

THE PERSUASION LAB®

TERMS OF USE

Last Updated: September 1, 2026

Welcome to The Persuasion Lab. These Terms of Use (the "Terms") are a legally binding agreement between you and Negotiation Strategist Research, Inc. a Delaware, Corporation doing business as The Persuasion Lab ("The Persuasion Lab," "we," "us," or "our"). These Terms govern your access to and use of the website located at thepersuasionlab.com (and apply to every person or automated agent that accesses it, whether or not an account is created) and any related subdomains (the "Site"), together with all content, subscriptions, courses, workshops, tools, communities, newsletters, podcasts, and other products and services we make available through or in connection with the Site (collectively with the Site, the "Services"). Individual persons ("Consumers") may be addressed separately than business or sponsored users of the site.

PLEASE READ THESE TERMS CAREFULLY. THEY CONTAIN IMPORTANT PROVISIONS THAT AFFECT YOUR LEGAL RIGHTS, INCLUDING AN AGREEMENT TO RESOLVE DISPUTES THROUGH BINDING INDIVIDUAL ARBITRATION AND A WAIVER OF CLASS ACTIONS AND JURY TRIALS (SECTION 19), AUTOMATIC SUBSCRIPTION RENEWAL TERMS (SECTION 5), PROHIBITIONS ON SCRAPING AND AI TRAINING (SECTION 12), DISCLAIMERS OF WARRANTIES (SECTION 16), AND LIMITATIONS OF OUR LIABILITY (SECTION 17).

1. ACCEPTANCE OF THESE TERMS

1.1 Agreement. By accessing or using the Services, creating an account, purchasing a subscription, enrolling in the Negotiation Dojo®, subscribing to our newsletter, or clicking a button indicating your acceptance, you agree to be bound by these Terms and by our Privacy Policy, which is incorporated into these Terms by reference. If you do not agree to these Terms, you may not access or use the Services.

1.2 Additional Terms. Certain Services may be subject to additional terms that we present to you at the time of purchase or enrollment, such as a Professional Consulting engagement agreement, a Company or Organization Dojo statement of work, or workshop-specific rules (collectively, "Additional Terms"). Additional Terms are incorporated into these Terms. If there is a conflict between these Terms and any Additional Terms, the Additional Terms will control with respect to the specific Service to which they apply.

1.3 Organizational Use. If you are using the Services on behalf of a company, organization, or other legal entity, you represent and warrant that you have the authority to bind that entity to these Terms, and "you" refers to both you individually and that entity.

2. ELIGIBILITY

The Services are intended for adults. You must be at least eighteen (18) years of age, or the age of legal majority in your jurisdiction if greater, to use the Services. By using the Services, you represent and warrant that you meet this requirement, that you have not previously been suspended or removed from the Services, and that your use of the Services complies with all applicable laws. We do not knowingly collect personal information from anyone under the age of thirteen (13), and if we learn that we have done so we will delete it.

3. ACCOUNTS AND REGISTRATION

3.1 Account Creation. To access most Services you must register for an account. You agree to provide accurate, current, and complete information during registration and to keep your account information updated. We may refuse registration or cancel an account in our discretion.

3.2 Account Security. You are responsible for maintaining the confidentiality of your login credentials and for all activity that occurs under your account, whether or not authorized by you. You agree to notify us immediately at support@thepersuasionlab.com of any unauthorized use of your account or any other breach of security. We are not liable for any loss or damage arising from your failure to protect your credentials.

3.3 One Account Per Person. Accounts are personal to you and may not be shared, transferred, sold, or used by more than one individual. Seats purchased under a Company or Organization Dojo engagement are assigned to named individuals and may be reassigned only as permitted in the applicable Additional Terms.

4. DESCRIPTION OF THE SERVICES

The Persuasion Lab provides negotiation, persuasion, and influence education, coaching, and tools. Our current offerings include, without limitation:

- The Free Sampler, which provides access to monthly newsletters and selected sample content at no charge;
- The Vault™ Subscription, a paid subscription providing access to archived video and audio lessons, archived newsletters, an exclusive blog and podcast content, a negotiation script library, and book summaries;
- The Negotiation Dojo® Subscription (also referred to as the "Premium Subscription"), a paid subscription that includes The Vault™ content, eligibility to attend live or webcast Negotiation Dojo® classes, course materials, topical video content, a searchable tactics database, community features, and periodic virtual check-ins;
- Company or Organization Dojos, customized workshops delivered to businesses and organizations for a separate fee under Additional Terms;
- Professional Consulting, negotiation consulting and advisory services provided under a separate written engagement agreement; and

- Negotiation Tools, including online assessments, communication analysis tools, searchable research databases, and our video and podcast library.

We may add, modify, discontinue, or change the pricing of any Service at any time. Features described on the Site at the time of your purchase describe the offering as of that date; the specific content available through a subscription is curated by us and will change over time. We will use reasonable efforts to notify active subscribers of material reductions in the scope of a paid subscription.

5. SUBSCRIPTIONS, FEES, AND PAYMENT

5.1 Fees. Fees for paid Services are stated on the Site's Pricing page or in the applicable Additional Terms and are quoted in U.S. dollars. All fees are exclusive of applicable sales, use, value-added, or similar taxes, which you are responsible for paying unless we are legally required to collect them, in which case they will be added to your invoice.

5.2 Payment Authorization. You must provide a valid payment method to purchase a paid Service. By providing a payment method, you authorize us and our third-party payment processors to charge that method for all fees due, including recurring subscription fees and applicable taxes. You represent that you are authorized to use the payment method provided. If a charge is declined, we may suspend or terminate your access to the paid Service until payment is received.

5.3 AUTOMATIC RENEWAL. PAID SUBSCRIPTIONS RENEW AUTOMATICALLY. IF YOU PURCHASE A MONTHLY SUBSCRIPTION, YOUR SUBSCRIPTION WILL AUTOMATICALLY RENEW EACH MONTH, AND IF YOU PURCHASE AN ANNUAL SUBSCRIPTION, YOUR SUBSCRIPTION WILL AUTOMATICALLY RENEW EACH YEAR, IN EACH CASE AT THE THEN-CURRENT RATE FOR THAT SUBSCRIPTION, UNTIL YOU CANCEL. YOUR PAYMENT METHOD WILL BE CHARGED ON OR ABOUT THE FIRST DAY OF EACH RENEWAL PERIOD. BY PURCHASING A SUBSCRIPTION, YOU CONSENT TO THESE RECURRING CHARGES. WE WILL SEND NOTICE TO THE EMAIL ADDRESS ON YOUR ACCOUNT BEFORE AN ANNUAL SUBSCRIPTION RENEWS AND BEFORE ANY PRICE INCREASE TAKES EFFECT.

5.4 How to Cancel. You may cancel a subscription at any time through the "My Account" page on the Site or by emailing orders@thepersuasionlab.com. Cancellation takes effect at the end of the then-current billing period. You will retain access to the paid Service through the end of the period for which you have paid, after which your account will revert to free-tier access. Cancellation does not entitle you to a refund of fees already paid except as expressly provided in Section 5.6.

5.5 Price Changes. We may change subscription fees from time to time. Price changes will apply beginning with your next renewal period after we provide at least thirty (30) days' advance notice by email. If you do not agree to a price change, you may cancel before the change takes effect.

5.6 Refunds. EXCEPT AS REQUIRED BY LAW OR EXPRESSLY STATED IN THIS SECTION, ALL FEES ARE NON-REFUNDABLE. If you cancel a new annual subscription

within fourteen (14) days of your initial purchase and have not attended a Negotiation Dojo® class during that period, you may request a full refund by contacting us. Monthly subscriptions may be cancelled at any time but are not refundable for the current month.] Refund eligibility for Company or Organization Dojos and Professional Consulting is governed exclusively by the applicable Additional Terms. We reserve the right to issue refunds or credits at our discretion; doing so in one instance does not obligate us to do so in another.

5.7 Free Trials and Promotions. We may offer free trials, discount codes, or promotional pricing. Unless otherwise stated, promotional pricing applies only to the initial subscription period and subscriptions renew at the standard rate. We may terminate or modify promotions at any time and may limit them to one per person or household.

5.8 Chargebacks. If you dispute a charge with your card issuer or payment provider rather than contacting us first, we may suspend your account pending resolution and may recover reasonable costs incurred in responding to a chargeback that is determined to be unjustified.

6. EDUCATIONAL PURPOSE; NO LEGAL OR PROFESSIONAL ADVICE

6.1 Educational Content Only. The Services are provided for general educational and informational purposes. The techniques, frameworks, research summaries, scripts, assessments, and other content available through the Services (the "Content") are intended to help you develop general negotiation, persuasion, and influence skills. The Content is not tailored to your particular circumstances unless you have engaged us for Professional Consulting under a separate written agreement.

6.2 No Attorney-Client Relationship. Although certain principals, instructors, or coaches of The Persuasion Lab may be licensed attorneys, THE PERSUASION LAB IS NOT A LAW FIRM AND DOES NOT PROVIDE LEGAL SERVICES THROUGH THE SITE, THE VAULT™, THE NEGOTIATION DOJO®, OR ANY OTHER SERVICE. Nothing in the Content, and no communication with any instructor, coach, or community member through the Services, creates an attorney-client relationship or constitutes legal advice. Any information you share in connection with the Services is not protected by attorney-client privilege. If you need legal advice regarding a specific matter, you should consult a licensed attorney in your jurisdiction. Any legal services that may be provided by an individual affiliated with The Persuasion Lab in his or her separate professional capacity are governed by a separate written engagement with that individual or his or her law firm, not by these Terms.

6.3 No Financial, Medical, or Psychological Advice. The Content is not financial, investment, tax, medical, or mental-health advice, and does not substitute for consultation with a qualified professional in any of those fields.

6.4 No Guarantee of Results. Negotiation outcomes depend on many factors outside our control, including the conduct of other parties, market conditions, and your own judgment and execution. Testimonials on the Site reflect the individual experiences of particular customers and are not a promise or guarantee of the results you will achieve. WE DO NOT GUARANTEE ANY PARTICULAR OUTCOME FROM YOUR USE OF THE SERVICES. You

are solely responsible for the decisions you make and the actions you take in your own negotiations.

6.5 Your Ethical and Legal Responsibility. You agree to use the skills and Content you acquire through the Services lawfully and ethically. You will not use any technique learned through the Services to defraud, coerce, harass, or unlawfully manipulate any person, or in any manner that violates applicable law, professional rules of conduct, or the rights of others.

7. NEGOTIATION DOJO® PARTICIPATION

7.1 Eligibility to Attend. Attendance at Negotiation Dojo® classes is a benefit of an active Negotiation Dojo® (Premium) Subscription and is not available for separate purchase by individuals. You may attend more than one Dojo cohort while your subscription remains current, subject to availability and any enrollment procedures we establish. Companies and organizations may purchase Dojo workshops separately under Additional Terms.

7.2 Confidentiality of Dojo Sessions. The Negotiation Dojo® is a confidential private peer workshop. Participants may practice with actual negotiation fact patterns from their own lives and businesses. You agree that you will not disclose to any person outside the Dojo, or use for any purpose other than your own learning, any information shared by another participant during a Dojo session or in any Dojo community forum, including the identity of participants and the details of any negotiation, dispute, or transaction discussed. This obligation survives the end of your participation. You acknowledge that other participants are bound by the same obligation, but that we cannot guarantee their compliance, and you should exercise your own judgment about what you choose to share. Do not share information that you are legally or contractually prohibited from disclosing, including information subject to a non-disclosure agreement, attorney-client privilege, or a protective order.

7.3 Role Play and Exercises. Dojo sessions involve simulated negotiations, drills, and role play, which by design may include assertive, adversarial, or high-pressure exchanges. By participating you acknowledge the nature of these exercises and agree to engage respectfully, to treat all exercises as training rather than actual agreements, and to stop an exercise if asked to do so by an instructor. Statements made in role play are not representations, offers, or commitments of any kind.

7.4 Code of Conduct. You agree to treat instructors and fellow participants with courtesy and respect; to refrain from harassment, discrimination, threats, or personal attacks; not to solicit other participants for business or employment without their invitation; and to comply with any session rules communicated by an instructor. We may remove you from a session, cohort, or community, or terminate your subscription without refund, if we determine in our reasonable discretion that you have violated this Section.

7.5 Recording. We may record live or webcast Dojo sessions for the purpose of making class videos available to participants and, in edited form, for future educational Content. By attending a session, you consent to being recorded and grant us the rights described in Section 10.3 with respect to your appearance, voice, and contributions in such recordings. We will use reasonable efforts to exclude or anonymize participant-specific confidential fact patterns from

recordings made available beyond the cohort. You may not make your own audio or video recording of any session, or screenshot or distribute session materials, without our prior written consent.

7.6 Scheduling. Session dates, times, formats (in person or webcast), and instructors are subject to change. We will use reasonable efforts to notify enrolled participants of changes. If we cancel a scheduled session, we will offer a substitute session or recording; cancellation of a session does not entitle you to a refund of subscription fees.

8. PROFESSIONAL CONSULTING AND ORGANIZATIONAL ENGAGEMENTS

Professional Consulting services and Company or Organization Dojos are provided only under a separate written agreement, statement of work, or engagement letter that sets out the scope, fees, deliverables, and any additional terms of the engagement. Submitting an inquiry through the Site does not create an engagement, and we have no obligation to accept any engagement. Unless and until such a written agreement is signed, any preliminary discussions are governed by these Terms, and we will treat information you share in an inquiry as confidential but without any obligation beyond that stated in our Privacy Policy. Where a written engagement agreement exists, it controls over these Terms as to the services it covers.

9. INTELLECTUAL PROPERTY

9.1 Our Ownership. The Services and all Content, including text, videos, audio recordings, podcasts, newsletters, course handbooks, drills, scripts, assessments, databases, software, tools, graphics, logos, and the selection, arrangement, and compilation of all of the foregoing, are owned by The Persuasion Lab or its licensors and are protected by United States and international copyright, trademark, trade secret, and other intellectual property laws. Except for the limited license expressly granted in Section 9.3, nothing in these Terms transfers to you any right, title, or interest in the Services or Content, and all rights not expressly granted are reserved.

9.2 Trademarks. THE PERSUASION LAB, NEGOTIATION DOJO®, THE VAULT™, SAMPLE VAULT™, the Persuasion Lab logo, and other names, logos, and slogans used in connection with the Services are trademarks or service marks of The Persuasion Lab or its affiliates. You may not use any of these marks without our prior written permission, including in any manner that suggests sponsorship, endorsement, or affiliation, or as part of any domain name, social media handle, business name, or product name. Other marks appearing on the Site belong to their respective owners.

9.3 Limited License to You. Subject to your compliance with these Terms and payment of applicable fees, we grant you a limited, personal, non-exclusive, non-transferable, non-sublicensable, revocable license to access and view the Content made available to you through the Services, and to download course materials expressly designated as downloadable, solely for your own personal, non-commercial educational use (or, in the case of a Company or Organization Dojo, for the internal training use of the participating individuals). This license terminates automatically when your subscription ends or these Terms terminate.

9.4 Restrictions. Except as expressly permitted in these Terms or with our prior written consent, you will not, and will not permit any third party to:

- copy, reproduce, record, download, screenshot, scrape, or otherwise capture any Content, including video or audio lessons, session recordings, handbooks, scripts, or database entries;
- distribute, publish, transmit, resell, sublicense, rent, lend, or otherwise make any Content available to any third party, including by sharing login credentials or posting Content in any forum, group, or file-sharing service;
- modify, translate, adapt, or create derivative works based on the Content, or use the Content to develop, train, or market a competing course, program, publication, tool, or artificial intelligence or machine-learning model;
- remove, obscure, or alter any copyright, trademark, or other proprietary notice on any Content;
- reverse engineer, decompile, or attempt to derive the source code or underlying algorithms of any software, assessment, or tool included in the Services;
- use any Content for commercial teaching, coaching, or consulting purposes without a written license from us; or
- use the Services to build or compile a database of our research summaries, scripts, tactics, or other proprietary compilations.

9.5 Copyright Complaints (DMCA). We respect the intellectual property rights of others. If you believe that material available through the Services infringes your copyright, please send a notice that complies with the Digital Millennium Copyright Act, 17 U.S.C. § 512(c)(3), to our designated agent: Martin, PO Box 25605, Portland, Oregon 97298 support@thepersuasionlab.com 503-343-3303. Your notice must include (a) a physical or electronic signature of the copyright owner or a person authorized to act on the owner's behalf; (b) identification of the copyrighted work claimed to have been infringed; (c) identification of the material claimed to be infringing and information sufficient to permit us to locate it; (d) your contact information; (e) a statement that you have a good-faith belief that use of the material is not authorized by the copyright owner, its agent, or the law; and (f) a statement, under penalty of perjury, that the information in the notice is accurate and that you are authorized to act on behalf of the owner. We may terminate the accounts of users who are repeat infringers.

10. USER CONTENT AND FEEDBACK

10.1 User Content. The Services may allow you to post, upload, share, or submit content, including comments, questions, negotiation fact patterns, communications submitted for analysis, assessment responses, community forum posts, and contributions during Dojo sessions ("User Content"). You retain ownership of your User Content.

10.2 Your Responsibilities. You are solely responsible for your User Content. You represent and warrant that you own or have all necessary rights to your User Content; that your User Content does not infringe or misappropriate the rights of any third party or violate

any law, contract, or duty of confidentiality; and that your User Content does not contain personal information of third parties that you are not authorized to share. You should not submit the confidential information of your employer, clients, or counterparties unless you are authorized to do so.

10.3 License to Us. By submitting User Content, you grant The Persuasion Lab a non-exclusive, worldwide, royalty-free, perpetual, irrevocable, sublicensable, and transferable license to use, reproduce, store, adapt, modify, publish, translate, create derivative works from, distribute, and display your User Content in connection with operating, providing, improving, and promoting the Services, including (a) making session recordings and community discussions available to other participants, (b) using anonymized or de-identified negotiation fact patterns and communications as teaching examples and to improve our tools, assessments, and research, and (c) publishing testimonials you provide. We will not publicly attribute a testimonial or identifiable User Content to you by name without your consent. This license survives termination of your account to the extent your User Content has been incorporated into recordings, teaching materials, or aggregated data, but we will make reasonable efforts to remove User Content that you delete from community forums.

10.4 Tools That Analyze Your Communications. Certain Negotiation Tools allow you to submit emails, messages, or other communications for analysis. Such submissions are User Content. Analysis is generated automatically or semi-automatically, may be inaccurate or incomplete, and is provided for educational purposes only. You are responsible for redacting confidential or privileged information before submission.

10.5 Feedback. If you provide suggestions, ideas, or feedback about the Services ("Feedback"), you agree that we may use and disclose the Feedback for any purpose without restriction or compensation to you, and that Feedback is not confidential.

10.6 Monitoring and Removal. We have no obligation to monitor User Content but may do so. We may remove, edit, or refuse to post any User Content at any time, for any reason, without notice.

11. ACCEPTABLE USE

In addition to the restrictions in Sections 7 and 9, you agree that you will not:

- use the Services for any unlawful purpose or in violation of any applicable law or regulation;
- post or transmit User Content that is defamatory, obscene, pornographic, threatening, harassing, hateful, discriminatory, or that promotes violence or illegal activity;
- impersonate any person or entity, misrepresent your affiliation with any person or entity, or use another person's account;
- collect or harvest personal information about other users, including contact information, without their consent;
- use the Services to send unsolicited commercial communications or to solicit other users for products, services, or employment without their invitation;

- upload or transmit viruses, malware, or other harmful code, or interfere with the integrity or performance of the Services;
- access the Services through automated means, including bots, scrapers, or crawlers, or attempt to bypass any access restriction, authentication, or paywall;
- attempt to gain unauthorized access to any portion of the Services, other accounts, or any systems or networks connected to the Services; or
- encourage or assist any other person in doing any of the foregoing.

12. AUTOMATED ACCESS, SCRAPING, AND ARTIFICIAL INTELLIGENCE

12.1 No Automated Access. Except for the operation of publicly available search engines that index the Site solely to display links to it in search results and that honor our robots.txt directives, you may not access the Services by any automated means, including bots, spiders, crawlers, scrapers, headless browsers, browser extensions, or scripts, or use any automated process to download, extract, harvest, index, or copy any portion of the Services or Content. Our robots.txt file, any "noai," "noimageai," or similar meta tags or HTTP headers, and any other machine-readable signal we deploy constitute express instructions regarding automated access, and you agree to comply with them. You may not circumvent, disable, or interfere with any rate limit, paywall, login requirement, CAPTCHA, or other technical measure we use to control access to the Services.

12.2 No AI Training, Text and Data Mining, or Machine Learning Use. You may not use the Services, the Content, or any User Content, in whole or in part, and whether accessed directly, through a third party, or from a cache, archive, or dataset, for the purpose of developing, training, fine-tuning, testing, evaluating, benchmarking, validating, grounding, augmenting, or improving any artificial intelligence or machine-learning model, system, or application, including large language models, generative AI systems, embedding models, and retrieval-augmented generation systems, or for any text and data mining, corpus-building, or dataset-creation activity. This prohibition applies to all Content in all formats, including written materials, video and audio lessons, podcast episodes and transcripts, newsletters, session recordings, scripts, assessments, and database entries, and it applies whether the resulting model or dataset is commercial or non-commercial, public or private, and whether the Content is used verbatim, summarized, tokenized, or otherwise transformed.

12.3 Express Reservation of Rights. The Persuasion Lab expressly reserves all rights in the Services and Content with respect to text and data mining, machine learning, and artificial intelligence training, including the reservation of rights contemplated by Article 4(3) of Directive (EU) 2019/790 and any comparable law in any jurisdiction, to the fullest extent such reservation may be made. Nothing on the Site, and no failure to deploy a particular technical signal, will be construed as consent to any use prohibited by this Section.

12.4 Operators Are Responsible for Their Agents. If you develop, deploy, operate, or direct any automated agent, crawler, model, or AI system that accesses the Services, you are responsible for its conduct as if it were your own, and you agree that its access constitutes your

acceptance of these Terms. Each request made to the Services by an automated agent in violation of this Section is a separate breach of these Terms.

12.5 Your Use of AI Tools With Our Content. You may not upload, paste, or otherwise input Content into any third-party artificial intelligence service, notetaking tool, transcription service, or similar system that retains inputs for the purpose of training or improving its models or that makes inputs available to other users. You may not deploy AI meeting assistants, recording bots, or transcription agents in any Negotiation Dojo® session, coaching call, or community meeting without our prior written consent and the consent of the other participants, because such tools compromise the confidentiality described in Section 7.2. Personal, non-commercial use of an AI tool that does not train on your inputs (such as a private summarization tool with training disabled) to assist your own study of Content you are licensed to access does not violate this Section, provided you do not distribute the resulting output and otherwise comply with Section 9.

12.6 Remedies. You acknowledge that violations of this Section would cause The Persuasion Lab irreparable harm for which monetary damages would be an inadequate remedy, and that we will be entitled to injunctive and other equitable relief in addition to all other available remedies, without the necessity of posting a bond. We may investigate suspected violations, block or throttle any IP address, account, or user agent, demand the deletion of any data collected in violation of this Section (together with any model weights, embeddings, or derivative datasets that incorporate it) and certification of such deletion, and pursue all remedies available under contract, copyright, trademark, and trade secret law, the Computer Fraud and Abuse Act, 18 U.S.C. § 1030, Section 1201 of the Digital Millennium Copyright Act, and applicable state computer-trespass and unfair-competition laws.

12.7 Licensing. If you wish to license Content for any use described in this Section, including AI training or dataset inclusion, please contact us at orders@thepersuasionlab.com. No license will be effective unless set out in a written agreement signed by an authorized representative of The Persuasion Lab.

13. COMMUNITY FEATURES

Community forums, group discussions, and member "mindshare" features allow subscribers to interact with one another. Opinions expressed by other users are their own and are not endorsed or verified by The Persuasion Lab. We are not responsible for the conduct of any user, online or offline, and you interact with other users at your own risk. Content shared in community forums is available to other subscribers with access to that forum and is subject to the confidentiality obligations in Section 7.2, but you should not assume that any online forum is secure. We may establish additional community guidelines, which will constitute Additional Terms.

14. THIRD-PARTY SERVICES AND LINKS

The Services may use, link to, or integrate with third-party websites, platforms, and services, including payment processors, email and newsletter providers, video conferencing platforms, and content hosting services. We do not control and are not responsible for the content, privacy practices, or availability of any third-party service. Your use of a third-party service is governed

by that third party's terms and policies. Links to third-party sites or resources, including research papers, books, and podcasts referenced in the Content, are provided for convenience only and do not constitute an endorsement.

15. PRIVACY

Our collection, use, and disclosure of personal information in connection with the Services is described in our Privacy Policy, available at <https://thepersuasionlab.com/privacy-policy>. By using the Services you consent to the practices described in the Privacy Policy. If you sign up for our newsletter, you consent to receive periodic email communications from us; you may unsubscribe at any time using the link included in each email.

16. DISCLAIMER OF WARRANTIES

TO THE FULLEST EXTENT PERMITTED BY APPLICABLE LAW, THE SERVICES AND ALL CONTENT ARE PROVIDED "AS IS" AND "AS AVAILABLE," WITHOUT WARRANTY OF ANY KIND, WHETHER EXPRESS, IMPLIED, OR STATUTORY. THE PERSUASION LAB AND ITS AFFILIATES, PRINCIPALS, INSTRUCTORS, COACHES, CONTRACTORS, AND LICENSORS EXPRESSLY DISCLAIM ALL WARRANTIES, INCLUDING IMPLIED WARRANTIES OF MERCHANTABILITY, FITNESS FOR A PARTICULAR PURPOSE, TITLE, AND NON-INFRINGEMENT, AND ANY WARRANTIES ARISING FROM COURSE OF DEALING OR USAGE OF TRADE.

WITHOUT LIMITING THE FOREGOING, WE DO NOT WARRANT THAT (A) THE SERVICES WILL MEET YOUR REQUIREMENTS OR PRODUCE ANY PARTICULAR NEGOTIATION OUTCOME; (B) THE SERVICES WILL BE UNINTERRUPTED, TIMELY, SECURE, OR ERROR-FREE; (C) THE CONTENT, INCLUDING RESEARCH SUMMARIES, ASSESSMENTS, AND COMMUNICATION ANALYSES, IS ACCURATE, COMPLETE, CURRENT, OR RELIABLE; OR (D) ANY DEFECTS WILL BE CORRECTED. ANY MATERIAL OBTAINED THROUGH THE SERVICES IS ACCESSED AT YOUR OWN RISK.

SOME JURISDICTIONS DO NOT ALLOW THE EXCLUSION OF CERTAIN WARRANTIES, SO SOME OF THE ABOVE EXCLUSIONS MAY NOT APPLY TO YOU.

17. LIMITATION OF LIABILITY

TO THE FULLEST EXTENT PERMITTED BY APPLICABLE LAW, IN NO EVENT WILL THE PERSUASION LAB OR ITS AFFILIATES, MEMBERS, MANAGERS, OFFICERS, EMPLOYEES, PRINCIPALS, INSTRUCTORS, COACHES, CONTRACTORS, AGENTS, OR LICENSORS BE LIABLE TO YOU FOR ANY INDIRECT, INCIDENTAL, SPECIAL, CONSEQUENTIAL, EXEMPLARY, OR PUNITIVE DAMAGES, OR FOR ANY LOSS OF PROFITS, REVENUE, BUSINESS, OPPORTUNITY, GOODWILL, OR DATA, OR FOR THE OUTCOME OF ANY NEGOTIATION, TRANSACTION, OR DISPUTE IN WHICH YOU PARTICIPATE, ARISING OUT OF OR RELATING TO THESE TERMS OR THE SERVICES, WHETHER BASED ON CONTRACT, TORT (INCLUDING NEGLIGENCE), STRICT LIABILITY, OR ANY OTHER THEORY, EVEN IF WE HAVE BEEN ADVISED OF THE POSSIBILITY OF SUCH DAMAGES.

TO THE FULLEST EXTENT PERMITTED BY APPLICABLE LAW, OUR TOTAL AGGREGATE LIABILITY TO YOU FOR ALL CLAIMS ARISING OUT OF OR RELATING TO THESE TERMS OR THE SERVICES WILL NOT EXCEED THE GREATER OF (A) THE TOTAL AMOUNT YOU PAID TO US FOR THE SERVICES DURING THE TWELVE (12) MONTHS IMMEDIATELY PRECEDING THE EVENT GIVING RISE TO THE CLAIM, OR (B) ONE HUNDRED U.S. DOLLARS (\$100).

THE LIMITATIONS IN THIS SECTION ARE FUNDAMENTAL ELEMENTS OF THE BARGAIN BETWEEN YOU AND US AND WILL APPLY EVEN IF ANY LIMITED REMEDY FAILS OF ITS ESSENTIAL PURPOSE. SOME JURISDICTIONS DO NOT ALLOW THE LIMITATION OF LIABILITY FOR CERTAIN DAMAGES, SO SOME OF THE ABOVE LIMITATIONS MAY NOT APPLY TO YOU. NOTHING IN THESE TERMS LIMITS LIABILITY THAT CANNOT BE LIMITED UNDER APPLICABLE LAW.

18. INDEMNIFICATION

You agree to defend, indemnify, and hold harmless The Persuasion Lab and its affiliates, members, managers, officers, employees, principals, instructors, coaches, contractors, agents, and licensors from and against any and all claims, liabilities, damages, losses, judgments, costs, and expenses (including reasonable attorneys' fees) arising out of or relating to (a) your access to or use of the Services; (b) your User Content; (c) your breach of these Terms, including the confidentiality obligations in Section 7.2, the restrictions in Section 9.4, and the prohibitions on automated access and AI training in Section 12; (d) your violation of any law or the rights of any third party; or (e) any negotiation, transaction, agreement, or dispute in which you use skills or Content obtained through the Services. We reserve the right to assume the exclusive defense and control of any matter subject to indemnification by you, in which case you agree to cooperate with our defense.

19. DISPUTE RESOLUTION; BINDING ARBITRATION; CLASS ACTION WAIVER

PLEASE READ THIS SECTION CAREFULLY. IT AFFECTS YOUR RIGHTS AND REQUIRES YOU TO ARBITRATE DISPUTES ON AN INDIVIDUAL BASIS.

19.1 Informal Resolution First. Before initiating arbitration or any other proceeding, you and we agree to attempt to resolve any dispute, claim, or controversy arising out of or relating to these Terms or the Services ("Dispute") informally. You will send a written notice describing the Dispute and the relief sought to orders@thepersuasionlab.com or to the mailing address in Section 23, and we will send any notice to the email address associated with your account. The parties will negotiate in good faith for at least sixty (60) days after the notice is received. If the Dispute is not resolved within that period, either party may proceed as set out below. Any applicable statute of limitations is tolled during the informal resolution period.

19.2 Agreement to Arbitrate. Except as provided in Section 19.5, you and The Persuasion Lab agree that any Dispute will be resolved exclusively by final and binding arbitration administered by the Arbitration Service of Portland, Inc. ("ASP") under its rules then in effect,

as modified by this Section. The Federal Arbitration Act, 9 U.S.C. § 1 et seq., governs the interpretation and enforcement of this Section.

19.3 Arbitration Procedure. The arbitration will be conducted by a single neutral arbitrator. If the amount in controversy is \$25,000 or less, the arbitration will be conducted on the basis of written submissions unless the arbitrator determines a hearing is necessary; otherwise, any hearing will take place by video conference or, if an in-person hearing is required, in Washington County or another location reasonably convenient to you as determined by the arbitrator. The arbitrator has exclusive authority to resolve any dispute relating to the interpretation, applicability, or enforceability of this arbitration agreement, except that a court will decide any dispute regarding the class action waiver in Section 19.4. The arbitrator may award any relief that a court of competent jurisdiction could award to an individual party. Judgment on the award may be entered in any court of competent jurisdiction.

19.4 CLASS ACTION AND JURY TRIAL WAIVER. YOU AND THE PERSUASION LAB AGREE THAT EACH MAY BRING CLAIMS AGAINST THE OTHER ONLY IN AN INDIVIDUAL CAPACITY AND NOT AS A PLAINTIFF OR CLASS MEMBER IN ANY PURPORTED CLASS, COLLECTIVE, CONSOLIDATED, OR REPRESENTATIVE PROCEEDING. THE ARBITRATOR MAY NOT CONSOLIDATE MORE THAN ONE PERSON'S CLAIMS OR PRESIDE OVER ANY FORM OF CLASS OR REPRESENTATIVE PROCEEDING. TO THE EXTENT ANY DISPUTE PROCEEDS IN COURT RATHER THAN ARBITRATION, YOU AND THE PERSUASION LAB EACH WAIVE ANY RIGHT TO A JURY TRIAL. If the class action waiver is found unenforceable as to a particular claim, then that claim (and only that claim) will be severed and litigated in court, and the remaining claims will proceed in arbitration.

19.5 Fees. Payment of ASP filing, administrative, and arbitrator fees will be governed by the ASP rules. Each party will bear its own attorneys' fees and costs.

19.7 Opt-Out. Consumers may opt out of this arbitration agreement by sending a written notice to orders@thepersuasionlab.com within thirty (30) days after you first accept these Terms, stating your name, the email address associated with your account, and a clear statement that you wish to opt out of arbitration. If you opt out, Section 19.4 will not apply to you, but the remaining provisions of these Terms, including Section 20, will continue to apply.

19.8 Confidentiality of Arbitration. The parties will keep the existence, content, and result of any arbitration confidential, except as necessary to enforce an award, to comply with law, or to prepare for and conduct the arbitration.

19.9 Severability and Survival. If any part of this Section 19 other than Section 19.4 is found to be unenforceable, the remainder of this Section will remain in effect. This Section survives termination of these Terms and your relationship with us.

20. GOVERNING LAW AND VENUE

These Terms and any Dispute are governed by the laws of the State of Oregon and applicable federal law of the United States, without regard to conflict-of-laws principles that would require

application of the laws of another jurisdiction. Subject to Section 19, arbitration opting out consumers and The Persuasion Lab agree that any judicial proceeding permitted under these Terms will be brought exclusively in the state or federal courts located in Washington County, Oregon, and each party consents to the personal jurisdiction of and venue in those courts. Nothing in this Section deprives consumers of the protection of mandatory consumer-protection laws of the state in which you reside.

21. TERM, SUSPENSION, AND TERMINATION

21.1 Term. These Terms are effective when you first access the Services and remain in effect until terminated as provided herein.

21.2 Termination by You. You may terminate these Terms at any time by cancelling any active subscription in accordance with Section 5.4, ceasing all use of the Services, and requesting deletion of your account by contacting us.

21.3 Suspension or Termination by Us. We may suspend or terminate your account or your access to all or any part of the Services at any time, with or without notice, if we reasonably believe that you have violated these Terms or any Additional Terms, that your conduct poses a risk to other participants or to us, that you have engaged in fraudulent or unlawful activity, or as required by law. We may also terminate these Terms or discontinue any Service for convenience on reasonable notice, in which case we will refund any prepaid fees for the portion of the subscription period following termination. If we terminate your access for cause, you will not be entitled to any refund.

21.4 Effect of Termination. Upon termination, your license to use the Services and Content ends immediately, you must cease all use of the Content, and we may delete your account and User Content, subject to our Privacy Policy and any legal retention obligations. Sections 5 (as to amounts owed), 6, 7.2, 9, 10.3, 10.5, 12, 16 through 20, 21.4, and 24 through 26, and any other provision that by its nature should survive, will survive termination.

22. CHANGES TO THESE TERMS

We may revise these Terms from time to time. If we make material changes, we will notify you by posting the updated Terms on the Site with a new "Last Updated" date and, for active subscribers, by sending notice to the email address associated with your account at least thirty (30) days before the changes take effect, unless the change is required by law or addresses a new Service, in which case it may take effect immediately. Your continued use of the Services after the effective date of any revised Terms constitutes your acceptance of the revised Terms. If you do not agree to the revised Terms, you must stop using the Services and may cancel any active subscription before the effective date. Changes to Section 19 will not apply to any Dispute for which the parties have actual notice on or before the effective date of the change.

23. NOTICES

We may provide notices to you by email to the address associated with your account, by posting on the Site, or through the Services. Notices to us must be sent by email to

orders@thepersuasionlab.com or by mail to Negotiation Strategist Research, Inc., Attn: Legal, PO Box 25605, Portland, Oregon 97298, Notices sent by mail are deemed received three (3) business days after mailing; notices sent by email are deemed received when sent, provided no bounce or error message is received.

24. ELECTRONIC COMMUNICATIONS AND SIGNATURES

You consent to receive communications from us electronically, and you agree that all agreements, notices, disclosures, and other communications we provide to you electronically satisfy any legal requirement that such communications be in writing. You agree that clicking "I agree," "Add to cart," "Enroll," or a similar button, or otherwise indicating assent electronically, constitutes your electronic signature and has the same legal effect as a handwritten signature under the federal Electronic Signatures in Global and National Commerce Act and applicable state law.

25. GENERAL PROVISIONS

25.1 Entire Agreement. These Terms, together with the Privacy Policy and any Additional Terms, constitute the entire agreement between you and The Persuasion Lab regarding the Services and supersede all prior or contemporaneous understandings, communications, and agreements, whether written or oral, regarding their subject matter.

25.2 Severability. If any provision of these Terms is held invalid or unenforceable, that provision will be enforced to the maximum extent permissible and the remaining provisions will remain in full force and effect.

25.3 No Waiver. Our failure to enforce any right or provision of these Terms will not constitute a waiver of that right or provision. Any waiver must be in writing and signed by an authorized representative of The Persuasion Lab.

25.4 Assignment. You may not assign or transfer these Terms or any rights or obligations hereunder without our prior written consent, and any attempted assignment in violation of this Section is void. We may assign these Terms without restriction, including in connection with a merger, acquisition, reorganization, or sale of assets.

25.5 Force Majeure. We will not be liable for any failure or delay in performance resulting from causes beyond our reasonable control, including acts of God, natural disasters, epidemics, war, terrorism, civil unrest, labor disputes, governmental action, utility or internet failures, or the unavailability of third-party platforms or instructors due to illness or emergency.

25.6 Independent Contractors. Nothing in these Terms creates any partnership, joint venture, employment, agency, or fiduciary relationship between you and The Persuasion Lab. Instructors, coaches, and Negotiation Dojo® graduates who provide services through The Persuasion Lab may be independent contractors.

25.7 Export and Sanctions. You represent that you are not located in, and are not a national or resident of, any country subject to comprehensive U.S. sanctions, and that you are not on any U.S. government list of prohibited or restricted parties.

25.8 California Residents. Under California Civil Code Section 1789.3, California residents may contact the Complaint Assistance Unit of the Division of Consumer Services of the California Department of Consumer Affairs in writing at 1625 North Market Blvd., Suite N 112, Sacramento, CA 95834, or by telephone at (800) 952-5210.

25.9 Interpretation. Section headings are for convenience only and do not affect interpretation. The words "including" and "include" mean "including without limitation." No rule of strict construction will be applied against either party as the drafter of these Terms.

25.10 Language. These Terms are written in English. Any translation is provided for convenience only, and the English version controls in the event of any conflict.

26. CONTACT US

If you have questions about these Terms or the Services, please contact us at:

The Persuasion Lab
Negotiation Strategist Research, Inc.
PO BOX
Portland, Oregon 97298
Email: support@thepersuasionlab.com
Web: <https://thepersuasionlab.com/contact-us>

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