

2Mynds's products and services are provided by 2Mynds. These Terms of Use ("Terms") govern your use of 2Mynds's website, courses, and training ("Services"). By using our Services, you agree to be bound by these Terms, including the policies referenced. Please read these Terms carefully, and [contact us](#) if you have any questions.

Using 2Mynds services

Who May Use our Services

You may use our Services only if you can form a binding contract with 2Mynds, and only in compliance with these Terms and all applicable laws. When you create your 2Mynds account, and subsequently when you use certain features, you must provide us with accurate and complete information, and you agree to update your information to keep it accurate and complete. Any use or access by anyone under the age of 12 is prohibited, and certain courses may have additional requirements and/or restrictions.

Our License to You

Subject to these Terms and our policies, we grant you a limited, personal, non-exclusive, non-transferable, and revocable license to use our Services. You may download content from our Services only for your personal, non-commercial use, unless you obtain 2Mynds's written permission to otherwise use the content. You also agree that you will create, access, and/or use only one user account, and you will not share with any third party access to or access information for your account. Using our Services does not give you ownership of any intellectual property rights in our Services or the content you access.

Our Courses

Course Modifications

While we take pride in our courses, unexpected events do occur. 2Mynds reserves the right to cancel, interrupt, or reschedule any course or to modify any course content or the point value or weight of any assignment, quiz, or other assessment. Courses offered are subject to the Disclaimer section below.

Academic Credit

Unless otherwise explicitly indicated by a credit-granting institution, participation in or completion of a course does not confer any academic credit. Even if credit is awarded by one institution, there is no presumption that other institutions will accept that credit. 2Mynds has no obligation to have a course recognized by any educational institution or accreditation organization.

Your Content

User Content

The 2Mynds services enable you to share your content, such as quizzes, exams, and other assignments you submit, posts you make in the forums, and the like ("User Content"), with 2Mynds, instructors, and/or other users. You retain all intellectual property rights in, and are responsible for, the User Content you share.

How 2Mynds and Others May Use User Content

To the extent that you provide User Content, you grant 2Mynds a fully-transferable, royalty-free, perpetual, sub-licensable, non-exclusive, worldwide license to copy, distribute, modify, create derivative works based on, publicly perform, publicly display, and otherwise use the User Content. Nothing in these Terms shall restrict other legal rights 2Mynds may have to User Content, for example under other licenses. We reserve the right to remove or modify User Content for any reason, including User Content that we believe violates these Terms.

Feedback

We welcome your suggestions, ideas, comments, and other feedback regarding the Services ("Feedback"). By submitting any Feedback, you grant us the right to use the Feedback without any restriction or any compensation to you. By accepting your Feedback, 2Mynds does not waive any rights to use similar or related Feedback previously known to 2Mynds, developed by its employees or contractors, or obtained from other sources.

Acceptable Use

You are prohibited from using our Services to share content that:

- Contains illegal content or promotes illegal activities with the intent to commit such activities.
- Contains credible threats or organizes acts of real-world violence.
- Harasses others. We encourage commentary about people and matters of public interest, but abusive or otherwise inappropriate content directed at private individuals is not allowed.
- Violates intellectual property, privacy, or other rights. Do not share content that you do not have the right to share, claim content that you did not create as your own, or otherwise infringe or misappropriate someone else's intellectual property or other rights. Always attribute materials used or quoted by you to the original copyright owner.
- Spams others. Do not share irrelevant or inappropriate advertising, promotional, or solicitation content.
- Otherwise violates the 2Mynds Terms of Use.

You also aren't allowed to:

- Do anything that violates local, state, national or international law or breaches any of your contractual obligations or fiduciary duties.
- Share your password, let anyone access your account, or do anything that might put your account at risk.
- Attempt to access any other user's account.
- Reproduce, transfer, sell, resell, or otherwise misuse any content from our Services, unless specifically authorized to do so.
- Access, tamper with, or use non-public areas of our systems, unless specifically authorized to do so.
- Break or circumvent our authentication or security measures or otherwise test the vulnerability of our systems or networks, unless specifically authorized to do so.
- Try to reverse engineer any portion of our Services.
- Try to interfere with any user, host, or network, for example by sending a virus, overloading, spamming, or mail-bombing.

- Use our Services to distribute malware.
- Impersonate or misrepresent your affiliation with any person or entity.
- Encourage or help anyone do any of the things on this list.

Security

We care about the security of our users. While we work to protect the security of your account and related information, 2Mynds cannot guarantee that unauthorized third parties will not be able to defeat our security measures. Please notify us immediately of any compromise or unauthorized use of your account by emailing security@2mynds.org.

Copyright and Trademark Policy

2Mynds respects the intellectual property rights of our users, participating institutions, and other third parties and expects our users to do the same when using the Services. We have adopted and implemented the 2Mynds Copyright and Trademark Policy in accordance with applicable law, including the Digital Millennium Copyright Act.

Paid Services

2Mynds offers paid Services (e.g. courses, training, and coach memberships) for a fee. Unless otherwise stated, all fees are quoted in U.S. Dollars. You are responsible for paying all fees and applicable taxes in a timely manner with a payment mechanism associated with the applicable paid Services. If your payment method fails or your account is past due, we may collect fees using other collection mechanisms. Fees may vary based on your location and other factors, and 2Mynds reserves the right to change any fees at any time at its sole discretion. Any change, update, or modification will be effective immediately upon posting through the relevant Services. Refunds may be available for paid Services as described in the Refunds section.

Modifying and Terminating our Services

We are constantly changing and improving our Services. We may add or remove functions, features, or requirements, and we may suspend or stop a Service altogether. Accordingly, 2Mynds may terminate your use of any Service for any reason. If your use of a paid Service is terminated, a refund may be available. 2Mynds shall not have any

liability to you for any such action. You can stop using our Services at any time, although we'll be sorry to see you go.

Refunds

If you are found to be in violation of 2Mynds's Honor Code or otherwise violate the Terms of Use, you will not be issued a refund. For more information about our refund process, including instructions for requesting a refund, please visit our FAQ page.

The only eligible reason for eligibility for a refund is when course material was not generally accessible within 48 hours upon payment for the course. As soon as the course material becomes available, 2Mynds has no obligation to provide refunds or vouchers for any other Services.

Disclaimers

The services and all included content are provided on an "as is" basis without warranty of any kind, whether express or implied. The 2Mynds parties specifically disclaim any and all warranties and conditions of merchantability, fitness for a particular purpose, and non-infringement, and any warranties arising out of course of dealing or usage of trade. The 2Mynds parties further disclaim any and all liability related to your access or use of the services or any related content. You acknowledge and agree that any access to or use of the services or such content is at your own risk.

Limitation of Liability

To the maximum extent permitted by law, the 2Mynds parties shall not be liable for any indirect, incidental, special, consequential, or punitive damages, or any loss of profits or revenues, whether incurred directly or indirectly, or any loss of data, use, goodwill, or other intangible losses, resulting from: (a) your access to or use of or inability to access or use the services; (b) any conduct or content of any party other than the applicable 2Mynds party, including without limitation, any defamatory, offensive, or illegal conduct; or (c) unauthorized access, use, or alteration of your content or information. In no event shall 2Mynds' aggregate liability for all claims related to the services exceed twenty u.s. dollars (\$20) or the total amount of fees received by 2Mynds from you for the use of paid services during the past six months, whichever is greater.

You acknowledge and agree that the disclaimers and the limitations of liability set forth in this terms of use reflect a reasonable and fair allocation of risk between you and the 2Mynds parties, and that these limitations are an essential basis to 2Mynds's ability to make the services available to you on an economically feasible basis. You agree that any cause of action related to the services must commence within one (1) year after the cause of action accrues. Otherwise, such cause of action is permanently barred.

Indemnification

You agree to indemnify, defend, and hold harmless the 2Mynds Parties from any and all claims, liabilities, expenses, and damages, including reasonable attorneys' fees and costs, made by any third party related to: (a) your use or attempted use of the Services in violation of these Terms; (b) your violation of any law or rights of any third party; or (c) User Content, including without limitation any claim of infringement or misappropriation of intellectual property or other proprietary rights.

Governing Law and Jurisdiction

The Services are managed by 2Mynds, which is located in Santa Clara County, California. You agree that any dispute related to these Terms will be governed by the laws of the State of California, excluding its conflicts of law provisions. You further consent to the personal jurisdiction of and exclusive venue in the federal and state courts located in and serving Santa Clara County, California as the legal forum for any such dispute.

Excluding claims for injunctive or other equitable relief, for claims related to the Services where the total amount sought is less than ten thousand U.S. Dollars (\$10,000.00 USD), either you or 2Mynds may elect at any point during the dispute to resolve the claim through binding, non-appearance-based arbitration. The dispute will then be resolved using an established alternative dispute resolution ("ADR") provider, mutually agreed upon by you and 2Mynds. The parties and the selected ADR provider shall not involve any personal appearance by the parties or witnesses, unless otherwise mutually agreed by the parties; rather, the arbitration shall be conducted, at the option of the party seeking relief, online, by telephone, or via written submissions alone. Any judgment rendered by the arbitrator may be entered in any court of competent jurisdiction.

General Terms

Revisions to the Terms

We reserve the right to revise the Terms at our sole discretion at any time. Any revisions to the Terms will be effective immediately upon posting by us. For any material changes to the Terms, we will take reasonable steps to notify you of such changes. In all cases, your continued use of the Services after publication of such changes, with or without notification, constitutes binding acceptance of the revised Terms.

Waiver

If it turns out that a particular provision of these Terms is not enforceable, this will not affect any other terms. If you do not comply with these Terms, and we do not take immediate action, this does not indicate that we relinquish any rights that we may have (such as taking action in the future).

Notice for California Users

Under California Civil Code Section 1789.3, California website users are entitled to the following specific consumer rights notice: The Complaint Assistance Unit of the Division of Consumer Services of the California Department of Consumer Affairs may be contacted in writing at 1625 N. Market Blvd., Suite S-202, Sacramento, California 95834, or by telephone at (800) 952-5210.