



ACCEPTANCE OF THE TERMS OF USE AND PARTICIPATION

By signing this instrument, I, _____ (the “Signer”),

- (a) represent that I am legally capable of accepting and agreeing to the Terms of Use and Participation,
- (b) acknowledge that
 - (i) I have received, read, and understood the Terms of Use and Participation,
 - (ii) the term “Participant” in the Terms of Use and Participation refers to me, and
 - (iii) the Terms of Use and Participation include, among other things,
 - (A) a choice-of-law provision (Delaware law),
 - (B) a forum-selection provision (state courts of Delaware),
 - (C) a jury-trial waiver,
 - (D) a class-action and mass-arbitration waiver,
 - (E) an arbitration provision (American Arbitration Association),
 - (F) limitations on liability, including one eliminating the liability of Unlock Highest Dimension, Inc. for its own negligence, and
 - (G) a provision permitting Unlock Highest Dimension, Inc. to amend or otherwise modify the Terms of Use and Participation without my consent or providing me with notice, and
- (c) accept and agree to the Terms of Use and Participation.

SIGNER:

Print Name: _____

Date: _____



ACCEPTANCE OF THE TERMS OF USE AND PARTICIPATION FOR A MINOR

By signing this instrument, I, _____ (the “Signer”),

- (a) represent that
 - (i) I am legally capable of accepting and agreeing to the Terms of Use and Participation in my own name,
 - (ii) I am the legal parent or guardian of _____ (the “Minor”), and
 - (iii) I am legally capable of accepting and agreeing to the Terms of Use and Participation on the Minor’s behalf,
- (b) acknowledge that
 - (i) I have received, read, and understood the Terms of Use and Participation,
 - (ii) the term “Participant” in the Terms of Use and Participation refer to me and the Minor, both individually and collectively, and
 - (iii) the Terms of Use and Participation include, among other things,
 - (A) a choice-of-law provision (Delaware law),
 - (B) a forum-selection provision (state courts of Delaware),
 - (C) a jury-trial waiver,
 - (D) a class-action and mass-arbitration waiver,
 - (E) an arbitration provision (American Arbitration Association),
 - (F) limitations on liability, including one eliminating the liability of Unlock Highest Dimension, Inc. for its own negligence, and
 - (G) a provision permitting Unlock Highest Dimension, Inc. to amend or otherwise modify the Terms of Use and Participation without my consent or providing me with notice,
- (c) accept and agree to the Terms of Use and Participation in my own name, and
- (d) accept and agree to the Terms of Use and Participation on the Minor’s behalf.

SIGNER:

Print Name: _____

Date: _____



TERMS OF USE AND PARTICIPATION

Dated October 1st, 2024

1. Definitions and Rules of Construction. In these Terms:
 - (a) Every list of examples is not limiting.
 - (b) “UHD” means Unlock Highest Dimension, Inc.
 - (c) “Forum” means website, social media account, online or offline course, newsletter, forum, bulletin board, publication, chatroom, group chat or message, or other digital or non-digital means of
 - (i) distributing information, content, documents, materials, or resources or
 - (ii) offering or soliciting goods, services, or other products, such as tools.
 - (d) “Participant” means, both individually and collectively,
 - (i) you and
 - (ii) any person or other entity in whose name or on whose behalf you have accepted or agreed to these Terms.
 - (e) “Principles” means the principles of UHD, a copy of which is available from UHD at the Participant’s request.
 - (f) “Terms” means these Terms of Use and Participation.
 - (g) “UHD Activity” means conference, meeting, event, or other activity that is sponsored by or otherwise associated in any way with UHD, whether the activity is held in person or virtually (*e.g.*, via teleconferencing software).
 - (h) “UHD Forum” means Forum that is directly or indirectly (*e.g.*, via a contractor) created, owned, operated, or maintained by UHD.
 - (i) “UHD Member” means a person or other entity that meets the conditions of membership in UHD under its certificate of incorporation and bylaws.
 - (j) Each of the following is a “Covered Entity”:
 - (i) UHD;
 - (ii) every member of UHD’s governing body;
-



- (iii) every officer, employee, or agent of UHD; and
- (iv) every person or other entity
 - (A) that has accepted or agreed to these Terms or
 - (B) in whose name or on whose behalf another person or other entity, such as a parent, legal guardian, or agent, has accepted or agreed to these Terms.

2. Principles. The Participant

- (a) acknowledges that UHD has provided the Participant with an opportunity to review the Principles and
- (b) represents that the Participant has reviewed and understood the Principles.

3. Representations. The Participant represents that:

- (a) The Participant
 - (i) has consulted with a doctor or other healthcare professional about participating in, and has received the doctor or other healthcare professional's permission to participate in, any UHD Activity or
 - (ii) will consult with a doctor or other healthcare professional about participating in, and will receive the doctor or other healthcare professional's permission to participate in, any UHD Activity *before* participating in any UHD Activity.
- (b) The doctor or other healthcare professional that the Participant consulted with about participating in any UHD Activity has explained the risks of participating in any UHD Activity to the Participant.
- (c) If the Participant has not consulted with a doctor or other healthcare professional about participating in any UHD Activity, then the Participant will ask a doctor or other healthcare professional to explain the risks of participating in any UHD Activity to the Participant.

4. Disclaimers. The Participant acknowledges that:

- (a) The Participant is responsible for his or her own actions and omissions.
- (b) UHD makes no promise or guarantee of success.
- (c) No statement by UHD's personnel constitutes a promise or guarantee of success.



- (d) Any statement by UHD’s personnel about an effect of any of the following is just an expression of judgment and not binding on UHD or its personnel:
- (i) using any information, content, document, material, or resource that
 - (A) UHD directly or indirectly suggests, offers, or distributes,
 - (B) a UHD Member suggests, offers, or distributes,
 - (C) UHD allows to be suggested, offered, or distributed
 - (I) at a UHD Activity or
 - (II) via a UHD Forum,
 - (D) the Participant is suggested or offered
 - (I) at a UHD Activity or
 - (II) via a UHD Forum, or
 - (E) the Participant solicits, receives, or obtains
 - (I) at a UHD Activity or
 - (II) via a UHD Forum;
 - (ii) using any good, service, or other product that
 - (A) UHD directly or indirectly suggests, offers, or distributes
 - (B) a UHD Member suggests, offers, or distributes
 - (C) UHD allows to be suggested, offered, or distributed
 - (I) at a UHD Activity or
 - (II) via a UHD Forum,
 - (D) the Participant is suggested or offered



- (I) at a UHD Activity or
- (II) via a UHD Forum, or
- (E) the Participant solicits, receives, or obtains
 - (I) at a UHD Activity or
 - (II) via a UHD Forum; or
- (iii) attending or participating in any UHD Activity or UHD Forum or part thereof.
- (e) UHD does not guarantee the privacy or security of any information or data that the Participant shares with UHD, including personal or sensitive information.
- (f) UHD does not make any representations, warranties, or statements of fact regarding the quality, completeness, accuracy, reliability, suitability, or safety of any information, content, document, material, or resource that
 - (i) UHD directly or indirectly suggests, offers, or distributes,
 - (ii) a UHD Member suggests, offers, or distributes,
 - (iii) UHD allows to be suggested, offered, or distributed
 - (A) at a UHD Activity or
 - (B) via a UHD Forum,
 - (iv) the Participant is suggested or offered
 - (A) at a UHD Activity or
 - (B) via a UHD Forum, or
 - (v) the Participant solicits, receives, or obtains
 - (A) at a UHD Activity or
 - (B) via a UHD Forum.



- (g) UHD does not make any representations, warranties, or statements of fact regarding the quality, reliability, suitability, safety, workmanship, merchantability, or fitness of any good, service, or other product that
 - (i) UHD directly or indirectly suggests, offers, or distributes,
 - (ii) a UHD Member suggests, offers, or distributes,
 - (iii) UHD allows to be suggested, offered, or distributed
 - (A) at a UHD Activity or
 - (B) via a UHD Forum,
 - (iv) the Participant is suggested or offered
 - (A) at a UHD Activity or
 - (B) via a UHD Forum, or
 - (v) the Participant solicits, receives, or obtains
 - (A) at a UHD Activity or
 - (B) via a UHD Forum.

- (h) UHD does not
 - (i) provide medical, legal, financial, or other professional advice or services or
 - (ii) make any representations, warranties, or statements of fact regarding the quality, completeness, accuracy, reliability, suitability, safety, or workmanship of any professional advice or service that
 - (A) a UHD Member suggests, offers, or distributes,
 - (B) UHD allows to be suggested, offered, or distributed
 - (I) at a UHD Activity or
 - (II) via a UHD Forum,
 - (C) the Participant is suggested or offered



- (I) at a UHD Activity or
- (II) via a UHD Forum, or
- (D) the Participant solicits, receives, or obtains
 - (I) at a UHD Activity or
 - (II) via a UHD Forum.
- (i) UHD does not prevent, diagnose, treat, or cure
 - (i) any disease,
 - (ii) any medical condition, or
 - (iii) any psychological, psychiatric, or mental disorder.
- (j) Any information, content, document, material, or resource that UHD suggests, offers, or distributes
 - (i) is for informational or educational purposes only,
 - (ii) neither is nor constitutes medical, legal, financial, or other professional advice, and
 - (iii) is neither intended to be used or relied on nor shall be used or relied on to prevent, diagnose, treat, or cure
 - (A) any disease,
 - (B) any medical condition, or
 - (C) any psychological, psychiatric, or mental disorder.
- (k) Nothing that UHD suggests, offers, or distributes is a substitute for—or may or should be relied on as if it is—
 - (i) advice or care from a licensed healthcare professional or
 - (ii) actual medical, psychological, or psychiatric treatment.



- (l) Nothing that is suggested, offered, or distributed at a UHD Activity or via a UHD Forum is a substitute for—or may or should be relied on as if it is—
 - (i) advice or care from a licensed healthcare professional or
 - (ii) actual medical, psychological, or psychiatric treatment.
- (m) The Participant should seek healthcare—including advice, care, and treatment for a disease, medical condition, or psychological, psychiatric, or mental disorder—from a licensed doctor or other healthcare professional.

5. Intellectual Property.

- (a) The Participant shall not infringe on any copyright or other intellectual property of UHD or any other Covered Entity.
- (b) The Participant shall keep the confidentiality of—and shall not disclose—any information, content, document, material, or resource that UHD
 - (i) makes available at a UHD Activity that is not open to the public,
 - (ii) makes available via a UHD Forum that is non-public (*e.g.*, a website that the Participant cannot access without logging in),
 - (iii) suggests, offers, or distributes to UHD’s Members exclusively, or
 - (iv) designates or labels as
 - (A) not-for-publication,
 - (B) not-for-distribution, or
 - (C) confidential.
- (c) The Participant shall not download, record, transcribe, copy, keep a copy of, publish, or distribute—whether in part or in full—any information, content, document, material, or resource that UHD
 - (i) makes available at a UHD Activity that is not open to the public,
 - (ii) makes available via a UHD Forum that is non-public (*e.g.*, a website that the Participant cannot access without logging in),
 - (iii) suggests, offers, or distributes to UHD’s Members exclusively, or



- (iv) designates or labels as
 - (A) not-for-publication,
 - (B) not-for-distribution, or
 - (C) confidential.
- (d) The Participant shall neither record or transcribe, nor keep, publish, or distribute a record or transcription of,
 - (i) any UHD Activity or UHD Forum or
 - (ii) any audiovisual or audio-only recording of a UHD Activity.

6. Publicity.

- (a) The Participant hereby grants the following irrevocable rights to UHD:
 - (i) the rights
 - (A) to take photographs, videos, and other images of the Participant while the Participant is attending or participating in a UHD Activity and
 - (B) to use, share, or reproduce such images for the purpose of publication, promotion, illustration, advertising, or trade, in any manner or in any medium;
 - (ii) the rights
 - (A) to record the Participant's voice or other sounds while the Participant is attending or participating in a UHD Activity and
 - (B) to use, share, or reproduce such recordings for the purpose of publication, promotion, illustration, advertising, or trade, in any manner or in any medium; and
 - (iii) the rights
 - (A) to transcribe the Participant's words and statements while the Participant is attending or participating in a UHD Activity or a UHD Forum and
 - (B) to use, share, or reproduce such transcriptions for the purpose of publication, promotion, illustration, advertising, or trade, in any manner or in any medium.



- (b) The Participant hereby
 - (i) releases UHD from any liability, and any claim against UHD, relating to any image, recording, or transcription that is a product of an exercise of UHD's rights under Section 6(a) of these Terms and
 - (ii) waives any right to compensation or non-monetary relief relating to any image, recording, or transcription that is a product of an exercise of UHD's rights under Section 6(a) of these Terms.

- 7. Non-Disparagement. The Participant shall not make, publish, or communicate
 - (a) any defamatory or disparaging remark, comment, or statement about
 - (i) UHD or
 - (ii) any other Covered Entity or
 - (b) any remark, comment, or statement that a reasonable person would perceive as damaging to the reputation of or questioning or undermining the integrity of
 - (i) UHD or
 - (ii) any other Covered Entity.

- 8. Limitations on Liability and Indemnification.
 - (a) A Covered Entity will not be liable to the Participant or any relative or guest of the Participant for harm resulting from *any* cause—including ordinary negligence by the Covered Entity—except
 - (i) gross negligence by the Covered Entity or
 - (ii) willful misconduct by the Covered Entity.
 - (b) A Covered Entity will not be liable to the Participant or any relative or guest of the Participant for harm resulting from the Covered Entity's *own* negligence.
 - (c) No Covered Entity is liable for any action or omission by another Covered Entity.
 - (d) No Covered Entity will be liable to the Participant or any relative or guest of the Participant for



- (i) incidental damages,
 - (ii) indirect damages,
 - (iii) consequential damages,
 - (iv) special damages,
 - (v) punitive damages,
 - (vi) exemplary damages,
 - (vii) speculative damages, or
 - (viii) any other damages that are similar to them.
- (e) UHD's maximum liability to the Participant or any other person is \$2,500.00.
- (f) The Participant shall indemnify UHD for and hold it harmless from any loss (including any attorney's fees and costs and expenses of litigation or arbitration) that UHD incurs or sustains as a result of
- (i) a breach by the Participant of these Terms (*e.g.*, the commencement by the Participant of litigation or arbitration in violation of these Terms),
 - (ii) the Participant's use of a UHD Forum,
 - (iii) the Participant's attendance at or participation in a UHD Activity, whether the attendance or participation is in person or virtual,
 - (iv) the acquisition, possession, or use of anything that the Participant
 - (A) was suggested or offered
 - (I) by UHD or a UHD Member,
 - (II) at a UHD Activity, or
 - (III) via a UHD Forum or
 - (B) solicited, received, or obtained
 - (I) from UHD or a UHD Member,



- (II) at a UHD Activity or
 - (III) via a UHD Forum,
 - (v) an act or omission by the Participant
 - (A) at a UHD Activity or
 - (B) via a UHD Forum, or
 - (vi) negligent or other tortious conduct of the Participant.
 - (g) For the avoidance of doubt, a cost or expense that UHD incurs to remove a remark, comment, or statement that the Participant makes in violation of Section 7 of these Terms from a website, a webpage, or social media is a “loss” within the meaning of Section 8(f) of these terms.
9. Choice of Law. The internal law of the State of Delaware governs
- (a) these Terms,
 - (b) the validity, interpretation, construction, performance, or enforcement of these Terms,
 - (c) any claim or dispute arising under or from these Terms,
 - (d) any claim or dispute arising from
 - (i) a breach of these Terms,
 - (ii) the inaccuracy of any representation, warranty, or statement of fact that was made
 - (A) in or in connection with these Terms or
 - (B) to induce a party to accept or agree to these Terms,
 - (iii) the negotiation, execution, or performance of these Terms,
 - (iv) a participant’s membership or other participation in UHD,
 - (v) a participant’s use of a UHD Forum,
 - (vi) a participant’s attendance at or participation in any UHD Activity, whether the attendance or participation is in person or virtual, or



- (vii) the acquisition, possession, or use of anything that a participant
 - (A) was suggested or offered
 - (I) by UHD or a UHD Member,
 - (II) at a UHD Activity, or
 - (III) via a UHD Forum or
 - (B) solicited, received, or obtained
 - (I) from UHD or a UHD Member,
 - (II) at a UHD Activity or
 - (III) via a UHD Forum.

- 10. Forum Selection. The courts of the State of Delaware (that is, Delaware’s state courts) have exclusive jurisdiction of any non-arbitrable matter relating to or involving
 - (a) these Terms,
 - (b) the validity, interpretation, construction, performance, or enforcement of these Terms,
 - (c) any claim or dispute arising under or from these Terms,
 - (d) any claim or dispute arising from
 - (i) a breach of these Terms,
 - (ii) the inaccuracy of any representation, warranty, or statement of fact that was made
 - (A) in or in connection with these Terms or
 - (B) to induce a party to accept or agree to these Terms,
 - (iii) the negotiation, execution, or performance of these Terms,
 - (iv) a participant’s membership or other participation in UHD,



- (v) a participant's use of a UHD Forum,
 - (vi) a participant's attendance at or participation in any UHD Activity, whether the attendance or participation is in person or virtual, or
 - (vii) the acquisition, possession, or use of anything that a participant
 - (A) was suggested or offered
 - (I) by UHD or a UHD Member,
 - (II) at a UHD Activity, or
 - (III) via a UHD Forum or
 - (B) solicited, received, or obtained
 - (I) from UHD or a UHD Member,
 - (II) at a UHD Activity or
 - (III) via a UHD Forum.
11. Trial-by-Jury Waiver. The Participant waives any right to a trial by jury in any matter relating to or involving
- (a) these Terms,
 - (b) the validity, interpretation, construction, performance, or enforcement of these Terms,
 - (c) any claim or dispute arising under or from these Terms,
 - (d) any claim or dispute arising from
 - (i) a breach of these Terms,
 - (ii) the inaccuracy of any representation, warranty, or statement of fact that was made
 - (A) in or in connection with these Terms or
 - (B) to induce a party to accept or agree to these Terms,
 - (iii) the negotiation, execution, or performance of these Terms,



- (iv) a participant's membership or other participation in UHD,
- (v) a participant's use of a UHD Forum,
- (vi) a participant's attendance at or participation in any UHD Activity, whether the attendance or participation is in person or virtual, or
- (vii) the acquisition, possession, or use of anything that a participant
 - (A) was suggested or offered
 - (I) by UHD or a UHD Member,
 - (II) at a UHD Activity, or
 - (III) via a UHD Forum or
 - (B) solicited, received, or obtained
 - (I) from UHD or a UHD Member,
 - (II) at a UHD Activity or
 - (III) via a UHD Forum.

12. Class-Action Waiver. The Participant waives any right to, may not, and shall not

- (a) commence or participate in any class action or mass arbitration,
- (b) request or obtain certification of a class or appointment as a class's representative under
 - (i) Rule 23 of the Federal Rules of Civil Procedure or
 - (ii) any other procedural rule,
- (c) join or consolidate claims or disputes by or against any Covered Entity as a representative or member of a class,
- (d) request or obtain relief in the general public's interests, or
- (e) request appointment or act as a private attorney general.



13. Arbitration.

- (a) Any claim or dispute relating to or involving one or more of the following will be settled by arbitration that is administered by the American Arbitration Association in accordance with its Consumer Arbitration Rules:
- (i) these Terms,
 - (ii) the validity, interpretation, construction, performance, or enforcement of these Terms,
 - (iii) any claim or dispute arising under or from these Terms,
 - (iv) any claim or dispute arising from
 - (A) a breach of these Terms,
 - (B) the inaccuracy of any representation, warranty, or statement of fact that was made
 - (I) in or in connection with these Terms or
 - (II) to induce a party to accept or agree to these Terms,
 - (C) the negotiation, execution, or performance of these Terms,
 - (D) a participant's membership or other participation in UHD,
 - (E) a participant's use of a UHD Forum,
 - (F) a participant's attendance at or participation in any UHD Activity, whether the attendance or participation is in person or virtual, or
 - (G) the acquisition, possession, or use of anything that a participant
 - (I) was suggested or offered
 - by UHD or a UHD Member,
 - at a UHD Activity, or
 - via a UHD Forum or



- (II) solicited, received, or obtained
 - from UHD or a UHD Member,
 - at a UHD Activity or
 - via a UHD Forum.
- (b) The place of any arbitration will be the State of Delaware.
- (c) The arbitrator will have the power to determine and rule on
 - (i) the arbitrator's own jurisdiction,
 - (ii) the arbitrability of any claim or dispute,
 - (iii) the validity or enforceability of these Terms, including Section 13 of these Terms, and
 - (iv) the substance of any dispute in which public injunctive relief is available.
- (d) The arbitrator and every party to an arbitration shall keep all matters relating to any of the following confidential:
 - (i) the arbitration and
 - (ii) any award that the arbitrator renders.
- (e) The courts of the State of Delaware (that is, Delaware's state courts) have exclusive jurisdiction to enter a judgment on any award that the arbitrator renders.
- (f) The Participant shall, before submitting a claim or dispute to arbitration, provide UHD with at least 30 days' written notice of the Participant's intent to submit the claim or dispute to arbitration, and any failure to provide this notice will constitute a basis for dismissing the claim or dispute with prejudice.
- (g) The Participant shall, after providing 30 days' notice of the Participant's intent to submit a claim or dispute to arbitration, negotiate to resolve the claim or dispute. Further:
 - (i) if the claim is not against, or the dispute is not with, UHD, then UHD shall mediate and otherwise facilitate the negotiation; and
 - (ii) the Participant shall negotiate in good faith; and



- (iii) any failure by the Participant to negotiate in good faith will constitute a basis for dismissing the claim or dispute with prejudice.
- (h) If a Covered Entity prevails in arbitration or litigation (*e.g.*, litigation to compel arbitration), then the Participant shall
 - (i) pay all the costs of the arbitration or litigation and
 - (ii) reimburse the Covered Entity for all the costs that the Covered Entity incurred in connection with the arbitration or litigation, including any attorney's fees.

14. Notice.

- (a) Notice is provided to UHD if the notice is
 - (i) in writing,
 - (ii) sent to UHD at its designated address via
 - (A) personal delivery,
 - (B) prepaid delivery by a nationally recognized courier, or
 - (C) certified or registered mail, return receipt requested,
 - (iii) sent to UHD's counsel at its designated address via first-class mail, and
 - (iv) actually received by UHD.
- (b) The designated address of UHD is:

Unlock Highest Dimension, Inc.
c/o Northwest Registered Agent Service, Inc.
8 The Green, Suite B
Dover, Delaware 19901
Attn: Head of Legal Operations

- (c) The designated address of UHD's counsel is:

GlidePath Legal, LLC
1601 Concord Pike, Suite 36C/D
Wilmington, Delaware 19803
Attn: Managing Member



15. Severability. If Section 13 or any other provision of these Terms is found or determined to be illegal or unenforceable, then:
 - (a) the provision will be severed from these Terms, and
 - (b) the rest of these Terms will remain enforceable and in full effect.
16. Conflict. If there is a conflict between the Principles and these Terms, then these Terms will control.
17. Amendments.
 - (a) UHD may, without the Participant's consent or any notice to the Participant, amend or otherwise modify these Terms.
 - (b) If the Participant continues to be a member of or to participate in UHD after UHD makes an amendment to or other modification of these Terms, then
 - (i) the Participant's continued membership or participation will constitute acceptance of and agreement to the amendment or other modification; and
 - (ii) the Participant will be deemed to have accepted and agreed to the amendment or other modification.