

PlanPlus Online.com End User License Agreement

PlanPlus™ Online Terms of Use:

BY CLICKING THE "I ACCEPT" BUTTON DISPLAYED AS PART OF THE ORDERING PROCESS, YOU AGREE TO THE FOLLOWING TERMS AND CONDITIONS (THE "AGREEMENT") GOVERNING YOUR USE OF PLANPLUS ONLINE. IF YOU ARE ENTERING INTO THIS AGREEMENT ON BEHALF OF A COMPANY OR OTHER LEGAL ENTITY, YOU REPRESENT THAT YOU HAVE THE AUTHORITY TO BIND SUCH ENTITY TO THESE TERMS AND CONDITIONS, IN WHICH CASE THE TERMS "YOU" OR "YOUR" SHALL REFER TO SUCH ENTITY. IF YOU DO NOT HAVE SUCH AUTHORITY, OR IF YOU DO NOT AGREE WITH THESE TERMS AND CONDITIONS, YOU MUST SELECT THE "I DECLINE" BUTTON AND MAY NOT USE THE SERVICE.

Welcome to PlanPlus Online.com (the "Service"), which is jointly developed and provided by FranklinCovey and COMPLETExRM. By using the Service, you agree to follow and be bound by the following terms and conditions concerning your use of the Service ("Terms of Use") and our Privacy Policy. We may revise the Terms of Use at any time without prior notice to you. We will inform you of any changes to the Privacy Policy.

Areas of the Service may have Terms of Use posted which are different than these. If there is a conflict between the Terms of Use and terms of use posted for a specific area of the Service, the latter shall have precedence with respect to your use of that area of the Service. If You have signed a Sales Order / Subscription Agreement the terms of that agreement may supersede these terms where they may conflict. All other terms of this agreement shall be in effect.

1. The Service

PlanPlusOnline.com includes, but is not limited to, a browser interface, data storage, encryption, transmission, and manipulation, synchronization software for customer relationship management, data deployment, and related project management services. These Services provided by COMPLETExRM may change over time; the Terms and Conditions herein and as amended apply regardless of any change in the Services provided by COMPLETExRM in conjunction with providing the Service to You.

As used in these Terms and Conditions the words "You" and "Yours" encompasses each user accessing the Service by means of a valid account established by You including, if You are a business entity, all employees or agents of Your business entity.

2. License Grant and Restrictions

COMPLETExRM hereby grants to You a non-exclusive, non-transferable worldwide right to use the Service and COMPLETExRM's proprietary Software ("COMPLETExRM Software"), in object code form only, and only in accordance with the applicable end user documentation, if any, and solely in conjunction with these Terms and Conditions. Neither You (and if You are a Business

Entity, none of Your employees, agents, representatives, or contractors) will, directly or indirectly, reverse engineer, decompile, disassemble or otherwise attempt to discover the source code or underlying ideas or algorithms of the COMPLETExRM Service or Software; modify, translate, or create derivative works based on the COMPLETExRM Service or Software; or rent, lease, distribute, sell, resell, assign, or otherwise transfer rights to the COMPLETExRM Service or Software; or remove any proprietary notices or labels on the COMPLETExRM Service or Software. Because the COMPLETExRM Software is proprietary, You agree not to publish or disclose to third parties any evaluation of COMPLETExRM's Service or Software without prior written consent from COMPLETExRM. You acknowledge that COMPLETExRM retains exclusive ownership throughout the world of all COMPLETExRM Software, any portions or copies thereof, and all rights therein.

You may not access the Service if you are a direct competitor of COMPLETExRM or PlanPlus Online, except with COMPLETExRM's prior written consent. In addition, You may not access the Service for purposes of monitoring its performance or functionality, availability, or for any other benchmarking or competitive purposes.

You may use the Service only for internal business purposes. Subject to the Terms and Conditions, You may download, view, copy and print documents and graphics from the Service. Any use of software and accompanying documentation You download from the Service is subject to the terms and conditions of this Agreement between You and COMPLETExRM. All rights, title and interest not expressly granted are reserved.

a. License Grant for Templates

The Services may include document and software templates. You may copy and modify the templates available as part of the COMPLETExRM software and PlanPlus Online that accompanies this EULA and distribute such templates along with your modifications for use by other licensees of the Services. You also may copy, modify and distribute the templates available through related Internet-based services along with your modifications for use by other licensees of the Services, but only for personal or commercial correspondence involving person-to-person communication. You are not licensed to do any of the following:

1. You may not sell, resell, license, rent, lease, lend, or otherwise transfer for value, the templates.
2. You may not distribute the templates available via Internet-based services as part of any product or service.
3. You must indemnify and defend COMPLETExRM, FranklinCovey and PlanPlus Online against any claims or lawsuits, including attorneys' fees, which arise from or result from the licensing or distribution of the templates as modified by you.

3. Term

The term of an annual agreement is One Year (12 months) for the Initial Term and shall automatically renew according to our Billing and Renewal policy thereafter. The term of a monthly agreement is one month and shall automatically renew according to our billing and renewal policy.

4. Billing and Renewal

COMPLETExRM charges and collects in advance for use of the Service. It is COMPLETExRM's policy to automatically renew and bill your credit card or issue an invoice to you each year on the subsequent anniversary or as otherwise mutually agreed upon by both parties. The renewal charge will be equal to the then-current number of total user licenses multiplied by the license fee in effect during the prior term, unless COMPLETExRM has given you at least 30 days prior written notice of a fee increase, which shall be effective upon renewal and thereafter. All other services will be charged on an as-quoted basis. The service fees are exclusive of all taxes, levies, or duties imposed by taxing authorities, and you shall be responsible for payment of all such taxes, levies, or duties.

You agree to provide COMPLETExRM with complete and accurate billing and contact information. This information includes your name, legal company name (if applicable), street address, e-mail address, and name and telephone number of an authorized billing contact, credit card number, credit card expiration date, and credit card billing name. You agree to update this information within 15 days of any change to it. If the contact information you have provided is false or fraudulent, COMPLETExRM reserves the right to terminate Your access to the Service as well as seek any legal remedies available.

All charges will be billed in U.S. dollars and all payments will be made by you by using a valid credit card (Visa, MasterCard, or American Express). You authorize a recurring monthly or annual charge to your credit card in exchange for your use of PlanPlus Online, based on COMPLETExRM's and FranklinCovey's then current fee schedule for the Services, which may be amended from time to time in COMPLETExRM's sole discretion.

If during the term of this agreement you believe your bill or invoice is inaccurate, please contact us in writing within 60 days of the invoice date or billing date, with the amount in question.

Mail to:

ATTN: Accounts Receivable
331 South Rio Grande St.
Suite 203
Salt Lake City, UT 84101

COMPLETExRM will review your request and notify You of any such adjustments or credits to be made to Your account.

5. Charges and Payments

You agree to pay all fees or charges to your account in accordance with the fees, charges, and billing terms in effect at the time a fee or charge is due and payable. The initial charges will be equal to the current User License Fee multiplied by the number of total User licenses. Payments must be made annually in advance, or monthly, unless otherwise mutually agreed upon in an Order Form or through the COMPLETExRM Sales Center.

You are responsible for paying for all User licenses ordered during the term of this agreement, whether or not such User licenses are actively used. You must provide COMPLETExRM with a valid credit card or approved purchase order as a condition to signing up for the Service. All payments will be made in U.S. Dollars.

At any time during the term of this Agreement, You may add User licenses to your account by creating a new user account within the Service or by contacting COMPLETExRM's Sales Center. Any such "new" User licenses will be subject to the following: (i) added licenses will be governed by this Agreement and according to the preexisting License Term (either Initial Term or renewal term); (ii) the license fee for the added licenses will be the then current, generally applicable license fee; and (iii) licenses added at any time during the month will be charged in full for that billing period. COMPLETExRM reserves the right to modify its fees and charges and to introduce new charges and fees at any time, upon at least 30 days prior notice to you, which notice may be provided by e-mail. All pricing terms are confidential, and you agree not to disclose them to any third party.

6. Cancellation and Refunds

Cancellation requests must be made before the agreement renewal date in order to avoid automatic renewal and the related billing charges. You may cancel from within your PlanPlus™ account or by contacting our support team. If you request cancellation via an email your request may take up to 14 days to process. If the next billing date is within two weeks, it is highly recommended that the cancellation is done from within the account to avoid additional charges. Annual Agreements require payment of balance due at the time of cancellation

COMPLETExRM will issue refunds on a discretionary basis if requested within two business days following the date of the transaction. If you elect to cancel service and you are paying an annual contract billed monthly you will be required to pay a Termination Fee equal to 70% of the remaining balance of your contract.

As an illustration, if your annual contract billed monthly has been in operation for 6 months billed at \$25 per month and you cancel your contract, you will be responsible to pay \$105 as a Termination Fee (6 months X \$25 X 70% = \$105). The Termination Fee will be due and payable the day of cancellation.

7. Non-payment and Suspension

COMPLETExRM reserves the right to suspend or terminate this Agreement and Your access to the Service if Your account becomes delinquent (falls into arrears more than 30 days). You will continue to be charged for User licenses during any period of suspension. If you or COMPLETExRM initiates termination of this Agreement, You will be obligated to pay the balance due on your account in accordance with the Charges and Payment section above. You agree that COMPLETExRM may charge such unpaid fees to your credit card or otherwise bill you for such unpaid fees.

COMPLETExRM reserves the right to impose a reconnection fee in the event you are suspended and thereafter request access to the Service. You agree and acknowledge that COMPLETExRM has no obligation to retain Customer Data and that such Customer Data may be irretrievably deleted if your account is 60 days or more delinquent.

8. Implementation / Customization

All fees for Implementation / Customization Services will be due in advance. Work may begin on the account as soon as a Statement of Work has been agreed to and signed by the customer and payment received.

9. Training

Unless we are notified a minimum of 24 hours in advance of a training event regarding Your intent to reschedule or cancel, You could be charged.

10. Use of Forums and Public Communication

"Forum" means a discussion group, chat area, bulletin board, news group, letter to COMPLETExRM, its webmaster or employees, or e-mail function offered as part of the Service. You agree not to upload, email, post, publish or otherwise transmit through a Forum any content that: (i) is false or misleading; (ii) is defamatory; (iii) is harassing or invades another's privacy, or promotes bigotry, racism, hatred or harm against any group or individual; (iv) is obscene; (v) infringes on another's rights, including but not limited to intellectual property rights; (vi) constitutes unsolicited bulk e-mail, "junk mail," "spam" or chain letters; or (vii) violates any applicable laws or regulations. Forums shall be used in a noncommercial manner only. You shall not distribute or otherwise publish any content containing a solicitation of funds, promotion, advertising, solicitation for goods or services, or other commercial matter. You agree not to solicit other users of the Service to use or join or become members of any commercial online or offline service or other organization. Except where expressly authorized by COMPLETExRM, You agree not to collect or store personal data about other users.

By uploading, emailing, posting, publishing or otherwise transmitting content to any Forum or submitting any content to COMPLETExRM, You automatically grant (or warrant that the owner of such rights has expressly granted) COMPLETExRM a perpetual, royalty-free, irrevocable, nonexclusive, worldwide right and license to use, reproduce, modify, adapt, publish, transmit and distribute such content in any form, medium, or technology now known or later developed. In addition, You warrant that all so-called moral rights in the content have been waived.

11. Passwords and Security

You are responsible for maintaining the confidentiality of any password(s) You are given to access the Service, and are fully responsible for all activities that occur under Your password(s). You agree to notify COMPLETExRM immediately of any unauthorized use of your password(s).

12. Privacy Policy

COMPLETExRM is concerned about the security of personal information we have collected from You and has taken reasonable steps to prevent unauthorized access to that information.

COMPLETExRM will not rent, sell or otherwise make available to any third party any information that identifies you or your Bank Account or other method of payment. The preceding sentence notwithstanding, we may disclose such information to our vendors and subcontractors where necessary to allow us to provide the Service to you, or to comply with applicable laws, regulations, or court or agency orders.

13. Confidentiality

For the purposes of this Agreement, Customer Data means all electronic data or information submitted by you to use the Service. All Customer Data is owned exclusively by You.

COMPLETExRM may access Your User accounts, including Customer Data, solely to respond to service or technical problems at your request. COMPLETExRM shall not disclose or use any of Your Customer Data for any purpose outside the scope of these Terms and Conditions, except with your prior permission.

Notwithstanding the foregoing, In the event COMPLETExRM is legally compelled by judicial procedure, third-party subpoena, or other governmental demand, to disclose any Customer Data, it shall take steps to provide You with notice thereof prior to any such disclosure, and shall cooperate with You should You seek to obtain a protective order or other appropriate remedy in advance of such disclosure. COMPLETExRM shall have no duty to provide You with such notice, however, unless You have provided to COMPLETExRM appropriate contact information for such purpose, and such information is up-to-date when needed.

COMPLETExRM shall use its best efforts to contact you in the event that Your Customer Data is the subject of such demand for disclosure, but assumes no liability in the event of a failure to do so.

14. Termination of Use

You agree that COMPLETExRM may, in its sole discretion, terminate Your access to the Service and any account(s) You may have in connection with the Service at any time.

15. Marketing Module Acceptable Use Policy (AUP)

COMPLETExRM acknowledges that the Internet provides a forum for open discussion and dissemination of information. However, when there are competing interests at issue which relate to such dissemination of information, COMPLETExRM reserves the right to take certain preventative or corrective actions. As such, COMPLETExRM has developed this Acceptable Use Policy ("AUP"), which supplements and explains certain terms of each Customer's respective service agreement(s) and is intended as a guide to the Customer's rights and obligations when utilizing PlanPlus Online Marketing Module services. This AUP may be revised from time to time and a Customer's use of PlanPlus Online services after such changes are made will constitute the Customer's acceptance of any new or additional terms of the AUP.

As mentioned above, the Internet provides a forum for open discussion and dissemination of information. This places a high premium on the judgment and responsibility of those who use the Internet, both in the information they acquire, and in the information they divulge to others. When Customers obtain information through the Internet, they must keep in mind that COMPLETExRM cannot monitor, verify, warrant, or vouch for the accuracy and quality of the information that Customers may acquire. Because of this, the Customer must exercise his or her best judgment in relying on information obtained from the Internet, and also should be aware that some material posted on the Internet is sexually explicit, obscene or otherwise offensive. Because COMPLETExRM cannot monitor or censor the Internet, and will not attempt to do so, COMPLETExRM cannot accept any responsibility for injury to its Customers that results from inaccurate, unsuitable, offensive, or illegal Internet communications.

Customer acknowledges that COMPLETExRM does not review, edit, censor, or take responsibility for any information Customer may create and display on the Internet. Because the information a Customer creates is carried over COMPLETExRM's and PlanPlus Online's network and may reach a large number of people, including both Customers and non-Customers of COMPLETExRM and PlanPlus Online. Customer utilization of COMPLETExRM and PlanPlus Online services or products may affect other Customers and may harm COMPLETExRM's and PlanPlus Online's goodwill and business. For these reasons, Customers violate COMPLETExRM's Acceptable Usage Policy ("AUP") when they engage in the following prohibited activities:

a. Spamming

Sending unsolicited bulk and/or commercial messages over the Internet. Spamming is harmful because of its negative impact on consumer attitudes toward COMPLETExRM and PlanPlus Online, and because it can overload COMPLETExRM's network and disrupt service to PlanPlus Online Customers. Further, maintaining an open SMTP relay is prohibited. When a complaint is received, COMPLETExRM has the discretion to determine from all of the evidence whether the email recipients were from an "opt-in" email list. If email recipients were not from an opt-in email list, COMPLETExRM reserves the right to cancel any agreement with the person or entity sending the given spam message.

b. Intellectual Property Violations

Engaging in any activity that infringes or misappropriates the intellectual property rights of others, including copyrights, trademarks, service marks, trade secrets, and patents held by individuals, corporations, or other entities. COMPLETExRM is required to remove or block access to Customer content upon receipt of a notice of infringement. It is also COMPLETExRM's policy to terminate the privileges of Customers who commit violations of intellectual property laws.

c. Obscene Speech or Materials

Using COMPLETExRM's and PlanPlus Online's network to advertise, transmit, store, post, display, or otherwise make available child pornography or obscene speech or material.

COMPLETExRM is required by law to notify law enforcement agencies when it becomes aware of the presence of child pornography on or being transmitted through COMPLETExRM's network.

d. Defamatory or Abusive Language

Using COMPLETExRM's network as a means to transmit or post defamatory, harassing, abusive, or threatening language.

e. Forging of Headers

Forging or misrepresenting message headers, whether in whole or in part, to mask the originator of the message.

f. Illegal or Unauthorized Access to Other Computers or Networks

Accessing illegally or without authorization, computers, accounts, or networks belonging to another party, or attempting to penetrate security measures of another individual's system (often known as "hacking"). Also, any activity that might be used as a precursor to an attempted system penetration (i.e. port scan, stealth scan, or other information gathering activity).

g. Distributing information regarding the creation of and sending Internet viruses, worms, Trojan horses, ping, flooding, mail bombing, or denial of service attacks.

Also, activities that disrupt the use of or interfere with the ability of others to effectively use the network or any connected network, system, service, or equipment.

h. Facilitating a Violation of this AUP

Advertising, transmitting, or otherwise making available any software, program, product, or service that is designed to violate this AUP, which includes the facilitation of the means to spam, initiation of ping, flooding, mail bombing, denial of service attacks, and piracy of software.

i. Exporting software over the Internet or otherwise, to points outside the United States

j. Usenet Groups

COMPLETExRM reserves the right not to accept postings from newsgroups where COMPLETExRM has actual knowledge that the content of the newsgroup violates the AUP.

k. Other Activities

Engaging in other activities that are determined to be illegal, including advertising, transmitting, or otherwise making available Ponzi schemes, pyramid schemes, fraudulently charging credit cards, and pirating software. Further, engaging in activities, whether lawful or unlawful, that COMPLETExRM determines to be harmful to its Customers, operations, reputation, goodwill, or Customer relations.

Important Note on Email Authentication

As messages are created and sent from the Customer's individual network, and then processed through the COMPLETExRM and PlanPlus Online systems, COMPLETExRM will not authenticate these messages using current email authentication methods such as Sender Policy Framework ("SPF"), Sender ID, or Domain Keys Identified Mail ("DKIM"). It is the responsibility of Customer to make any necessary changes, such as DNS entries, in order to avoid issues with email authentication.

The responsibility for avoiding the harmful activities described above rests with the Customer. COMPLETExRM will not monitor the communications of its Customers to ensure that they comply with COMPLETExRM policy or applicable law. However, when COMPLETExRM becomes aware of harmful activities, it may take any action to stop the harmful activity, including but not limited to: removing information, shutting down a Web site, implementing screening software designed to block offending transmissions, denying access to products or services, termination of service, or taking any other action it deems appropriate. COMPLETExRM also is aware that many of its Customers are themselves, providers of Internet or related services, and that information reaching COMPLETExRM's facilities from those Customers may have originated from a customer of the Customer or from another third-party. COMPLETExRM does not require its Customers who offer Internet services to monitor or censor transmissions or Web sites created by customers of its Customers. COMPLETExRM has the right to directly take action against a customer of a Customer. Also, COMPLETExRM may take action against the COMPLETExRM Customer because of activities of a customer of the Customer, even though the action may affect other customers of the Customer. Customers who offer Internet services shall cooperate with COMPLETExRM in any corrective or preventive action that COMPLETExRM deems necessary. Failure to cooperate with such corrective or preventive measures is a violation of COMPLETExRM policy and shall entitle COMPLETExRM to terminate any service agreement then in place.

COMPLETExRM also is concerned with the privacy of Internet-based communications and Web sites. Thus, COMPLETExRM urges its Customers to assume that all of their on-line communications are insecure. COMPLETExRM shall not take any responsibility for the security of information transmitted over COMPLETExRM facilities. COMPLETExRM will not intentionally monitor private electronic mail messages sent or received by its Customers unless required to do so by law, governmental authority, or when public safety is at stake. COMPLETExRM may, however, monitor its service electronically to determine that its facilities are operating. Also, COMPLETExRM may disclose information, including but not limited to, information concerning a Customer, a transmission made using COMPLETExRM's network, or a Web site, in order to comply with a court order, subpoena, summons, discovery request, warrant, statute, regulation, or governmental request. COMPLETExRM assumes no obligation to inform the Customer that Customer information has been provided and in some cases may be prohibited by law from giving such notice. Finally, COMPLETExRM may disclose Customer information or information transmitted over its network where necessary to protect COMPLETExRM and others from harm, or where such disclosure is necessary to the proper operation of COMPLETExRM.

COMPLETExRM expects that its Customers who provide Internet services to others will comply fully with all applicable laws concerning the privacy of on-line communications. A Customer's failure to comply with those laws is a violation of COMPLETExRM policy. Finally, COMPLETExRM emphasizes that in signing any COMPLETExRM service agreement, Customers shall indemnify COMPLETExRM for any violation of the service agreement, law, or COMPLETExRM policy that results in loss to COMPLETExRM or the bringing of any claim against COMPLETExRM by any third-party. This means that if COMPLETExRM is sued because of a Customer's or Customer of a Customer's activity, the Customer shall pay any damages awarded against COMPLETExRM, plus costs and reasonable attorneys' fees. Any questions about this AUP or any complaints about a Customer's violation of this AUP should be sent to sales@planplusonline.com.

16. Third-Party Web Sites, Content, Products and Services

The Service provides links to Web sites and access to content, products and services from third parties, including users, advertisers, affiliates and sponsors of the Service. You agree that COMPLETExRM is not responsible for the availability of, and content provided on, third-party Web sites. You should refer to the policies posted by other Web sites regarding privacy and other topics before you use them. You agree that COMPLETExRM is not responsible for third-party content accessible through the Service, including opinions, advice, statements and advertisements, and understand that you bear all risks associated with the use of such content. If You choose to purchase any products or services from a third party, Your relationship is directly with the third party. You agree that COMPLETExRM is not responsible for: (i) the quality of third-party products or services; and (ii) fulfilling any of the terms of Your agreement with the seller, including delivery of products or services and warranty obligations related to purchased products or services. You agree that COMPLETExRM is not responsible for any loss or damage of any sort you may incur from dealing with any third party.

17. Disclaimer

EXCEPT WHERE EXPRESSLY PROVIDED OTHERWISE, THE SERVICE, AND ALL CONTENT, MATERIALS, INFORMATION, SOFTWARE, PRODUCTS AND SERVICES PROVIDED BY THE SERVICE, ARE PROVIDED ON AN "AS IS" AND "AS AVAILABLE" BASIS. COMPLETExRM EXPRESSLY DISCLAIMS ALL WARRANTIES OF ANY KIND, WHETHER EXPRESS OR IMPLIED, INCLUDING, BUT NOT LIMITED TO, THE IMPLIED WARRANTIES OF MERCHANTABILITY, FITNESS FOR A PARTICULAR PURPOSE AND NON-INFRINGEMENT. COMPLETExRM MAKES NO WARRANTY THAT: (A) THE SERVICE WILL MEET YOUR REQUIREMENTS; (B) THE SERVICE WILL BE AVAILABLE ON AN UNINTERRUPTED, TIMELY, SECURE, OR ERROR-FREE BASIS; (C) THE RESULTS THAT MAY BE OBTAINED FROM THE USE OF THE SERVICE OR ANY SERVICES OFFERED WILL BE ACCURATE OR RELIABLE; OR (D) THE QUALITY OF ANY PRODUCTS, SERVICES, INFORMATION, OR OTHER MATERIAL PURCHASED OR OBTAINED BY YOU THROUGH THE SERVICE WILL MEET YOUR EXPECTATIONS. ANY CONTENT, MATERIALS, INFORMATION OR SOFTWARE DOWNLOADED OR OTHERWISE OBTAINED THROUGH THE USE OF THE SERVICE IS DONE AT YOUR OWN DISCRETION AND RISK. COMPLETExRM SHALL HAVE NO RESPONSIBILITY FOR ANY DAMAGE TO YOUR COMPUTER SYSTEM OR LOSS OF DATA THAT RESULTS FROM THE DOWNLOAD OF ANY

CONTENT, MATERIALS, INFORMATION OR SOFTWARE. COMPLETExRM RESERVES THE RIGHT TO MAKE CHANGES OR UPDATES TO THE SERVICE AT ANY TIME WITHOUT NOTICE.

18. Internet Delays

COMPLETExRM's SERVICES MAY BE SUBJECT TO LIMITATIONS, DELAYS, AND OTHER PROBLEMS INHERENT IN THE USE OF THE INTERNET AND ELECTRONIC COMMUNICATIONS. COMPLETExRM IS NOT RESPONSIBLE FOR ANY DELAYS, DELIVERY FAILURES, OR OTHER DAMAGE RESULTING FROM SUCH PROBLEMS.

19. Limitation of Liability

IN NO EVENT SHALL COMPLETExRM BE LIABLE FOR ANY DIRECT, INDIRECT, INCIDENTAL, SPECIAL OR CONSEQUENTIAL DAMAGES, OR DAMAGES FOR LOSS OF PROFITS, REVENUE, DATA OR USE, INCURRED BY YOU OR ANY THIRD PARTY, WHETHER IN AN ACTION IN CONTRACT OR TORT, ARISING FROM YOUR ACCESS TO, OR USE OF, THE SERVICE. SOME JURISDICTIONS DO NOT ALLOW THE LIMITATION OR EXCLUSION OF LIABILITY. ACCORDINGLY, SOME OF THE ABOVE LIMITATIONS MAY NOT APPLY TO YOU. COMPLETExRM'S TOTAL LIABILITY IN ALL CASES SHALL NOT EXCEED THE AMOUNT THAT THE CUSTOMER HAS PAID FOR THE CURRENT MONTH OF THE APPLICABLE CLAIM.

20. Indemnity

You agree to defend, indemnify and hold harmless COMPLETExRM, its officers, directors, employees and agents from and against any and all claims, liabilities, damages, losses or expenses, including reasonable attorneys' fees and costs, arising out of or in any way connected with Your access to or use of the Service.

21. Note About Children

Minors are not eligible to use the Service, and we ask that they do not submit any personal information to us.

22. Export Restrictions and Legal Compliance

You may not access, download, use or export the Service, or the content, software, products or services provided by COMPLETExRM in violation of U.S. export laws or regulations, or in violation of any other applicable laws or regulations. You agree to comply with all export laws and restrictions and regulations of any United States or foreign agency or authority, and not to directly or indirectly provide or otherwise make available the services and products of COMPLETExRM in violation of any such restrictions, laws or regulations, or without all necessary approvals, including, without limitation, for the development, design, manufacture or production of nuclear, chemical or biological weapons of mass destruction. As applicable, You shall obtain and bear all expenses relating to any necessary licenses and/or exemptions with

respect to Your own use of the services of COMPLETExRM outside the United States. Neither the services of COMPLETExRM nor the underlying information or technology may be downloaded or otherwise provided or made available, either directly or indirectly, (i) into Cuba, Iran, Iraq, Libya, North Korea, Sudan, Syria or any other country subject to U.S. trade sanctions, to individuals or entities controlled by such countries, or to nationals or residents of such countries other than nationals who are lawfully admitted permanent residents of countries not subject to such sanctions; or (ii) to anyone on the U.S. Treasury Department's list of Specially Designated Nationals and Blocked Persons or the U.S. Commerce Department's Table of Denial Orders. By agreeing to these Terms and Conditions of Use, You agree to the foregoing and represents and warrants that You are not located in, under the control of, or a national or resident of any such country or on any such list.

23. Enforcement and Applicable Laws

All matters relating to Your access to, and use of, the Service shall be governed by U.S. federal law or the laws of the State of Utah. Any legal action or proceeding relating to Your access to, or use of, the Service shall be instituted in a state or federal court in the City and County of Salt Lake, Utah. You agree to submit to the jurisdiction of, and agree that venue is proper in, these courts in any such legal action or proceeding.

24. Copyright/Trademark Information

Copyright (c) 2004-2008, COMPLETExRM. All rights reserved. Other names appearing on the Site may be trademarks of their respective owners.

25. Contact Information

If You have any questions regarding these Terms of Use, please contact FranklinCovey at support@COMPLETExRM.com support@FranklinCovey.com. If you have any other questions regarding the Service, please contact COMPLETExRM at www.COMPLETExRM.com or telephone: +1 (801) 438-3460.