalf of the owner of the copyright interest;
- b.** A description of the copyrighted work that you claim has been infringed upon;
- c.** A description of where the material that you claim is infringing is located on this Website, including the URL and date on which the material was displayed;
- d.** Your address, telephone number, and e-mail address;
- e.** A statement by you that you have a good-faith belief that the disputed use is not authorized by the copyright owner, its agent, or the law; and
- f.** A statement by you, made under penalty of perjury, that the above information in your notice is accurate and that you are the copyright owner or authorized to act on the copyright owner's behalf.

### **14. LINKS TO THIRD PARTY WEBSITES**

The Services may contain links to websites that We do not operate. Any links to third-party Websites found within this Website are provided solely as an added convenience to you. We have neither reviewed the contents of these third-party Websites nor does Kerage claim any responsibility for the content or suitability of these third-party Websites and Kerage makes no express or implied warranty about the accuracy, copyright compliance, legality, merchantability, or any other aspect of the content of such links. The inclusion of links does not imply endorsement of the third-party Websites by Kerage or any association with their operators.

### **15. PROTECTED MATERIAL**

Kerage provides proprietary information, including copyrighted materials, about its Products and Services for the benefit of its customers and not for unrestricted use by the public. By becoming a member of Kerage, you agree that you may not use, or allow any other person or entity to use, any materials found on this Website for the purpose of investigating, supporting, threatening, or filing any intellectual property infringement claim against Kerage, and or its affiliates or for the purpose of developing or using an offering or product directly or indirectly competing with an offering or product from Kerage. Your failure to comply with these prohibitions constitutes a breach of these Terms and Conditions with respect to the materials at issue.

In addition, Kerage reserves the right to seek damages for infringement for copyrighted materials. You agree that damages reasonably anticipated from a potential breach are difficult to ascertain because of their indefiniteness or uncertainty, and the amount stipulated is reasonably proportionate to the damages caused by the breach.

## **16. ACKNOWLEDGMENT**

No joint venture, partnership, employment, or agency relationship exists between you and Kerage, or you and Kerage as a result of these Terms and/or your use of the Services and Products.

## **17. NOTICE**

All notices, requests, consents, claims, demands, waivers, and other communications hereunder shall be in writing and shall be deemed to have been given on the date sent by e-mail. Notices to you required or permitted hereunder shall be made to you at the most recent email address on file with Kerage.

## **18. HEADINGS**

The headings in this Terms Agreement are for reference only and shall not affect the interpretation of this Agreement.

## **19. ENTIRE AGREEMENT**

This Terms Agreement constitutes the sole and entire agreement of the parties to this Agreement with respect to the subject matter contained herein, and supersedes all prior and contemporaneous representations, warranties, understandings, and agreements, both written and oral, with respect to such subject matter. The statements in the body of this Agreement control as against any supplemental documentation relating to This Agreement.

## **20. MISCELLANEOUS**

These Terms shall be effective as of the time of use of our Site, Services, and Products. Kerage may assign these Terms at its discretion. You may not assign these Terms. No waiver of any obligation or right of either party shall be effective unless, in writing, executed by the party against whom it is being enforced. In addition to monetary damages, Kerage shall be entitled to seek equitable relief where appropriate if you breach of any of these Terms.

You are prohibited from posting or transmitting to Kerage any material that is unlawful, obscene, pornographic, libelous, defamatory, threatening or otherwise inappropriate. By entering, you agree to abide by these Terms as well as the Community Guidelines.

### **Kerage Community Guidelines**

#### **Introduction**

Our goal is that our Services will foster helpful, meaningful, and informative dialogue. We would like you to help us do that, so here are some guidelines for how to participate.

By entering into Kerage, you agree to abide by following Kerage Community Guidelines found below.

#### **1. DISCLAIMER AND RELEASE**

- By using our Services, you agree that Kerage and all related parties/individuals, including officers, directors, facilitators, and mediators, are released from any form of liability that may arise as a consequence of your joining and/or participating in this group.
- You agree to assume the risk of accessing and using this service, and You are responsible for the information that you choose to share within this setting.
- By agreeing to use this support group and the specific interface in which is operated, you further agree to the terms of the Kerage Website.
- Kerage is not responsible for private messages that are pursued outside of the moderated spaces; the user is responsible for blocking or discontinuing communication with any parties who they may partake in private, unmoderated conversations outside of the scope of Kerage that they no longer wish to communicate with.

## 2. USER CONDUCT

Below are Kerage’s suggested “best practices” for users.

### a. **Seek to Understand**

Please be kind to all members and share feedback from a thoughtful place. We would please ask that, as this is intended to be a safe environment, you give your fellow group members the benefit of the doubt when their comments don’t sit well with you and refrain from responding in a defensive way that may derail the constructive conversation. Seek to understand, to find the meaning behind people’s actions, and the opportunity for deeper awareness and healing.

### b. **Posting**

Be both a responsible reader and poster. Make sure you are responding to the question that’s being asked, if you so choose, as there is no obligation to respond or ask for clarity if you are unsure of the intent behind another participant’s question. Read some of the comments that were made before yours, so you know whether you are reinforcing an existing sentiment or adding new knowledge to the thread. Stay on topic.

### c. **Disagreements**

Be constructive. It’s okay to disagree with other forum participants, but We do not condone shaming others for their views or choices and encourage respectful dialogue that involves embracing complexity and nuance instead of black-and-white thinking. It is important to keep the discussion focused on the issues rather than letting it deteriorate into personally directed statements, insults, attacks, or judgment. Conduct conversations from a place of compassion and curiosity.

### d. **Privacy**

Please respect the privacy of all members in the group. Do not copy, paste, or share any content from the group, outside of it, in any way, shape or form. Do not post personal information about another forum participant; this includes identifying any individual by their real name if they have not already done so or providing personal contact information. Do not disclose any personal, sensitive, clinical, or confidential information, about yourself or another person, who has not authorized you to do so.

#### e. Video Chat and Socials

When partaking in our video chat feature and after-hours socials, Kerage are not responsible for these unmoderated spaces, and you accept the risk of using these features. We encourage participants to follow the same respectful behaviour outlined in our community guidelines within these spaces.

#### f. Other

Respect our moderators. It's their job to keep the forum safe and constructive so that everybody gets to have their fair say. It is not always an easy job. Do not share Kerage events or Webinar links on public forums.

### 3. UNACCEPTABLE BEHAVIOR

1. **Breaking the law.** You must respect all applicable local, national, and international laws while using our services. Any content or activity featuring, encouraging, offering, or soliciting illegal activity is prohibited.
2. **Violence and threats.** Acts and threats of violence will be taken seriously and are considered zero-tolerance violations.
3. **Hate Speech.** Hate speech is not allowed on Kerage sites. We remove content promoting violence or hatred against individuals or groups based on attributes including, but not limited to, a person's race, culture, appearance, gender, sexual preference, religion, age, or attachment style.
4. **Harassment and cyberbullying.** Content that threatens individuals is not allowed on Kerage platforms. We also don't allow content that targets an individual with prolonged or malicious insults based on intrinsic attributes.
5. **Nudity and sexually explicit content.** Nudity and sexually explicit content or activities, such as pornography, sexual acts or intercourse, and sexual services, are prohibited. Content or activities that threaten or promote sexual violence or exploitation are strictly prohibited and may be reported to law enforcement. Child exploitation will be reported to authorities via the National Center for Missing & Exploited Children.
6. **Defaming or slandering the Kerage organization, employees, or members.**
7. **Advertising, soliciting, spamming, scamming or commercial self-promotion.**
8. **Suicide and Self-Injury.** Awareness and understanding of mental health is important. However, We do not allow content on our Services that promotes suicide, self-harm, or is intended to shock or disgust others.

### 4. REPORTING BEHAVIOR AND REPURCUSSIONS

If you see anyone violating our community guidelines, please alert our moderators through private message. All private messages will remain confidential. The moderation team will look at the reported issue and determine next steps based on our internal processes and the severity of the violation.



To protect the integrity of our community, We reserve the right to suspend or ban any account at any time for any conduct that we determine to be inappropriate or harmful. Such actions may include a warning, removal of content, a strike on the account, and/or suspension or ban of account(s). In the event your account is banned or suspended, You will not be entitled to any refunds of any Programs or Services with Kerage.