

# Human Intelligence™ Institute Certification Terms and Conditions

*Last Updated July 23, 2025*

The Human Intel Institute (“**HII**”, “**us**,” “**our**,” or “**we**”) is a certifying body that exists to validate human ingenuity and protect human-created content. HII offers copyright holders of certain intellectual property and other works (each a “**Work**”) the option to certify that they are a natural person and their Work is human created (each a “**Certification**”). These Certification Terms and Conditions (or “**Terms**”) are a binding agreement between HII and you and govern your application for and/or receipt of a Certification and your use of any and all HII services (collectively, the “**Services**”) and incorporate by reference all applicable terms and conditions of use, instructions, and HII policies posted to HII’s website.

YOU ACCEPT THESE TERMS BY CLICKING TO ACCEPT THE TERMS WHERE THE OPTION IS MADE AVAILABLE TO YOU OR BY SUBMITTING YOUR WORK FOR CERTIFICATION.

THESE TERMS INCLUDE A CLASS ACTION WAIVER AND AN ARBITRATION AGREEMENT THAT GOVERNS ANY DISPUTES BETWEEN YOU AND HII.

## 1. Eligibility and Acceptance

To use the Services, you must: (a) be physically located in a jurisdiction where HII offers the Services and where the use of the Services is unrestricted and unprohibited by applicable law; (b) be at least 18 years old, unless the laws of your jurisdiction require you to be older than 18 for HII to lawfully provide the Services to you, then you must be the older age as so required; (c) have the necessary authority and capacity to enter into a contract with HII; (d) be not previously suspended or removed from our Services; and (d) at all times abide by these Terms. If you are under the age of majority in your jurisdiction (a “**Minor**”), your parent or guardian must review and accept these Terms on your behalf and agree to be responsible for your Certification (if any) and your use of the Services. HII may allow a Minor to use certain Services with the verified consent of a parent or legal guardian as HII deems acceptable. A parent or legal guardian may be asked to provide additional documentation or perform additional actions as part of the verification and approval process as consistent with applicable law. If you do not follow or qualify under these requirements, we reserve the right to suspend your use of the Services without notice to you.

## 2. Registration

Some of our Services may only be available via HII’s website or are only available to you if you register and create an account as a website user. When you create an account, you must provide information like your legal name, contact information, and details about your Work and your business. Each website user must create a username and password. You hereby agree to provide true, accurate, current, and complete information about yourself and your Work and to update your information to keep it current and accurate within a reasonable time after any change to that data. You agree to use the Services for only lawful purposes and in compliance with these Terms. You are prohibited from allowing others to access your account or use the Services through your account. You are solely responsible for maintaining the confidentiality of your login and password for the Services, and for all activities that occur using your access credentials. Any information that you provide to us will also be subject to our Privacy Policy.

## 3. Certifications

HII’s various Certifications provide a means to distinguish between natural persons versus synthetic personas or presentations produced via artificial intelligence or other automated or machine technologies that emulate human intelligence or behavior or between human-created Works versus machine-generated content. The Certifications give you options to validate yourself as a natural person and your Work as being the result of human ingenuity. To seek a Certification, you must successfully complete the requirements applicable to the Certification level and type of your choosing, subject to HII approval. You acknowledge that your Certification is not considered granted unless and until you meet all applicable requirements for the specified Certification level.

- a. Ownership of Work.** As between you and HII, you own your Work. If HII is deemed the owner of any of your Work that is intended to be owned by you pursuant to these Terms, HII hereby assigns to you all its right, title, and interest in and to such Content. Your Certification of your Work is not a grant of rights to HII or any third party except as expressly provided in these Terms. In consideration for receipt of a Certification, you grant to HII a non-exclusive, transferable, sublicensable, worldwide, royalty-free license to use, copy, modify, publicly display, publicly perform, reproduce, translate, create derivative works from, and distribute your Certification Details in whole or in part, including without limitation the right to post your Certification Details to HII's website or other HI-owned channels as we determine necessary to provide the Services or support our business activities.
- b. Certification Details.** By submitting information to HII for the purpose of receiving a Certification, you represent and warrant as follows:
- i. You are a natural person having the name, identity, and contact details stated in your applicable for Certification;
  - ii. All information you submit to HII related to your status as a natural person, your identity, and the Work (the "**Certification Details**") is accurate, complete, and up to date;
  - iii. Your Work is human created, does not contain content that was generated by artificial intelligence, and meets all requirements stated for the applicable Certification level and type;
  - iv. As to any Work for which you seek Certification, (y) you created the Work and is contents or you hold all right, title, and interest in and to the Work without infringing on the intellectual property rights of any third party; and (z) you are legally authorized to apply for and receive a Certification for the Work naming yourself as the creator or copyright holder and claiming rights to and control of the Work as stated in the Certification; and
  - v. Your use of the Services and your receipt and use of the Certification does not and will not infringe, misappropriate, or violate a third party's patent, copyright, trademark, trade secret, moral rights, or other intellectual property rights, or rights of publicity or privacy.
- c. Certification Mark.** Upon successful completion of the applicable Certification requirements and subject to these Terms, HII grants you a personal, non-exclusive, non-transferable, revocable license to use the applicable Certification designation and associated HII logo ("**Certification Mark**") for the sole purpose of indicating that your Work and your verifiable identity and status as a natural person and the creator of the Work meets the criteria for the applicable Certification Mark. You may use your Certification Mark to demonstrate to third parties that your work is human-created and meets the applicable Certification standards. HII retains all rights, title, and interests in the Certification Mark. Nothing herein shall be construed to grant any other rights to you. You may not use the Certification Mark in any way that: i) may be construed to establish an affiliation between HII and any third parties other than you; or ii) negatively impacts our reputation or goodwill. You acknowledge that HII is the exclusive owner of all right, title and interest in the Certification Mark, that you shall take no action inconsistent with our ownership of the Certification Mark, and that your use shall comply with these Terms and all applicable HII policies.
- d. Limitations of Use.** You understand and agree that a Certification and your use of the Certification Mark is an attestation of your Work as meeting the requirements and standards of the applicable Certification level representing:
- i. Your Certification Details have been provided to HII in a form and manner that HII deems to be acceptable;
  - ii. You have sworn under penalty of perjury that the Work is human created and meets applicable Certification standards and HII has taken commercially reasonable steps to confirm that Work meets such standards; and

- iii. Third parties that rely on the Certification or Certification Mark in their commercial or business decisions related to the Work may seek remedies available under law against you if the Work is found or determined to not meet the standards indicated by the Certification.

Notwithstanding the foregoing, you understand and agree that a Certification or use of the Certification Mark is not in any way a verification of a person's purported identity for legal purposes nor a warranty or guarantee of a Work's authenticity, value or worth, or that the Work is merchantable, non-infringing, or fit for any particular purpose; any representations made to the contrary by you are strictly prohibited.

- e. **Do Not Train.** Your receipt of a Certification does not grant any third party any rights to use your Work in the training, development, marketing, or provision of artificial intelligence, data mining, or machine learning technology. Additionally, you may, at your option, include your Work to HII's Do Not Train Registry (as may be available to you) to protect your Work against use in the creation of future datasets for training artificial intelligence or machine learning models. HII provides the Do Not Train Registry to put third parties on notice that the creator of a given Work and its copyright holder, as applicable, do not consent for the Work to be used to train a system, machine, engine, or model. HII shall use commercially reasonable efforts to provide and maintain the Do Not Train Registry. You understand and agree that HII does not guarantee that a third party will not use your Work in violation of the Do Not Train Registry and you agree that HII shall not be liable to you or any other party under any circumstances as a result of such occurrence.
- f. **Legal Actions.** By accepting a Certification, you authorize HII to take or participate in a legal action on your behalf (i) in defense of your status as a natural person; (ii) in defense of your ownership of the Work or the Work's status as human-created or not generated using artificial intelligence; or (iii) against a third party that attempts to or scans, scrapes, or otherwise collects your Work or data related thereto without necessary permission or authority to use such Work or data to train, develop, build, market, or provide a large language model or other artificial intelligence technology without authorization.
- g. **Updates and Changes.** HII may change the Certification Mark or standards applicable to a given Certification level at any time and you agree to comply with any such changes or requests by HII. You hereby agree that HII will not be liable to you or any third party for any modification or discontinuance of the Services at any time for any reason or in the absence of a reason. If the Services change in a manner that impacts your Certification, HII will, at our sole discretion (i) honor your Certification under the new standard, as applicable; (ii) amend our records to reflect your Certification at the then-current level, which may require an upgrade or downgrade of your Certification to align with the new standard; or (iii) amend our records to recognize your Certification with a caveat explaining any discrepancy between the original standard under which you received the Certification and the then-current standard. You agree to modify your use of your Certification to reflect such changes promptly upon receipt of notice or instructions from HII.
- h. **Right of First Refusal.** During the Term (defined in Section 14(j)), you understand and agree that you shall not grant a license to any third party or its licensees (each a "**Third Party**") to use a Work for which you have received a Certification to train, develop, or provide an artificial intelligence technology development, tool, application, or solution ("**AI Solution**") without first carrying out the procedure in this paragraph. When you receive an offer from a Third Party to obtain a license to use the Work related to an AI Solution, you will provide HII with written notice of the offer with full details of the offer. HII will notify you as soon as practicable, but not more than ten (10) days after receipt of such notice, as to whether or not HII will exercise its Right of First Refusal. Should HII opt not to exercise our Right of First Refusal or not respond within the ten (10) days, you shall have thirty (30) days to grant the license to the Third Party in writing according to the proposed license terms disclosed to HII.

Should the license not be granted within such thirty (30) days or should the license terms change in any material way or the identity of the Third Party change, then you agree to repeat the procedure required under this paragraph.

#### **4. Accuracy, Compliance, and Enforcement**

HII relies on accurate submissions of information to award, provide, and maintain Certifications. Any attempts to submit inaccurate information to the Services are strictly prohibited and is a material breach of these Terms. HII reserves the right to take any or all of the actions listed in paragraphs (i) through (vii) of this section if HII determines (in our sole discretion) that:

- a.** You have submitted inaccurate information about yourself (including, for example, your status as a natural person, your identity, or other information);
- b.** You have submitted inaccurate information about your Work;
- c.** The Work does not meet the requirements of the applicable Certification level;
- d.** You are misusing a Certification, as determined by HII in our sole discretion;
- e.** Your use of our Services is in any way objectionable, as determined by HII in our sole discretion; or
- f.** You have violated these Terms in any manner.

In response to one or more of the violations listed in paragraphs (a) through (f) of this section, HII may take any or all of the following action(s) in our sole discretion and determination:

- i.** Revoke your Certification(s);
- ii.** Include your Certification(s), description of Work, and name to a publicly available list of revoked and/or non-conforming Certifications;
- iii.** Alter, remove, or refuse to display or support your Certification or information about your Work;
- iv.** Forbid you from posting, uploading, storing, sharing, sending, or displaying your Certification;
- v.** Remove, disable, or terminate your access to our Services or remove any content, Certification, or data from the Services any time and without notice
- vi.** Bring a lawsuit solely for injunctive relief to stop your use of the Certification(s), unauthorized use or abuse of our Services, infringement of intellectual property rights, or any other action in violation of these Terms; or
- vii.** Require you to pay liquidated damages as set forth in Section 13(d).

HII reserves the right to investigate violations of these Terms and any conduct that affects our Services and, in response, seek the above or any other remedies available under applicable law and take any action we may deem appropriate. HII RESERVES THE RIGHT TO SEEK ALL AVAILABLE REMEDIES UNDER LAW IF YOUR WORK IS FOUND AT ANY TIME TO NOT BE HUMAN CREATED, YOU HAVE MISREPRESENTED YOUR IDENTITY IN ANY MANNER, OR YOU OR YOUR WORK OTHERWISE DO NOT MEET THE APPLICABLE CERTIFICATION STANDARDS. Our rights and remedies provided in these Terms are cumulative and not exclusive, and the exercise by us of any right or remedy does not preclude the exercise of any other rights or remedies that may now or subsequently be available at law, in equity, by statute, in any other agreement between you and us or otherwise. Additionally, if you submit false or misleading information to HII related to a Certification, you may face civil or criminal liability.

## 5. No Guarantees; Acceptable Use

You agree that HII shall have no liability whatsoever with respect to any outcome of your use of the Services, application for or receipt of a Certification, or use (commercial or non-commercial) of any Work. The Services are not a replacement for legal representation, licensed or professional services, or your good judgment and common sense. Any reliance you place on information presented in the Services is strictly at your own risk. HII disclaims all liability and responsibility arising from any reliance placed on such information by you or others. Additionally, HII is not and shall not be a party to any dispute between you and any third party related to your Work or any Certifications you receive pursuant to these Terms. If HII is compelled to participate in any such dispute, you agree to indemnify and hold harmless HII from any and all claims that may arise against HII and to cover any and all costs that HII may incur with respect to our participation or attempts to compel our participation therein.

You are personally responsible for your use of the Certification Mark and our Services. You represent and warrant that you will use the Services in accordance with the following acceptable use requirements: (a) you will use the Services in a respectful manner and in compliance with applicable laws; (b) any information you submit to us is truthful and accurate and you will maintain the accuracy of that information on the Services; (c) you will abide by all rules of conduct relating to any Services features you use; (d) you will not do anything that might jeopardize the security of your Account; (e) you will not engage in any activity described in Section 12(a) through (f); and (f) you will notify us immediately of any unauthorized access to or use of your username or password or any other breach of security. Additionally, you are strictly prohibited from any use of a Certification to misrepresent your identity or the identity of another person or for any purpose related to identity theft, fraud, or any other unlawful act.

Except for displaying your Certification Mark on your Work related to commercializing your Work, you are strictly prohibited from commercializing the Services in any manner. You agree to not rent, retransmit, disclose, publish, sell, assign, lease, sublicense, market or transfer the Services or any portion thereof (including our Content, defined below) or use it in any manner not expressly authorized by these Terms. You further agree not to copy, reverse engineer, translate, port, modify, or make derivative works of any portion of the Services.

## 6. Fees and Payment

- a. Fees.** Certifications and Services marked with a price are available in exchange for payment of the Fee stated at the time of purchase. You agree to pay HII all fees and other amounts due as stated when you purchase a Certification that incurs a Fee or select other Fee-based Services, subject to change from time to time, plus any applicable sales, use, excise, or other taxes (collectively, the “Fees”). Fees may be based on a one-time purchase or on a reoccurring basis, as described at the time of selection. We reserve the right to change how we offer the Services or adjust our Fees at any time. Fees are posted at the time of selection and payment is due at checkout. All fees are listed in USD. Paid Fees are nonrefundable.
- b. Payment.** You agree to pay any additional taxes as necessary to ensure that the net amounts received by HII after all such taxes are paid are equal to the amounts that HII would have been entitled to under these Terms as if the taxes did not exist. If you pay by credit card, you hereby authorize HII to charge your payment method on file with us for the fees due hereunder, along with any sales and use taxes. You represent and warrant that the payment information you provide to us is accurate and you are using a form of payment that you are legally authorized to use. You also agree that you are solely liable for any payment or credit card fraud, abuse or unauthorized use by you or others. If you do not pay on time or if we cannot charge the payment method you have on file for any reason, HII reserves the right to either suspend or terminate your access to the Services and, if any payment is not received after the due date, or assess interest at the rate of 1.5% of the outstanding balance per month (18% per year) or the maximum rate permitted by law (whichever is lower), from 30 days after the due date until the

date paid. If your unpaid fees are referred to an attorney or collections agency, you shall pay all reasonable attorney's fees and/or collections agency fees.

- c. **No Refunds.** CERTIFICATIONS AND OTHER SERVICES ARE CUSTOMIZED TO THE PURCHASER AND DELIVERED AT THE TIME OF PURCHASE AND THEREFORE ARE NOT CANCELLABLE, RETURNABLE OR REFUNDABLE. NO REFUNDS.

## 7. Intellectual Property

- a. **Ownership of Services.** You acknowledge and agree that HII owns and shall retain all right, title, and interest in and to, including any intellectual property rights with respect to the Services, which includes: (i) all Certifications, Certification Marks, and other Services; (ii) HI's Content, which includes all photos, images, graphics, video, audio, data, text, music, comments, software, Reports, works of authorship of any kind, and other information, content, or other materials that are posted, submitted to, generated, provided, or otherwise made available through the Services; (iii) all underlying technology of the Services and Content, including without limitation any source code, object code, inventions, know-how, materials, and information created by HII, and any derivative works, modifications, and enhancements thereto; (iv) all patents, registered and unregistered trademarks, service marks, and trade secrets of HII and all copyrighted materials of HI; and (v) all deidentified data, aggregated data, or reports generated therefrom.
- b. **License Grant.** HII hereby grants you a limited, worldwide, non-exclusive, non-transferable right during the Term of these Terms to use the Services only your non-commercial personal, professional, or educational purposes, including to learn skills, to obtain a Certification or demonstrate your Certification to third parties as described in these Terms or to learn more about HII, the Services, or parties that hold Certifications. HII reserves all rights to the Services not expressly granted to you herein. Upon termination of these Terms: (i) the rights and licenses granted to you herein shall terminate; (ii) you shall cease all use of the Services that have been terminated; and (iii) HII may at our own discretion remove and/or purge data, Account information, and any other information obtained by us in connection with providing you the Services. HII reserves the right to disable any username, password, or other identifier, whether chosen by you or provided by us, at any time in our sole discretion for any or no reason, including if, in our opinion, you have violated any provision of these Terms.

HI's Content, Services, and all underlying technology are protected by copyright, trademark, patent, intellectual property, and other laws of the United States and foreign countries. You agree not to remove, change, or obscure any copyright, trademark, service mark, or other proprietary rights notices incorporated in or accompanying the Services. Our logos and any other trademarks that may appear on the Services, and the overall look and feel of the Services, may not be copied, imitated, or used, in whole or in part, without our prior written permission. Other trademarks, product, and service names and company names or logos mentioned on the Services are the property of their respective owners and may not be copied, imitated, or used, in whole or in part, without the permission of the applicable trademark holder. You may only display, download, or print the Contents for the purpose of using the Services as an internal or personal business resource. You do not have permission to copy, reproduce, make derivative works from, distribute, republish, download, display, perform, post electronically or mechanically, transmit, record, or mirror any of the Contents without the prior written permission of HII. You may not use our Contents in any way that might confuse others or that disparages us. Any other use of the Contents in the Services, including reproduction for purposes other than as noted herein, without the prior written permission of HII, is strictly prohibited. Only a duly authorized officer of HII may grant permission or a license to use any of our Contents. Any attempted grant or similar promise by anyone other than a duly authorized officer of HII is invalid.

## 8. Electronic Signature and Records

By accessing the Services, registering for or using our Services, or typing your name into any of our electronic forms and indicating your acceptance or submission of information by clicking a box, you consent to (i) HII communicating with you electronically; (ii) receiving all applications, notices, disclosures, and authorizations (collectively, “**Records**”) from us electronically; and (iii) entering into agreements and transactions using electronic Records and signatures. Please note that federal law treats electronic signatures as having the same legal force and effect as if they were signed on paper by hand, and online contracts have the same legal force as signing an equivalent paper contract in ink. We will use electronic documents for all communications, notices, agreements, disclosures, authorizations, and other documents necessary to provide you with the Services. You agree that any notices, agreements, disclosures, or other communications that we send to you electronically will satisfy any legal communication requirements, including that such communications be in writing. You must have a computer or other web-enabled device, an internet connection, an active email account, and the ability to receive and read PDF files to conduct business with us electronically. You agree to be responsible for keeping your own Records. If you require assistance with your Records or if you wish to receive Records in paper format or to withdraw your consent to receiving electronic records from us, please contact us at [info@hi.institute](mailto:info@hi.institute). Agreements and transactions executed prior to this request will remain valid and enforceable.

## 9. Void Where Prohibited

By using the Services in any manner, you warrant and represent, for our reliance and that of our agents and employees and affiliates, that you have checked the laws of the country or state (or other applicable jurisdiction) from which you access the Services, and that such activities are not prohibited or restricted by the applicable law. You access and use the Services at your own risk and acknowledge that we do not make any warranty regarding compliance under the laws of your country or jurisdiction, of the Services, and that no representative of ours has authority to make such a warranty. You hereby agree that you will accurately confirm the location from which you use the Services. YOU ARE SOLELY RESPONSIBLE FOR VERIFYING THAT THE LAWS OF THE COUNTRY OR STATE OR OTHER APPLICABLE JURISDICTION FROM WHICH YOU ACCESS THE SERVICES PERMIT YOU TO PARTICIPATE IN THE SERVICES. YOUR USE OF THE SERVICES IS VOID WHEREVER PROHIBITED OR RESTRICTED BY LAW. ALL FEDERAL, STATE AND LOCAL LAWS AND REGULATIONS APPLY. You further agree to indemnify, defend (at our option), and hold harmless HII, our affiliated companies, our non-affiliated partners, and their respective parent companies, affiliates, subsidiaries, officers, directors, members, managers, employees, agents, third-party content providers, sponsors or licensors (collectively the “**HII Indemnities**”) from and against any and all claims, losses, damages, liabilities and expenses, including legal fees and expenses, resulting from or arising out of your breach of this section, and such amounts shall be paid to us on demand immediately in payable funds.

## 10. Disclaimer of Warranties

YOUR USE OF THE SERVICES AT YOUR OWN RISK. THE SERVICES ARE PROVIDED ON AN "AS IS" AND "AS AVAILABLE" BASIS, WITHOUT ANY WARRANTIES OF ANY KIND, EITHER EXPRESS OR IMPLIED. HII MAKES NO WARRANTY OR REPRESENTATION WITH RESPECT TO THE COMPLETENESS, SECURITY, RELIABILITY, QUALITY, ACCURACY, OR AVAILABILITY OF THE SERVICES, NOR DOES HII REPRESENT OR WARRANT THAT THE SERVICES WILL BE ACCURATE, RELIABLE, ERROR-FREE, OR UNINTERRUPTED, THAT DEFECTS WILL BE CORRECTED, OR THAT THE SERVICES WILL OTHERWISE MEET YOUR NEEDS OR EXPECTATIONS. HII DOES NOT GUARANTEE THAT THE SERVICES, CONTENT OR MATERIALS CONTAINED THEREIN WILL BE AVAILABLE AT ALL TIMES OR AT ANY GIVEN TIME OR THAT HII WILL CONTINUE TO OFFER THE SAME FOR ANY PARTICULAR LENGTH OF TIME. HII HEREBY DISCLAIMS ALL WARRANTIES OF ANY KIND, WHETHER EXPRESS OR IMPLIED, STATUTORY, OR OTHERWISE, INCLUDING BUT NOT LIMITED TO ANY WARRANTIES OF MERCHANTABILITY, NON-INFRINGEMENT, AND FITNESS FOR PARTICULAR PURPOSE. NO ADVICE OR INFORMATION, WHETHER ORAL OR WRITTEN,

OBTAINED BY YOU FROM US WILL CREATE ANY WARRANTY NOT EXPRESSLY STATED IN THIS AGREEMENT. HII MAKES NO WARRANTY OR REPRESENTATION REGARDING THE AVAILABILITY OF ONLINE FEATURES. HII RESERVES THE RIGHT TO MODIFY OR DISCONTINUE THE SERVICES OR ANY FEATURE THEREOF WITHOUT NOTICE.

### 11. Limitation of Liability

IN NO EVENT WILL HII, OUR AFFILIATES, OR OUR LICENSORS, SERVICE PROVIDERS, EMPLOYEES, AGENTS, OFFICERS, DIRECTORS, MANAGERS, OR MEMBERS BE LIABLE FOR DAMAGES OF ANY KIND, UNDER ANY LEGAL THEORY, ARISING OUT OF OR IN CONNECTION WITH YOUR USE, OR INABILITY TO USE, A CERTIFICATION, CERTIFICATION MARK, THE SERVICES, OR ANY CONTENTS OR FEATURES THEREOF, INCLUDING ANY DIRECT, INDIRECT, SPECIAL, INCIDENTAL, CONSEQUENTIAL, OR PUNITIVE DAMAGES, INCLUDING BUT NOT LIMITED TO, PERSONAL INJURY, PAIN AND SUFFERING, EMOTIONAL DISTRESS, LOSS OF REVENUE, LOSS OF PROFITS, LOSS OF BUSINESS OR ANTICIPATED SAVINGS, LOSS OF USE, LOSS OF GOODWILL, AND LOSS OF DATA, WHETHER CAUSED BY TORT (INCLUDING NEGLIGENCE), BREACH OF CONTRACT, OR OTHERWISE, EVEN IF FORESEEABLE. IN NO EVENT WILL OUR AGGREGATE LIABILITY ARISING OUT OF OR RELATED TO THESE TERMS, WHETHER ARISING OUT OF OR RELATED TO BREACH OF CONTRACT, TORT (INCLUDING NEGLIGENCE) OR OTHERWISE, EXCEED ONE HUNDRED DOLLARS (\$100).

### 12. Indemnification

You agree to indemnify, defend (at our option), and hold harmless HII and its directors, officers, employees, and other indemnitees and their respective suppliers, licensors, and partners from and against any and all claims, losses, damages, liabilities, and expenses, including legal fees and expenses, resulting from or arising out of: (a) your violation of these Terms, including without limitation any false claims or inaccurate or incomplete information provided by you or in relation to your Work; (b) your negligent, willful misconduct, fraud, or strict liability; (c) your use, misuse and/or access of your Certification, the Certification Mark, or other Services; (d) your violation of any applicable law; (e) any and all claims of infringement of third party rights related to your Work, Certification, use of the Certification Mark or use of the Services in any manner; and/or (f) violation of the rights of any third party, or any breach of the representations, warranties, and covenants made by you herein. We reserve the right, at your expense, to assume the exclusive defense and control of any matter for which you are required to indemnify HII, and you agree to cooperate with HI's defense of these claims, at your sole cost and expense, and such amounts shall be paid to us on demand immediately in payable funds.

### 13. Dispute Resolution

PLEASE READ THE FOLLOWING SECTION CAREFULLY BECAUSE IT CONTAINS A CLASS ACTION WAIVER, REQUIRES YOU TO ARBITRATE CERTAIN DISPUTES AND CLAIMS, AND LIMITS THE MANNER IN WHICH YOU CAN SEEK RELIEF FROM HII. You agree that any dispute between you and HII arising out of or relating to these Terms or your use of the Services (collectively, “Disputes”) will be governed by the arbitration procedure outlined below.

- a. **Informal Dispute Resolution.** We want to address your concerns without the necessity of a formal legal case. Before filing a claim against HII, you agree to try to resolve the Dispute informally by contacting [info@hi.institute](mailto:info@hi.institute). HII will contact you by email as part of a good faith effort to resolve the Dispute informally. If a Dispute is not resolved within 30 days after submission, you or HII may bring a formal proceeding.
- b. **Arbitration Agreement.** You and HII each agree to resolve any Disputes through final and binding arbitration administered by the Arbitration Service of Portland, Inc. (“ASP”) under its Procedural Rules. The arbitration will be held in Multnomah County, Oregon, United States, or any other location we agree to. The ASP rules will govern payment of all arbitration fees. Notwithstanding the foregoing, either you or HII may assert claims, if they qualify, in small

claims court in Multnomah County, Oregon or any United States county where you live or work. Either party may bring a lawsuit solely for injunctive relief to stop unauthorized use or abuse of our Services, or infringement of intellectual property rights (for example, trademark, trade secret, copyright, or patent rights) without first engaging in arbitration or the informal dispute resolution process described above.

- c. **Class Action Waiver.** YOU MAY ONLY RESOLVE DISPUTES WITH HII ON AN INDIVIDUAL BASIS AND MAY NOT BRING A CLAIM AS A PLAINTIFF OR A CLASS MEMBER IN A CLASS, CONSOLIDATED, OR REPRESENTATIVE ACTION. CLASS ARBITRATIONS, CLASS ACTIONS, PRIVATE ATTORNEY GENERAL ACTIONS, AND CONSOLIDATION WITH OTHER ARBITRATIONS ARE NOT ALLOWED UNDER THESE TERMS.
- d. **Liquidated Damages.** You hereby agree that any breach by you of Section 3 or 5 or your covenants, representations, or warranties herein will cause HII to incur economic damages and losses of types and in amounts which are difficult to ascertain with any certainty as a basis for recovery of actual damages, and you and HII have agreed that you will pay liquidated damages which each believes to represent a fair, reasonable and appropriate estimate thereof, in the amount of TEN THOUSAND DOLLARS (USD \$10,000) for each Certification issued to you in relation to your breach of Section 3 or 5 or any covenant, representation, or warranty herein. Such liquidated damages are intended to represent estimated actual damages as contemplated by you and HII at the time of entering into these Terms and are not intended as a penalty.
- e. **Limitation on Claims; Attorney's Fees.** Regardless of any statute or law to the contrary, any claim or cause of action arising out of or related to your use of the Services must be filed within one (1) year after such claim or cause of action arose, or else that claim or cause of action will be barred forever. In the event of any dispute between the Parties concerning the terms and provisions of these Terms, we shall be entitled to collect from the other Party all costs incurred in such dispute, including reasonable attorneys' fees, if we are the prevailing party.

#### 14. General

- a. **Relationship of Parties.** The parties' relationship, as established by these Terms, is solely that of independent contractors. These Terms do not create any partnership, joint venture, or similar business relationship between the parties. Neither party is a legal representative of the other party, and neither party can direct and control the day-to-day activities of the other, or assume or create any obligation, representation, warranty, or guarantee, express or implied, on behalf of the other party for any purpose whatsoever.
- b. **Entire Agreement.** These Terms, including and together with any related policies, guidelines, agreements, or rules that we may incorporate from time to time, constitutes the entire agreement between you and us with respect to the subject matter herein, and supersedes all prior and contemporaneous understandings, agreements, representations, and warranties, both written and oral, regarding such subject matter. If these Terms are inconsistent with any other written policies, terms, and agreements relating to any Service, the written guidelines, policy, terms, and agreements relating to the specific Service will govern. Nothing in these Terms will be deemed to confer any third-party rights or benefits.
- c. **Amendments.** HII may amend these Terms from time to time by posting an updated version of the Terms on HII's website, as evidenced by revising the "Last Updated" date noted at the top of the posting. The then-current version of these Terms shall apply to any and all Certifications you hold and each time you access or use the Services.
- d. **Governing Law.** These Terms will be interpreted, construed, and enforced in all respects in accordance with the local laws of the State of Oregon, without reference to its choice of law rules. To the extent that the arbitration agreement herein is not enforceable, each party hereby irrevocably consents to the exclusive jurisdiction and venue of the federal, state, and local courts

in Multnomah County, Oregon for resolution of any lawsuit or court proceeding permitted under these Terms.

- e. **Geographic Restrictions.** HII is owned and operated in the United States. We make no claims that the Services or any other products or services or their content is accessible or appropriate outside of the United States. Access to our Services may not be legal by certain persons or in certain countries. If you access the Services from outside the United States, you do so on your own initiative and are responsible for compliance with local laws.
- f. **Waiver; Severability.** HI's failure to enforce any right or provision of these Terms will not be considered a waiver of such right or provision. Except as expressly set forth herein, the exercise by either Party of any of its remedies under these Terms will be without prejudice to its other remedies under these Terms or otherwise. If for any reason a court of competent jurisdiction finds any provision of these Terms invalid or unenforceable, that provision will be enforced to the maximum extent permissible, and the other provisions of these Terms will remain in full force and effect.
- g. **Assignment.** We may assign these Terms, in whole or in part, to any person or entity at any time without your consent. You may not assign these Terms without our prior written consent, and any unauthorized assignment by you shall be automatically null and void. No assignment, transfer, delegation, or subcontract shall relieve you of any of your obligations hereunder. These Terms are binding on and inures to the benefit of your and our respective permitted successors and assigns.
- h. **Notices.** Any notices or other communications provided by us under these Terms, including those regarding modifications to these Terms, will be given (i) via email; or (ii) by posting to the Services. For notices made by email, the date of receipt on the message will be deemed the date on which such notice is transmitted.
- i. **Force Majeure.** Neither party will be liable for or considered to be in breach of or default under these Terms on account of, any delay or failure to perform as required by these Terms as a result of any cause or condition beyond its reasonable control, so long as that party uses all commercially reasonable efforts to avoid or remove the causes of non-performance.
- j. **Termination.** These Terms shall commence upon your acceptance thereof and remain in full force and effect as long as you hold a Certification or use the Services in any manner, unless earlier terminated by HII at any time or for any reason (the "**Term**"). Upon termination of these Terms, you lose the right to access or use your Certification and all of our Services. The proprietary rights, disclaimer of warranties, representations made by you, limitations of liability, remedies available to HII hereunder, and general provisions shall survive any termination of these Terms.