

MindCette Terms & Conditions

MindCette LLC offers entrepreneurial capacity testing services ("Services") to users ("Customer" or "Customers") of its website ("Website") under the following Terms and Conditions:

1. Testing Services.

MindCette agrees to sell to Customer, and Customer agrees to purchase, the Services that are set forth in any credit card order tendered to MindCette (each, an "Order"), any and all of which shall be solely governed by these terms of sales set forth at: <https://www.Mindcette.com/Terms> ("Terms"). No purported waiver or other modification of these Terms will be effective unless, and only to the extent, specified by an express waiver or modification signed by an executive officer of MindCette, LLC. All other proposed modifications or waivers (whether whole or partial) of these Terms are hereby objected to and rejected in all respects. The provisions of such referenced Terms shall have the same force and effect as though set forth herein in their entirety. Any Order is expressly limited to these Terms, and MindCette shall not enter into any contract with any party who does not assent to these Terms. MindCette objects in advance to any different or additional term or terms offered by Customer in any purchase order, email, or other Customer communication. Customer agrees that any performance on the part of MindCette shall not be construed as an acceptance of any additional or different term or terms offered by Customer, but only as a performance under the Terms. Customer also agrees that, should these Terms require interpretation, the knockout rule of S.C. Code Ann. § 36-2-207 shall not apply.

These Terms: (i) constitute the entire agreement and understanding between the parties regarding the terms of each Services sale, and supersede all prior and contemporaneous representations, promises, statements, agreements and understandings, written or oral, regarding the subject matter hereof; and (ii) may only be modified and/or waived by a written agreement executed by both parties.

Notwithstanding the foregoing, these Terms may be modified by MindCette from time to time and in its discretion, by delivery of replacement Terms to Customer, and by posting such then-current Terms at <https://www.Mindcette.com/Terms>.

2. OWNERSHIP OF INTELLECTUAL PROPERTY.

3.1. OWNERSHIP. The entire right, title and interest, including all copyright, patent, trade secret, mask work and trademark rights ("Intellectual Property"), in and pertaining to any Services, as well as the right, title and interest in the underlying software, technology, methodologies and know-how used by MindCette in performing its Services shall belong solely to MindCette.

3. COMPLIANCE WITH LAWS.

Customer shall comply with all applicable statutes and government rules, regulations and orders.

4. LIMITED WARRANTIES.

4.1 All Services are delivered and accepted in AS IS condition and are at the SOLE RISK of the Customer. YOUR USE OF THE SERVICES IS AT YOUR OWN DISCRETION AND RISK AND YOU ARE SOLELY RESPONSIBLE FOR ANY DAMAGE TO YOUR COMPUTER SYSTEM, MOBILE DEVICE, OR OTHER DEVICE, OR LOSS OF DATA THAT RESULTS FROM SUCH USE.

TO THE MAXIMUM EXTENT PERMITTED BY APPLICABLE LAW, MINDCETTE FURTHER EXPRESSLY DISCLAIMS ALL WARRANTIES AND CONDITIONS OF ANY KIND, WHETHER EXPRESS OR IMPLIED, INCLUDING, BUT NOT LIMITED TO THE IMPLIED WARRANTIES AND CONDITIONS OF MERCHANTABILITY, FITNESS FOR A PARTICULAR PURPOSE AND NON-INFRINGEMENT, WITH RESPECT TO ANY SERVICES. Customer also acknowledges and agrees that in no event will MindCette be liable for any damages of any nature under any circumstances, including MindCette's alleged negligence, and that the aggregate liability for any claim(s) awarded by any court of competent jurisdiction will in no event exceed the limitations identified in Section 5 below. Customer further agrees that these disclaimers, exclusions and limitations of liability are a material and essential condition of these Terms, and that the Services would not be made available, or would be made available on materially different terms in the absence of these conditions.

5. LIABILITY.

5.1 LIMITATION OF LIABILITY. MINDCETTE HEREBY DISCLAIMS AND EXCLUDES ALL LIABILITY FOR ANY PUNITIVE, EXEMPLARY, INCIDENTAL, INDIRECT AND/OR CONSEQUENTIAL DAMAGES, INCLUDING WITHOUT LIMITATION LOST PROFITS, ARISING IN CONNECTION WITH THESE TERMS AND ITS SUBJECT MATTER, WHETHER SUCH DAMAGES ARISE BY CONTRACT, TORT (INCLUDING NEGLIGENCE), OR OTHERWISE, WHETHER OR NOT MINDCETTE OR ITS REPRESENTATIVES HAVE BEEN ADVISED OF OR SHOULD HAVE BEEN AWARE OF THE POSSIBILITY OF ANY SUCH LOSSES ARISING.

5.2 LIMITATION OF AGGREGATE DAMAGES. MINDCETTE'S AGGREGATE LIABILITY FOR ANY DAMAGES SUFFERED OR INCURRED IN CONNECTION WITH THESE TERMS AND ITS SUBJECT MATTER, WHETHER ARISING BY CONTRACT, TORT (INCLUDING NEGLIGENCE) OR OTHERWISE, SHALL NOT EXCEED THE FEES PAID BY THE CUSTOMER FOR THE SERVICES.

6. TERMINATION.

Either the Customer or MindCette may terminate these Terms at any time upon written notice to the other party, or by posting a notice of such termination at www.mindcette.com/terms, but all Orders previously submitted and confirmed shall remain binding upon the parties. Sections 3-7 shall survive the termination of these Terms.

7. MISCELLANEOUS PROVISIONS.

8.1 INDEPENDENT CONTRACTORS. The parties are independent contractors and will so represent themselves in all regards. Neither party is the agent of the other and neither may bind the other in any way.

8.2 NO WAIVER. Neither party will be deemed to have waived any of its rights under these Terms by lapse of time or by any statement or representation other than (i) by an authorized representative and (ii) in an explicit written waiver. No waiver of a breach of these Terms will constitute a waiver of any prior or subsequent breach of these Terms.

8.2 FORCE MAJEURE. To the extent caused by force majeure, no delay, failure, or default will constitute a breach of these Terms.

8.4 ASSIGNMENT & SUCCESSORS. Neither party may assign these Terms or any of its rights or obligations hereunder without the other's express written consent, except that either party may

assign these Terms to the surviving party in a merger of that party into another entity. Except to the extent forbidden in the previous sentence, these Terms will be binding upon and inure to the benefit of the respective successors and assigns of the parties.

8.5 CHOICE OF LAW & JURISDICTION. These Terms and all claims and disputes arising out of, incidental to, or relating to these Terms, will be governed by, construed, and enforced in accordance with the internal laws of the State of South Carolina without reference to such State's principles of conflicts of law and regardless of whether these claims sound in contract, in tort, or otherwise. Customer consents to the personal and exclusive jurisdiction of the federal and state courts of Charleston County, South Carolina.

8.6 SEVERABILITY. To the extent permitted by applicable law, the parties hereby waive any provision of law that would render any clause of these Terms invalid or otherwise unenforceable in any respect. In the event that a provision of these Terms is held to be invalid or otherwise unenforceable, such provision will be interpreted to fulfill its intended purpose to the maximum extent permitted by applicable law, and the remaining provisions of these Terms will continue in full force and effect.

8.7 ENTIRE AGREEMENT. These Terms sets forth the entire agreement of the parties and supersedes all prior or contemporaneous writings, negotiations, and discussions with respect to the subject matter hereof. Neither party has relied upon any such prior or contemporaneous communications.

8.8 AMENDMENT. These Terms may not be modified except by authorized representatives of each party in a written contract signed by both parties.