

## TERMS OF USE

THE FOLLOWING DESCRIBES THE TERMS AND CONDITIONS ON WHICH HIPPOSOLUTIONS.COM AND ITS RELATED SITES OFFERS YOU ACCESS TO ITS SERVICES. PLEASE READ THESE TERMS OF USE CAREFULLY BEFORE USING THIS WEBSITE.

Hippo Solutions, Inc. (“Hippo Solutions”) provides this website, [HippoSolutions.com](https://HippoSolutions.com) (“Website”) and the related services (“Services”) on this and related sites to You the user, whether an individual or organization (“User,” “You,” or “Your”). As a condition of Your use of the Services, You, the User, agrees to these Terms of Use (“Agreement”) without limitation or qualification along with the [HippoSolutions.com](https://HippoSolutions.com) Privacy Policy, which is hereby incorporated into this Agreement by reference. Should You not agree to the terms of this Agreement, please do not use this Website or the related Services.

Hippo Solutions may amend this Agreement from time to time by posting new Terms of Use to the Website. Users are required to check this Agreement for updates periodically and Hippo Solutions has no obligation to inform Users of any amendments to the Agreement. Any use by a User of the Website or Services after the new Terms of Use are posted shall be deemed to constitute an agreement by User to the amended Agreement.

- 1. Services.** The Services offered by the Website, include access to a number of products to allow work groups to identify and address organizational challenges. The products may include access to digital assessments, videos, facilitation guides, courses, webinars, surveys, software products, and other content as added by Hippo Solutions from time to time (all referred to as “Content”). The type of Content available to Users may vary based on the type of package selected by the applicable User, and Hippo Solutions reserves the right to establish multiple tiers of Services with differing types of Content available to Users.
- 2. Availability of Content.** The availability of Content may change from time to time and Hippo Solutions does not guarantee that any Content will be available or remain available on the Website or through the Services. Hippo Solutions reserves the right to modify or remove Content without notice for any reason.
- 3. Access Eligibility.** You must be at least eighteen (18) years of age to register to use the Website and Services. Hippo Solutions’ Services are available only to individuals who can form legally binding contracts under applicable law. Hippo Solutions reserves the right to refuse access to, or use of our Website or Services to anyone not complying with this Agreement, at any time, in its sole discretion.
- 4. Registration/Your Account.** You may browse the Website without registering. However, You must register on the Website and establish an account (“Account”) in order to use all of the Services. During registration, You will be asked to provide information such as Your name, address, telephone number, email address, and organization. You will also be asked to create a User ID and password to identify Yourself in future visits to the Website in

addition to accepting the terms of this Agreement. It is YOUR responsibility to maintain the confidentiality of Your User ID and password and You agree to accept responsibility for all activities that occur under Your Account. You may not transfer, assign or sell Your Account to any third party. All of the information that You provide during registration is collected according to the terms of the [HippoSolutions.com](https://hipposolutions.com/privacy-policy) Privacy Policy available at [HippoSolutions.com](https://hipposolutions.com/privacy-policy). PLEASE NOTE: YOU MUST PROVIDE ACCURATE AND CURRENT INFORMATION TO HIPPO SOLUTIONS. IF YOU PROVIDE ANY INFORMATION THAT IS FALSE, MISLEADING, INACCURATE, NOT CURRENT OR INCOMPLETE DURING REGISTRATION OR OTHERWISE, HIPPO SOLUTIONS RESERVES THE RIGHT TO SUSPEND OR TERMINATE YOUR ACCOUNT AND REFUSE ANY AND ALL CURRENT OR FUTURE USE OF THE SERVICES (OR ANY PORTION THEREOF). ANY ACTIVITIES THAT ARE ILLEGALLY CARRIED ON WITHIN THE WEBSITE WILL BE REPORTED TO THE APPROPRIATE FEDERAL, STATE OR LOCAL AUTHORITIES.

5. **Fee.** In order to use the Services, You shall be required to pay Hippo Solutions a fee based on the tier of Services which You selected in Your Account (“Fees”). The Fee may be a monthly, quarterly, or annual fee (“Subscription Fee”) or a one-time fee, both of which will be based on the tier of Services selected by the User and may be based on whether the Services are for an individual or an organization. Some tiers of Services will provide Registered Users with access to the Services for one month free of charge (“Trial Period”), and in order to not be charged a Fee, You must terminate Your Account prior to the completion of the Trial Period. Not all tiers of Services offer a Trial Period. You also agree that Hippo Solutions may modify the Fees from time to time by posting new Fees to the Website, and Your continued use of the Services will be considered an acceptance of the updated Fees. In the event that You do not agree to the updated Fees, Your only remedy is to terminate your Account. In the case of recurring Subscription Fees, at the time that You establish an Account, You will be required to place a credit card on file with Your Account in order to pay the Subscription Fee, and You authorize Hippo Solutions to automatically charge the Subscription Fee on the first day of each month. You shall be solely responsible for managing Your credit card on file with Your Account. You represent and warrant to Hippo Solutions that You are the holder of all credit cards on file with Your Account, and if You are not the account holder of a credit card, You have all requisite power and authority to use and incur charges on such credit card on behalf of the account holder. In the event that Your credit card no longer processes or Hippo Solutions believes that You are not authorized to incur charges on a credit card with Your Account, Hippo Solutions may immediately suspend Your Account. For businesses or organizations which establish an organization wide Account, Hippo Solutions may waive the requirement to place a credit card on file and may agree to an alternative payment method.
6. **Electronic Communications.** When You send e-mails to Hippo Solutions or visit the Website, You are communicating with Hippo Solutions electronically. By registering Your Account, You agree that Hippo Solutions may send e-mails to You and You consent to receive e-mails or other electronic communications from Hippo Solutions. Generally, Hippo Solutions will communicate with You by e-mail or by posting notices on this Website.

7. **Term.** This Agreement shall remain in full force and effect while You are using the Website or Services whether You are a visitor or a registered User. You may delete Your Account at any time, by logging into your Account and selecting the option to delete your Account. However, please note that even if You delete Your Account but continue to use the Services as a visitor, Your use of the Services is still subject to this Agreement. Hippo Solutions may terminate Your Account or rights to use the Services for any or no reason at any time by ceasing to provide the Services to You. You understand that termination of this Agreement and the Account You have created with Hippo Solutions may involve deletion of Your Account information from Hippo Solutions' databases. Hippo Solutions will not have any liability whatsoever to You for any termination of Your Account or related deletion of Your information.
8. **Ownership of Services and Content.** You acknowledge that all the intellectual property rights in the Website, Services, and Content are owned by Hippo Solutions or its third party licensors. You agree not to: (a) reproduce, modify, publish, transmit, distribute, publicly perform or display, sell, or create derivative works based on the Website, Services, or related Content, or the Content's underlying text, software, graphics, photos, sounds, music, videos, or interactive features; (b) rent, lease, loan, or sell access to the Services; and (c) use the Content in conjunction with any business which provides training workshops, events, or coaching designed to help participants to develop communication and/or leadership skills or to address organizational challenges.
9. **Grant of License.** Hippo Solutions grants You a personal, revocable, non-exclusive, non-transferable, non-sublicensable, world-wide, license to access and use the Services solely for personal, non-commercial purposes as permitted by this Agreement. This license to You will automatically terminate if you violate this Agreement. Specifically, a User may not share the Services with other users in the User's business or organization unless an organization wide Account has been established with Hippo Solutions. Except for the foregoing limited license, no right, title or interest is transferred to You. Hippo Solutions may allow you to store encrypted, cached Content on Your computer, tablet, smartphone or other compatible internet-connected device. You may not transfer copies of cached Content to any other device, network, blog, social media account, or website without the express written permission of Hippo Solutions.
10. **Violation of this Agreement.** Any use of the Website or Services in violation of this Agreement may result in, among other consequences, termination or suspension of Your Account and rights to use the Services, and Hippo Solutions may disclose information about Your use of the Services in accordance with the [HippoSolutions.com](https://hipposolutions.com) Policy.
11. **Lawful Use.** You will use the Website, Services, and Content in a manner consistent with any and all applicable laws and regulations and solely for lawful purposes.
12. **Disclaimer of Warranties.** YOU EXPRESSLY UNDERSTAND AND AGREE THAT THE USE OF THE WEBSITE, SERVICES, AND CONTENT IS AT YOUR SOLE RISK. THE SERVICES AND

CONTENT ARE PROVIDED ON AN AS-IS AND AS-AVAILABLE BASIS. HIPPO SOLUTIONS EXPRESSLY DISCLAIMS ALL WARRANTIES OF ANY KIND, WHETHER EXPRESS OR IMPLIED, INCLUDING, BUT NOT LIMITED TO, THE IMPLIED WARRANTIES OF MERCHANTABILITY AND FITNESS FOR A PARTICULAR PURPOSE. HIPPO SOLUTIONS MAKES NO PROMISES REGARDING RESULTS OF USING THE SERVICES AND CONTENT AND HIPPO SOLUTIONS MAKES NO WARRANTY THAT THE SERVICES WILL BE UNINTERRUPTED, TIMELY, SECURE, OR VIRUS FREE. USE OF ANY APPLICATION THROUGH THE USE OF THE SERVICES OR CONTENT SHALL BE AT YOUR OWN DISCRETION AND RISK, AND YOU WILL BE SOLELY RESPONSIBLE FOR ANY DAMAGE TO YOUR COMPUTER SYSTEM, MOBILE TELEPHONE, WIRELESS DEVICE, OR DATA THAT RESULTS FROM THE USE OF THE SERVICES OR CONTENT. SOME JURISDICTIONS DO NOT ALLOW THE DISCLAIMER OF WARRANTIES OR EXCLUSION OF DAMAGES, SO SUCH DISCLAIMERS AND EXCLUSIONS MAY NOT APPLY TO YOU.

13. **Limitation of Liability.** YOU AGREE THAT THIS WEBSITE, HIPPO SOLUTIONS, ITS OWNERS, OFFICERS, AND EMPLOYEES SHALL IN NO WAY BE LIABLE FOR ANY CONSEQUENTIAL, INCIDENTAL, INDIRECT, SPECIAL, PUNITIVE, OR OTHER LOSS OR DAMAGE WHATSOEVER OR FOR LOSS OF PROFITS, BUSINESS INTERRUPTION, COMPUTER FAILURE, LOSS OF INFORMATION, OR OTHER LOSS ARISING OUT OF OR CAUSED BY YOUR USE OF OR INABILITY TO USE THE SERVICES OR CONTENT.
14. **Indemnification.** You agree to indemnify and hold harmless this Website, Hippo Solutions, its officers, directors, employees, third party licensors, and affiliates, from and against any losses, damages, fines and expenses (including attorney's fees and costs) arising out of or relating to any claims that You have used the Services or Content in violation of another party's rights, in violation of any law, in violations of any provisions of this Agreement, or any other claim related to Your use of the Services.
15. **Governing Law and Venue.** Your use of the Website and this Agreement shall be governed by the laws of the State of Tennessee where permitted. Should a dispute arise concerning this Agreement or the breach of this Agreement by any party, such dispute shall be brought in a court of competent jurisdiction in Williamson County, Tennessee. To the extent permitted by law, You agree that You will not bring, join or participate in any class action lawsuit as to any claim, dispute or controversy that You may have against Hippo Solutions. You agree to the entry of injunctive relief to stop such a lawsuit or to remove You as a participant in the suit.
16. **Attorneys' Fees.** In the event that Hippo Solutions must bring legal action in order to enforce this Agreement or You bring legal action against Hippo Solutions, and if Hippo Solutions prevails, You shall pay Hippo Solutions' costs of litigation, including reasonable attorneys' fees and court costs.
17. **Assignment.** This Agreement and any rights and licenses granted hereunder, may not be transferred or assigned by You, but may be assigned by Hippo Solutions without restriction.

**18. Survival of Terms.** The terms of Sections 3, 4, 6, 8, 9, 10, 12, 13, 14, 15, 16, and 17 of this Agreement shall remain in full force and effect notwithstanding the termination of this Agreement.

**19. Notice and Service of Process.** All notices, requests, claims, demands and other communications to Hippo Solutions shall be in writing and shall be given (and shall be deemed to have been duly given upon receipt) by delivery in person or by registered or certified mail (**email is not considered a valid method of communication for service of process to Hippo Solutions**). User shall send notices to Hippo Solutions as follows:

Hippo Solutions  
PO Box 680024  
Franklin, TN 37068-0024

Hippo Solutions is authorized to send any notices to a User under this Agreement to the mailing address, facsimile number and/or e-mail address associated with such User's Account, as such information may be updated by User from time to time. In the event that a User does not have a valid mailing address, facsimile number and/or e-mail address associated with User's Account, User agrees that service of process through the Secretary of State where User resides or is organized, shall be deemed effective service of process.

**20. Force Majeure.** Any delay in the performance of any duties or obligations of either party will not be considered a breach of this Agreement if such delay is caused by a labor dispute, shortage of materials, fire, earthquake, flood, war, terrorism, governmental act, failures of common carriers (including Internet service providers), acts of God, or any other event beyond the control of such party, provided that such party uses reasonable efforts, under the circumstances, to notify the other party of the circumstances causing the delay and to resume performance as soon as possible.