

# EnrollPro Terms of Use Agreement

Last updated September 1, 2023.

This EnrollPro Terms of Use Agreement (“**Terms of Use**”) establishes a contract between you (“**Account Holder**”), and Wellness Tools, LLC, (“**Wellness Tools**”, “we”, “us” and “our”), and governs your use of our website [www.enroll.pro](http://www.enroll.pro) and EnrollPro mobile application (collectively, “**EnrollPro Software**”). Wellness Tools is the developer and owner of the copyright in EnrollPro Software. By establishing an account with and using the EnrollPro Software, you agree to these Terms of Use.

EnrollPro Software operates as both a mobile application and a website. EnrollPro Software was designed specifically for use by Distributors in the direct selling industry, to assist in introductory processes with prospects, meeting customer service commitments and obligations, and performing in the role of a Distributor successfully. EnrollPro Software integrates features for managing customer relationships with prepared marketing materials, mentorship, and training. Distributors may also support a contact in becoming a distributor of product. Feature availability is based on your subscription option to EnrollPro Software, with two available choices: (1) Basic Subscription; and (2) Premium Subscription.

The Basic Subscription features assist Distributors to manage personal contacts, increase sales, and advance contacts to enrollment and beyond as customers or distributors. The Premium Subscription features assist Distributors to communicate with contacts via text and email, access a library of Marketing Materials (defined below), upload images to create customized materials, and provide training, mentoring, and marketing to downline contacts for effective distributorship growth. Text communication is included in the Premium Subscription option. The cost of the Premium Subscription is \$26.99 per month or \$294.99 annually. Compare the features in the table below.

<b>FEES AND FEATURES</b>	<b>BASIC</b>	<b>PREMIUM</b>
Monthly Fee	\$6.99 USD	\$26.99 USD
Annual Fee	N/A	\$294.99 USD
Manage personal contacts	Included	Included
Advance contacts to enrollment and beyond	Included	Included
Communication via email (text if available)	N/A	Included
Library of Marketing Materials	N/A	Included
Create customized marketing	N/A	Included
Downline training, mentoring, & marketing	N/A	Included
Communication text bundle per month	N/A	Included (U.S. and Canada only)

## 1. DEFINITIONS

Capitalized terms not defined in this section 1 Definitions shall have those meanings defined in the sections of this Terms of Use in which they appear.

**1.1 “Account Holder”** means the subscriber to EnrollPro Software and any authorized user or representative of the subscriber;

**1.2 “Approved Use Icon”** means an icon that identifies the sole and exclusive uses that Account Holders may make of Marketing Materials in accordance with the terms and conditions of these Terms of Use;

**1.3 “Confidential Information”** means any and all information disclosed by either party (the “Disclosing Party”) to the other (the “Receiving Party”), which is marked “confidential” or “proprietary” or which should reasonably be understood by the Receiving Party to be confidential or proprietary, including, but not limited to, Customer Data, any information that relates to business plans, services, marketing or finances, research, product plans, products, developments, inventions, processes, designs, drawings, engineering, formulae, markets, software (including source and object code), hardware configuration, computer programs, and algorithms of the Disclosing Party;

**1.4 “Contact”** means the record of an individual stored in the EnrollPro platform associated with an Account Holder account;

**1.5 “Distributor”** means an individual who has enrolled as an independent consultant or contractor with a direct selling entity;

**1.6 “EnrollPro Software”** means the website [www.enroll.pro](http://www.enroll.pro), EnrollPro mobile application, and other services offered by Wellness Tools, LLC;

**1.7 “Marketing Materials”** means materials available in the EnrollPro Software for the purpose of promoting the products, including but not limited to, the brochures, flyers, campaigns, whether in .PDF format, HTML format, or other format;

**1.8 “Personal Data”** means any information relating to an identified or identifiable natural person; and

**1.9 “Process” or “Processing”** means any operation or set of operations which is performed on personal data or sets of personal data, whether or not by automated means, such as collection, recording, organization, structuring, storage, adaptation or alteration, retrieval, consultation, use, disclosure by transmission, dissemination or otherwise making available, alignment or combination, restriction, erasure or destruction.

## 2. DATA PRIVACY AND ACCEPTABLE USE

Our Privacy Policy governs any Personal Data you provide to us. By using the EnrollPro Software you agree to the terms of the Privacy Policy, which is available at <https://enroll.pro/policies/privacy>. The Terms of Use also incorporates the EnrollPro Data Processing Addendum by reference, which may be accessed at <https://enroll.pro/dataprocessingaddendum>. Use of the EnrollPro Software is conditional upon compliance with the EnrollPro Acceptable Use Policy, which is incorporated into the Terms of Use by reference, and may be accessed at <https://enroll.pro/acceptableusepolicy>. Wellness Tools reserves the right to terminate the subscription of an Account Holder for breaching the Terms of Use or EnrollPro Data Processing Addendum, or for non-compliance with the EnrollPro Acceptable Use Policy or Privacy Policy.

## 3. DATA PROCESSING

EnrollPro Software has been designed to assist Distributors to Process Personal Data for marketing, reporting, and customer relationship management purposes that promote sales of products and enable Distributors to perform the following processing activities:

- Store contact information of individuals;
- Communicate with individuals through email and text;
- Establish tasks associated with individuals;
- Track communication and status of individuals based upon goals for creating successful prospect, customer, or downline experiences, increase sales, and advance contacts to enrollment and beyond as customers or distributors;
- Record notes associated with individuals;
- Grow a distributorship by managing customers through to enrollment and beyond as a Distributor;
- Give regular sales and organizational training, guidance, and encouragement to the Distributor's downline; maintain contact with everyone in the downline; be available to answer questions;
- Provide Marketing Materials for use with Contacts;
- Enable upload of customized materials for use with Contacts;
- Exercise best efforts to ensure all Distributors in the downline properly understand and comply with their obligations, including applicable Terms and Conditions, policies, national and local laws, ordinances, and regulations (including data protection); and
- Provide training to ensure that product sales and opportunity meetings conducted by Distributors in the downline are conducted in accordance with the applicable

Terms and Conditions, policies, national and local laws, ordinances, and regulations (including data protection).

You agree that you will only use EnrollPro Software consistent with these purposes.

Personal Data is also Processed in order to facilitate payment for premium EnrollPro Software features, perform web analytics on use of EnrollPro Software, and to monitor data security. This Processing is performed in order to fulfill our agreement with you and/or for legitimate business purposes.

## 4. DATA PROTECTION

You have sole responsibility for any and all Personal Data of Contacts used and submitted in connection with your use of the EnrollPro Software, and Wellness Tools has no responsibility in connection thereto. You also hereby agree to comply with applicable Terms and Conditions and policies to which you are subject as a Distributor when submitting Personal Data. Wellness Tools is a data Processor and as such Processes Personal Data on behalf of its Account Holders, who are Distributors, who initiate Processing instructions through EnrollPro Software features.

## 5. EMAILS AND TEXT MESSAGES

Wellness Tools sends emails and text messages to your Contacts, in your name, as your agent, at your request, and on your behalf. You are solely responsible for those emails and text messages and their contents.

## 6. LICENSE TO USE ENROLLPRO SOFTWARE

Subject to these Terms of Use and your compliance herewith, Wellness Tools grants you a limited, revocable, non-exclusive, non-sublicensable, non-transferable license to:

- Use the EnrollPro Software to manage contacts and Distributors, mentor other Distributors, train other Distributors, communicate with Contacts and Distributors, and access, develop, distribute marketing campaigns and materials, and access analysis and reporting of the foregoing; and
- Use the Marketing Materials solely in accordance with the terms and conditions for the associated Approved Use Icon, as set forth in Section 9 of these Terms of Use.

The licenses in this Section 6 are subject to conditions, restrictions, and limitations as set forth elsewhere in these Terms of Use.

## 7. PROTECTION OF THE ENROLLPRO SOFTWARE

You acknowledge and agree that the EnrollPro Software is proprietary to Wellness Tools (and its licensors, if any) and includes valuable trade secrets, copyrights, and intellectual property of Wellness Tools (and its licensors, if any). Accordingly, you agree to not:

- Except as expressly permitted under these Terms of Use, distribute, sell, lease or sublicense the EnrollPro Software or obtain access thereto to derive revenue from the use or provision of the EnrollPro Software whether for direct commercial benefit, monetary gain, or otherwise, unless you obtain the express prior written consent of Wellness Tools;
- Modify, adapt, alter, translate, or create derivative works based on the EnrollPro Software or any materials from the EnrollPro Software;
- Merge or combine the EnrollPro Software or any materials from the EnrollPro Software with other programs, software, services or products, unless you obtain the express prior written consent of Wellness Tools;
- Use any Marketing Materials in any communications except those made through the EnrollPro Software and otherwise in accordance with the terms and conditions for the associated Approved Use Icon, as set forth in Section 16 of these Terms of Use;
- Engage in any use of the EnrollPro Software that exceeds the scope of the EnrollPro Software License provided in Section 13; or
- Remove, alter, or obscure in any way Wellness Tools' proprietary rights notices (including copyright and trademark notices) on or within the EnrollPro Software, Marketing Materials, and related materials.

If you fail to comply with any of the foregoing in breach of these Terms of Use, your right to use the EnrollPro Software will stop immediately and you must, at our option, return or destroy any copies of the materials you have made. Wellness Tools reserves the right to pursue all legal claims and remedies available under applicable law for breach of these Terms of Use.

## 8. INTELLECTUAL PROPERTY

The EnrollPro Software and its entire contents, features, and functionality (including but not limited to all information, software, text, displays, images, video, and audio, and the design, selection, and arrangement thereof) are owned by Wellness Tools (and its licensors or other providers of such material, if any) and are protected by United States and international copyright, trademark, patent, trade secret, and other intellectual property or proprietary rights laws.

No right, title, or interest in or to the EnrollPro Software or any content on the EnrollPro Software, including, without limitation, the Marketing Materials, is transferred to you, and all rights not expressly granted are reserved by Wellness Tools. Any use of the EnrollPro Software not expressly permitted by these Terms of Use is a breach of these Terms of Use and may violate copyright, trademark, and other laws.

## 9. MARKETING MATERIALS AND APPROVED USE ICONS

The Marketing Materials constitute the intellectual property of Wellness Tools. Each distributable item of Marketing Materials within the EnrollPro Software is marked with a specific icon(s) indicating the terms of its copyright permission-based use. You agree that you will only use Marketing Materials in communications made through the EnrollPro Software and otherwise in accordance with the following terms and conditions associated with the Approved Use Icon for the Marketing Materials:



**Email.** You are solely permitted to distribute Marketing Materials associated with this Approved Use Icon via email from the EnrollPro Software.



**Text.** You are solely permitted to distribute Marketing Materials associated with this Approved Use Icon via text from the EnrollPro Software.



**Social Media.** You are solely permitted to display Marketing Materials associated with this Approved Use Icon on your personal or business social media account.



**Print.** You are solely permitted to (a) reproduce Marketing Materials associated with this Approved Use Icon via print and (b) distribute the printed Marketing Materials associated with this Approved Use Icon to the end user of a particular product associated with the Marketing Materials. Any further reproduction or distribution is expressly prohibited.



**Video.** You are solely permitted to publicly display Marketing Materials associated with this Approved Use Icon as part of a digital presentation made via web-based video or streaming or other digital media video production.

You are prohibited from directly or indirectly making any additional or different uses of Marketing Materials not expressly permitted above.

## 10. COPYRIGHT INFRINGEMENT

If you believe any materials accessible on the Services infringe your copyright, you may request removal of those materials from the Services by submitting written notification to our Copyright Agent (designated below). In accordance with the Digital Millennium Copyright Act (17 U.S.C. § 512) (“DMCA”), the written notice must include substantially the following:

1. A description of the copyrighted work that you believe has been infringed;
2. A description of what the allegedly infringing work is;
3. A description of the location where the allegedly infringing work is located on the Services;
4. An address, telephone number, and email address where you can be contacted;
5. A statement that you have a good faith belief that the disputed use is not authorized by the copyright owner, its agent or the law;

6. A physical or electronic signature of a person authorized to act on behalf of the owner of the copyright; and
7. A statement, made under penalty of perjury, that the above information in the notice is accurate and that the signatory is the copyright owner or is authorized to act on behalf of the copyright owner.

Our Designated Agent can be reached at:

Stoel Rives LLP  
201 South Main Street, Suite 1100  
Salt Lake City, UT 84111  
Phone: 801-328-3131  
Email: cr-slc@stoel.com

Please note it is the policy of Wellness Tools to terminate the user accounts of repeat infringers.

## 11. TRADEMARKS

The EnrollPro name and all related names, logos, product and service names, designs, and slogans are trademarks of Wellness Tools or its affiliates or licensors. You must not use such marks without the prior written permission of Wellness Tools. All other names, logos, product and service names, designs, and slogans on the EnrollPro Software are the trademarks of their respective owners and should not be used without the prior written permission of such owners.

## 12. USER CONTRIBUTIONS

Wellness Tools reserves the right to use message boards, chat rooms, personal web pages or profiles, forums, bulletin boards, and other interactive features (collectively, "**Interactive Services**") that allow users to post, submit, publish, display, or transmit to other users or other persons (hereinafter, "**post**") content or materials (collectively, "**User Contributions**") on or through the EnrollPro Software.

All User Contributions must comply with the content standards set out in the Acceptable Use Policy.

Any User Contribution you post to the site will be considered non-confidential and non-proprietary. By providing any User Contribution on the EnrollPro Software, you grant us and our affiliates and service providers, and each of their and our respective licensees, successors, and assigns the right to use, reproduce, modify, perform, display, distribute, and otherwise disclose to third parties any such material for any purpose.

You represent and warrant that:

- You own or control all rights in and to the User Contributions and have the right to grant the license granted above to us and our affiliates and service providers, and each of their and our respective licensees, successors, and assigns; and

- All of your User Contributions do and will comply with these Terms of Use.

You understand and acknowledge that you are responsible for any User Contributions you submit or contribute, and you, not Wellness Tools, have full responsibility for such content, including its legality, reliability, accuracy, and appropriateness.

We are not responsible or liable to any third party for the content or accuracy of any User Contributions posted by you or any other user of the Website. You will indemnify Wellness Tools from and against any and all liability, claims, losses, damages and costs relating to the User Contributions.

### 13. MONITORING AND ENFORCEMENT; TERMINATION

#### We have the right to:

- Remove or refuse to post any User Contributions for any or no reason in our sole discretion;
- Take any action with respect to any User Contribution that we deem necessary or appropriate in our sole discretion, including if we believe that such User Contribution violates the Terms of Use, including the content standards set out in the Acceptable Use Policy, infringes any intellectual property right or other right of any person or entity, threatens the personal safety of users of the EnrollPro Software or the public, or could create liability for the Wellness Tools; disclose your identity or other information about you to any third party who claims that material posted by you violates their rights, including their intellectual property rights or their right to privacy;
- Take appropriate legal action, including without limitation, referral to law enforcement, for any illegal or unauthorized use of the EnrollPro Software; and
- Terminate or suspend your access to all or part of the EnrollPro Software for any or no reason, including without limitation, any violation of these Terms of Use. In the event we terminate your subscription, we will provide you with a prorated refund for any unused fees for premium services that you may have prepaid.
- Temporarily disable an Account Holder's account or remove the infringing material if Wellness Tools receives a notice alleging that material on an Account Holder's generated marketing material infringes another person's intellectual property.
- Immediately terminate the subscription of the Account Holder as a protective measure if Wellness Tools receives more than one notice alleging that material on an Account Holder's generated marketing material infringes another person's intellectual property. In the event we terminate your subscription, we will provide you with a prorated refund for any unused fees for premium services that you may have prepaid.

Without limiting the foregoing, we have the right to cooperate fully with any law enforcement authorities or court order requesting or directing us to disclose the identity or other information of anyone posting any materials on or through the EnrollPro Software. YOU WAIVE AND HOLD HARMLESS WELLNESS TOOLS AND ITS AFFILIATES, LICENSEES, AND SERVICE PROVIDERS FROM ANY CLAIMS RESULTING



FROM ANY ACTION TAKEN BY ANY OF THE FOREGOING PARTIES DURING, OR TAKEN AS A CONSEQUENCE OF, INVESTIGATIONS BY EITHER SUCH PARTIES OR LAW ENFORCEMENT AUTHORITIES.

However, we do not undertake to review all material before it is posted on the EnrollPro Software, and cannot ensure prompt removal of objectionable material after it has been posted. Accordingly, we assume no liability for any action or inaction regarding transmissions, communications, or content provided by any user or third party. We have no liability or responsibility to anyone for performance or nonperformance of the activities described in this section.

## 14. MODIFICATION

We may modify, update, or discontinue the EnrollPro Software, including any of its portions or features at any time without liability to you or anyone else. However, we will make reasonable effort to notify you before we make the change. We will also allow you fourteen (14) days to access your content. If we discontinue EnrollPro Software in its entirety, then we will provide you with a prorated refund for any unused fees for premium services that you may have prepaid.

## 15. ACCOUNT INFORMATION

You are responsible for all activity that occurs via your account. Please notify Wellness Tools immediately if you become aware of any unauthorized use of your account.

## 16. PROHIBITED USES

You may use the EnrollPro Software only for lawful purposes and in accordance with these Terms of Use. You agree not to use the EnrollPro Software:

- In any way that violates any applicable federal, state, local, or international law or regulation (including, without limitation, any laws regarding the export of data or software to and from the US or other countries);
- In a way that violates any applicable Terms and Conditions or policies you are under as a Distributor, including infringement of any intellectual property rights or confidential property rights as defined in any applicable Terms and Conditions or policies;
- For the purpose of exploiting, harming, or attempting to exploit or harm minors in any way by exposing them to inappropriate content, asking for personally identifiable information, or otherwise;
- To collect, process or store Personal Data of children under the age of eighteen (18);
- To violate the rights of others;
- To send, knowingly receive, upload, download, use, re-use or share any content or material that is unlawful, harmful, threatening, abusive, tortious, defamatory, libelous, vulgar, lewd, profane, invasive of another's privacy, hateful or that

otherwise does not comply with the content standards set out in the Acceptable Use Policy;

- To impersonate or attempt to impersonate Wellness Tools, a Wellness Tools employee, another user, or any other person or entity, or falsely state or otherwise misrepresent your affiliation with a person or entity (including, without limitation, by using email addresses or screen names associated with any of the foregoing);
- To spam or distribute malware;
- To upload material and images in violation of intellectual property rights, or that is vulgar or inappropriate, or that is uploaded without first obtaining the consent of individuals for use of their image; or
- To engage in any other conduct that restricts or inhibits anyone's use or enjoyment of the EnrollPro Software, or which, as determined by us, may harm Wellness Tools or users of the EnrollPro Software, or expose them to liability.

Additionally, you agree not to:

- Use the EnrollPro Software in any manner that could disable, overburden, damage, or impair the EnrollPro Software or interfere with any other party's use of the EnrollPro Software, including their ability to engage in real time activities through the EnrollPro Software;
- Use any robot, spider, or other automatic device, process, or means to access the EnrollPro Software for any purpose, including monitoring or copying any of the material on the EnrollPro Software;
- Use any device, software, or routine that interferes with the proper working of the EnrollPro Software;
- Introduce any viruses, Trojan horses, worms, logic bombs, or other material that is malicious or technologically harmful;
- Attempt to gain unauthorized access to, interfere with, damage, or disrupt any parts of the EnrollPro Software, the server on which the EnrollPro Software is stored, or any server, computer, or database connected to the EnrollPro Software;
- Attack the EnrollPro Software via a denial-of-service attack or a distributed denial-of-service attack; or
- Otherwise attempt to interfere with the proper working of the EnrollPro Software.

## 17. CREDIT CARD INFORMATION

If you do not notify us of updates to your payment method, to avoid interruption of your service, we may participate in programs supported by your card provider to try to update your payment information, and you authorize us to continue billing your account with the updated information that we obtain.

## 18. CHOICE OF LAW

Your relationship is with Wellness Tools, LLC, a Utah company, and is governed by the law of Utah, United States of America.

## 19. ELIGIBILITY

You may only use the EnrollPro Software if you are over eighteen (18) years old.

## 20. PRIVACY

Our Privacy Policy governs any Personal Data you provide to us. By using the EnrollPro Software you agree to the terms of the Privacy Policy, which is available at <https://enroll.pro/policies/privacy>. The Terms of Use also incorporates the EnrollPro Data Processing Addendum by reference, which may be accessed at <https://enroll.pro/dataprocessingaddendum>.

## 21. ENROLLPRO WEBSITE USAGE DATA

We use web analytics to analyze information about how you use EnrollPro Software only generically. This information allows us to provide you with a more personalized experience, and helps us improve product quality and features. Web analytics use cookies to gather this information.

## 22. AVAILABILITY

Not all EnrollPro Software features are available worldwide. Features that are available that allow user-generated content may not be legal in your country. We may block access to certain features in certain countries. It is your responsibility to make sure your use of the features is legal where you use them. Features are not available in all languages.

## 23. USE OF ENROLLPRO SOFTWARE

Subject to your compliance with these Terms of Use, you may access and use the EnrollPro Software that Wellness Tools makes available, and that is licensed by you.

## 24. TERM AND TERMINATION

These Terms of Use will begin when you register as an Account Holder or otherwise begin using the EnrollPro Software and will continue on a month-to-month basis until terminated in accordance with these Terms of Use.

We may temporarily suspend or permanently terminate your access to the EnrollPro Software at any time, with or without notice, upon your failure to (a) pay any fees due to us, or (b) access the EnrollPro Software for a period of twelve (12) consecutive months for Basic Subscriptions.

Either party may provide written notice of termination for convenience at the end of the month-to-month term or annual term, in which case these Terms of Use will immediately terminate.

In addition to any other express termination right set forth elsewhere in these Terms of Use: (i) we may terminate these Terms of Use, effective on written notice to you, if you breach any of your obligations under Section 20; (ii) either party may terminate these Terms of Use, effective on written notice to the other party, if the other party materially breaches these Terms of Use, and such breach remains uncured thirty (30) days after the non-breaching party provides the breaching party with written notice of such breach; and (iii) either party may terminate these Terms of Use, effective immediately upon written notice to the other party, if the other party: (a) becomes insolvent or is generally unable to pay, or fails to pay, its debts as they become due; (b) files or has filed against it, a petition for voluntary or involuntary bankruptcy or otherwise becomes subject, voluntarily or involuntarily, to any proceeding under any domestic or foreign bankruptcy or insolvency law; (c) makes or seeks to make a general assignment for the benefit of its creditors; or (d) applies for or has appointed a receiver, trustee, custodian or similar agent appointed by order of any court of competent jurisdiction to take charge of or sell any material portion of its property or business.

Upon termination of these Terms of Use for any reason (i) and upon request sent via [support@enroll.pro](mailto:support@enroll.pro), we will make Contact Information (name, phone, email) available to you in accordance with our then standard procedures for a period of thirty (30) days, after which it may be destroyed or not otherwise accessible, (ii) we may disable access to the EnrollPro Software, and all applicable licenses and other rights granted to you will immediately terminate, and (iii) you will immediately cease all use of EnrollPro Software, and our Confidential Information, and (a) within ten (10) days return to us, or at our written request destroy, all documents and tangible materials containing, reflecting, incorporating or based on Marketing Materials or our Confidential Information; (b) permanently erase all Marketing Materials and our Confidential Information from all systems you directly or indirectly control; and (c) certify to us in a signed written instrument that you have complied with these requirements. Termination will not relieve you of the obligation to pay any fees due or payable to us prior to the effective date of termination and such fees will become immediately due and payable. Notwithstanding anything to the contrary in these Terms of Use, we may retain any of your Confidential Information to the extent and for so long as required by our document retention policies and applicable law so long as we retain such Confidential Information in accordance with these Terms of Use.

## 25. INDEMNIFICATION

You will defend, indemnify, and hold us and our affiliates, licensors, and service providers, and our and their respective officers, directors, employees, contractors, agents, licensors, suppliers, successors, and assigns from and against any claims, liabilities, damages, judgments, awards, losses, costs, expenses, or fees (including reasonable attorneys' fees) arising out of or relating to your violation of these Terms of

Use or your use of the EnrollPro Software, including, but not limited to, your User Contributions, any use of the EnrollPro Software's content, services, and products other than as expressly authorized in these Terms of Use, or your use of any information obtained from the EnrollPro Software.

## 26. DISCLAIMERS OF WARRANTIES

EnrollPro Software is provided "AS-IS." To the maximum extent permitted by law, we disclaim all warranties express or implied, including the implied warranties of non-infringement, merchantability, and fitness for a particular purpose. We make no commitments about the content within the EnrollPro Software. We further disclaim any warranty that (a) the EnrollPro Software will meet your requirements or will be constantly available, uninterrupted, timely, secure, or error-free; (b) the results that may be obtained from the use of the EnrollPro Software will be effective, accurate, or reliable; (c) the quality of the EnrollPro Software will meet your expectations; or that (d) any errors or defects in the EnrollPro Software will be corrected. We specifically disclaim any liability for any actions resulting from your use of any EnrollPro Software. You may use and access the EnrollPro Software at your own discretion and risk, and you are solely responsible for any damage to your computer system or loss of data that results from the use and access of the EnrollPro Software.

## 27. LIMITATION OF LIABILITY

We are not liable to you or anyone else for: (a) any loss of use, data, goodwill, or profits, whether or not foreseeable; and (b) any special, incidental, indirect, consequential, or punitive damages whatsoever (even if we have been advised of the possibility of these damages), including those (c) resulting from loss of use, data, or profits, whether or not foreseeable, (d) based on any theory of liability, including breach of contract or warranty, negligence or other tortious action, or (e) arising from any other claim arising out of or in connection with your use of or access to the EnrollPro Software. Nothing in these terms limits or excludes our liability for gross negligence, for our (or our employees') intentional misconduct, or for death or personal injury. Our total liability in any matter arising out of or related to these Terms of Use is limited to US \$100 or the aggregate amount that you paid for access to the EnrollPro Software during the three-month period preceding the event giving rise to the liability, whichever is larger. This limitation will apply even if we have been advised of the possibility of the liability exceeding the amount and notwithstanding any failure of essential purpose of any limited remedy. The limitations and exclusions in this Section 34 apply to the maximum extent permitted by law.

## 28. EXPORT CONTROL LAWS

EnrollPro Software and content and your use of the EnrollPro Software, and content, are subject to U.S. and international laws, restrictions, and regulations that may govern the import, export, and use of the EnrollPro Software and content. You agree to comply with all the laws, restrictions, and regulations.

## 29. RESOLUTION OF DISPUTES AND CONCERNS

For any concern or dispute you may have, you agree to first try to resolve the dispute informally by contacting us. If a dispute is not resolved within 30 days of submission, the matter may be referred to the appropriate court in the State of Utah in the United States of America.

## 30. NO CLASS ACTIONS

You may only resolve disputes with us on an individual basis, and may not bring a claim as a plaintiff or a class member in a class, consolidated, or representative action.

## 31. ENGLISH VERSION

The English version of these Terms of Use will be the version used when interpreting or construing these Terms of Use.

## 32. NOTICES

We may notify you by email, postal mail, postings within the EnrollPro Software, or other legally acceptable means. You may send notices to us at [support@enroll.pro](mailto:support@enroll.pro). A physical address will be provided upon request if this is required for notice delivery.

## 33. ENTIRE AGREEMENT

These Terms of Use constitute the entire agreement between you and us regarding your use of the EnrollPro Software.

## 34. NON-ASSIGNMENT

You may not assign or otherwise transfer your rights to the EnrollPro Software, these Terms of Use or your rights and obligations under these Terms of Use, in whole or in part, without our written consent and any such attempt will be void. We may transfer our rights under these Terms of Use to a third party.

## 35. SEVERABILITY

If a particular term in these Terms of Use is not enforceable, the unenforceability of that term will not affect any other terms in the Terms of Use.

## 36. NO WAIVER

Our failure to enforce or exercise any term in these Terms of Use is not a waiver of that section.