

TERMS AND CONDITIONS FOR THE ONLINE SALE OF GOODS AND SERVICES

Welcome to the Quaternary Healthcare Consultancy, LLC Online Learning Platform, <https://www.quaternaryconsultant.com>, hereafter “the Platform” or the “Site”. By purchasing a course or template from Quaternary Healthcare Consultancy, LLC (the “Company”), you are agreeing to be bound by these terms of sale (the “Terms”) without modification. Please read these Terms carefully before completing your transaction.

The Platform is an online learning platform that may from time to time sell courses, books, templates, consulting and other information and materials that are intended to teach people how to Coach and provide expert opinions, advice, and best practices specific to hospital operations, and assist healthcare executives to improve inefficiencies and associated costs within their organization..

THIS DOCUMENT CONTAINS VERY IMPORTANT INFORMATION REGARDING YOUR RIGHTS AND OBLIGATIONS, AS WELL AS CONDITIONS, LIMITATIONS, AND EXCLUSIONS THAT MIGHT APPLY TO YOU. PLEASE READ IT CAREFULLY. THESE TERMS REQUIRE THE USE OF ARBITRATION TO RESOLVE DISPUTES, RATHER THAN JURY TRIALS OR CLASS ACTIONS.

BY PLACING AN ORDER FOR PRODUCTS OR SERVICES FROM THIS WEBSITE, YOU ACCEPT AND ARE BOUND BY THESE TERMS AND CONDITIONS.

YOU MAY NOT ORDER OR OBTAIN PRODUCTS OR SERVICES FROM THIS WEBSITE IF YOU (A) DO NOT AGREE TO THESE TERMS, (B) ARE NOT THE OLDER OF (i) AT LEAST 18 YEARS OF AGE OR (ii) LEGAL AGE TO FORM A BINDING CONTRACT, OR (C) ARE PROHIBITED FROM ACCESSING OR USING THIS WEBSITE OR ANY OF THIS WEBSITE'S CONTENTS, GOODS OR SERVICES BY APPLICABLE LAW.

Privacy

Your continued use of the Platform is subject to our Privacy Policy. Please review our Privacy Policy carefully, as the terms of that policy are incorporated into these Terms by reference.

Electronic Communications

Sending or receiving electronic mail to or from the Company constitutes electronic communications. By purchasing a Course from the Company, you consent to receiving electronic communications from the Company and any of its employees, representatives, agents, independent contractors, coaches, affiliates or any other person or entity associated with Quaternary Healthcare Consultancy, LLC. You further consent and agree that any and all agreements, notices, disclosures, and other related communications that we may provide to you electronically or via the Site will satisfy any legal requirement that such communications be in writing.

Your Account

By using and accessing this Platform, you understand and agree that you alone are responsible for maintaining the confidentiality of your account, your username and your password, and for restricting access to your computer while you are logged into the Platform. You further agree not to provide or share your login information to any other person or entity to use or access the Platform. You agree to accept sole responsibility for any copying, dissemination, or plagiarism of the content of this course that ultimately originates from your user account, whether by your fault or as a result of the theft or misappropriation of your account. You shall not share, assign, sell or otherwise transfer your account to any other person or entity. The Company reserves the right to terminate your account, refuse or cancel your services, or remove or edit the content available to you in the event that we determine you have the requirements of this section.

Course Access

We reserve the right to update, discontinue, or otherwise remove access to any product, template, or course at any time. However, for non-subscription products (i.e. products that you pay a single fee to access), your access to that product will be for a minimum of one (1) year. Subscription-based products will renew on a monthly or quarterly basis as explained in the sales page for that individual product.

In the event that we decide to discontinue access to a product on the Platform, we will provide you with written notice at least thirty (30) days in advance before we remove the product and eliminate access to it.

Prices and Payment Terms

All prices posted on this Site are subject to change without notice. The price charged for a product or service will be the price in effect at the time the order is placed and will be set out in your order confirmation email. Price increases will only apply to orders placed after such changes. Posted prices do not include taxes or charges for

shipping and handling (if applicable). All such taxes and charges will be added to your order total and will be itemized in your shopping cart and in your order confirmation email.

We accept all major credit cards for all purchases. Credit card transactions are run through a third-party payment processor. You represent and warrant that (i) the credit card information you supply is true, correct, and complete, (ii) you are duly authorized to use such credit card for the purchase, (iii) charges incurred by you will be honored by your credit card company, and (iv) you will pay charges incurred by you at the posted prices, including all applicable taxes, if any.

Payment Plans

From time to time, we may offer payment plans for various products and services. If you have selected to make payments under a payment plan, you understand and agree to the following additional terms and conditions:

1. You agree to maintain a valid credit card on file with our credit card processor for the entire term of the payment plan. You understand that it is your responsibility to notify us
2. Payments under the payment plan will be payable as outlined in the payment terms you agreed to when you made your initial payment;
3. You understand that payments will continue until your account is paid in full;
4. I understand that any charges that are declined or otherwise returned for insufficient funds will immediately cause my online account to become delinquent, may result in immediate suspension of my online account, and may result in a referral to a collection agency;
5. I further understand and agree that if I do not follow through with my payment plan as outlined above, and/or if any installment is delinquent beyond ten (10) days, than my account, at the sole option of Quaternary Healthcare Consultancy, LLC, may be declared immediately due and payable in full. You furthermore promise to pay all attorney's fees and other reasonable costs of collection required to collect any amount not paid when due. I understand that if my account is referred to a collection agency, the collection fee is ordinarily thirty-three and one-third percent (33 1/3%) of the total outstanding balance due, for which I will be responsible in addition to the principal debt that is due and payable.

FAILURE TO MAKE ANY PAYMENT DUE UNDER A PAYMENT PLAN MAY RESULT IN IMMEDIATE TERMINATION OF YOUR ACCESS TO THE PLATFORM.

Cancellation and Refund Policy

Because many of our products are downloadable and can be used immediately once you have purchased the course they are associated with, there are no refunds. If you have questions or want to make sure a particular course or template is right for your business, please contact us before you purchase.

Links to Third-Party Sites

Within our courses, we may from time to time provide links to other websites, videos and/or resources (“third-party sites”). You should be aware that the Company does not control these sites and is not responsible for any of the content contained in any third-party site, including, without limit, any links contained in the third-party sites, or any updates or changes to the third-party sites. The Company provides these links to assist you, provide context to the content of our courses and templates, or as a convenience to you. Unless otherwise indicated, the fact that the Company has included a link to any particular third-party site or service does not imply that the Company has endorsed any particular individual or company or has a business association with that particular website.

Third-Party Services

Certain products, services and functionality made available via the Platform are provided by third party websites and organizations. By using the Platform, you acknowledge and consent that the Company may share your personal information and data with any third party with whom the Company has a contractual relationship to provide the requested product, service or functionality on behalf of the users and customers of Quaternary Healthcare Consultancy, LLC.

No unlawful or prohibited use/Intellectual Property

You are granted a non-exclusive, non-transferable, revocable license to access and use the Platform strictly in accordance with these terms of sale. As a condition of your continued use of the Platform, you warrant to the Company that you will not use the Platform for any purpose that is unlawful or otherwise prohibited by these Terms of Sale. You may not use the Platform in any manner which could damage, disable, overburden, or impair the Platform or interfere with any other party’s use and enjoyment of the Platform. You may not obtain or attempt to obtain any materials or information through any means not intentionally made available or provided for through the Site.

All content included within the Platform, including but not limited to videos, text, pdf’s, graphics, graphics, images, and any compilation thereof, as well as any

software used on or within the Site, (the “content”) is the property of the Company or certain third party contractors, and is protected by United States Copyright, Trademark, Patent and other related laws that protect intellectual property and related rights. You agree to observe and abide by all copyright and other related notices, legends or other restrictions contained in any such content and will not make any changes thereto.

You will not modify, publish, transmit, reverse engineer, transfer or sell, create derivative works, or in any way exploit or steal any of the content, in whole or in part, found on the Platform. The content contained within the Platform is not for resale. Your use of the Platform does not entitle you to use the protected content contained herein in a way that is unauthorized by these terms or applicable law. In particular, you will not delete or alter any proprietary rights or attribution notices in any content. You will use protected content solely for your personal use, and will make no other use of the content without the express written permission of the Company and the copyright owner. You agree that by using the Platform or purchasing this course, you do not acquire any ownership rights in any protected content. We do not grant you any licenses, express or implied, to the intellectual property of Quaternary Healthcare Consultancy, LLC or our licensors except as expressly authorized by these Terms.

Permitted Uses

Notwithstanding the same, you are permitted to use the materials purchased for your own personal and/or business use only. You are not permitted to sell, transfer, copy, create derivative products, or use the products in anyway that is not permitted by law. If we discover that you are using the products in a way that is not consistent with this contract, we reserve the right to discontinue your use of the Service.

Use of communication services

The Platform may contain bulletin board services, discussion functionality, chat areas, forums, communities, and/or other message or communication facilities designed to enable you to communicate with the public at large or with a group (collectively “Communication Services”). You agree to use the Communication Services only to post, send and receive messages and material that are proper and related to the particular Communication Service.

Furthermore, you agree that when using a Communication Service, you will not: defame, abuse, harass, stalk, threaten or otherwise violate the legal rights (such as rights of privacy and publicity) of others; publish, post, upload, distribute or

disseminate any inappropriate, profane, defamatory, infringing, obscene, indecent or unlawful topic, name, material or information; upload files that contain software or other material protected by intellectual property laws (or by rights of privacy or publicity) unless you own or control the rights thereto or have received all necessary consents and permissions; upload files that contain viruses, corrupted files, or any other similar software or programs that may damage the operation of another's computer; advertise or offer to sell or buy any goods or services for any business purpose, unless such Communication Service specifically allows such messages; conduct or forward surveys, contests, pyramid schemes or chain letters; download any file posted by another user of a Communication Service that you know, or reasonably should know, cannot be legally distributed in such manner; falsify or delete any author attributions, legal or other proper notices or proprietary designations or labels of the origin or source of software or other material contained in a file that is uploaded, restrict or inhibit any other user from using and enjoying the Communication Services; violate any code of conduct or other guidelines which may be applicable for any particular Communication Service; harvest or otherwise collect information about others, including e-mail addresses, without their consent; or violate any applicable laws or regulations.

The Company has no obligation to monitor the Communication Services. However, the Company reserves the right to review materials posted to a Communication Service and to remove any materials in its sole discretion, regardless of whether the materials violate these terms. The Company further reserves the right to terminate your access to any or all of the Communication Services at any time without notice for any reason whatsoever, legal or otherwise.

The Company reserves the right at all times to disclose any information as necessary to satisfy any applicable law, regulation, subpoena, legal process or governmental request, or to edit, refuse to post or to remove any information or materials, in whole or in part, in the Company's sole discretion.

Always use caution when giving out any personally identifying information about yourself or your children in any Communication Service. The Company does not control or endorse the content, messages or information found in any Communication Service and, therefore, the Company specifically disclaims any liability with regard to the Communication Services and any actions resulting from your participation in any Communication Service. To the extent certain individuals volunteer for administrative roles within a certain Communication Service, managers and hosts are not authorized Quaternary Healthcare Consultancy, LLC spokespersons, and their views do not necessarily reflect those of the Company.

Materials uploaded to a Communication Service may be subject to posted limitations on usage, reproduction and/or dissemination. You are responsible for adhering to such limitations if you upload the materials.

Materials provided to the Platform or posted on any Company web page

The Company does not claim ownership of the materials you provide to the Platform or <https://www.quaternaryconsultant.com> (including feedback, reviews, and suggestions) or post, upload, input or submit to any Company Site or our associated services (collectively "Submissions"). However, by posting, uploading, inputting, providing or submitting your Submission you are granting the Company, our affiliated companies and necessary sublicensees and contractors, permission to use your Submission in connection with the operation of their internet businesses including, without limitation, the rights to: copy, distribute, transmit, publicly display, publicly perform, reproduce, edit, translate and reformat your Submission; and to publish your name in connection with your Submission.

No compensation will be paid with respect to the use of your Submission, as provided herein. The Company is under no obligation, legal or otherwise, to post or use any Submission you may provide and may remove any Submission at any time in the Company's sole discretion.

By posting, uploading, inputting, providing or submitting your Submission you warrant and represent that you own or otherwise control all of the legal and intellectual property rights to your Submission as described in this section including, without limitation, all the rights necessary for you to provide, post, upload, input or submit the Submissions.

Third-Party Accounts

From time to time, you may be able to connect your Platform account to certain third-party accounts. By connecting your Platform account to a third-party account, you acknowledge and agree that you are consenting to the continuous release of information about you to others (in accordance with your privacy settings on those third-party sites). If you do not want information about you to be shared in this manner, do not use this feature.

International Users

The Service is controlled, operated and administered by the Company from our offices within the USA. If you access the Service from a location outside the USA, you are responsible for compliance with all local laws in your jurisdiction. You agree

that you will not use the Platform content in any country or in any manner prohibited by any applicable laws, restrictions or regulations.

Force Majeure

We will not be liable or responsible to you, nor be deemed to have defaulted or breached these Terms, for any failure or delay in our performance under these Terms when and to the extent such failure or delay is caused by or results from acts or circumstances beyond our reasonable control, including, without limitation, acts of God, flood, fire, earthquake, explosion, governmental actions, war, invasion or hostilities (whether war is declared or not), terrorist threats or acts, riot or other civil unrest, national emergency, revolution, insurrection, epidemic, pandemic, lockouts, strikes or other labor disputes (whether or not relating to our workforce), or restraints or delays affecting carriers or inability or delay in obtaining supplies of adequate or suitable materials, materials or telecommunication breakdown or power outage.

Indemnification

You agree to indemnify, defend and hold harmless the Company, its officers, directors, members, managers, employees, agents and third parties, for any losses, costs, liabilities and expenses (including reasonable attorneys' fees) relating to or arising out of your use of or inability to use the Site or services, any user postings made by you, your violation of any terms of this Agreement or your violation of any rights of a third party, or your violation of any applicable laws, rules or regulations. Quaternary Healthcare Consultancy, LLC reserves the right, at its own cost, to assume the exclusive defense and control of any matter otherwise subject to indemnification by you, in which event you will fully cooperate with the Company in asserting any available defenses.

Liability disclaimer

THE INFORMATION, SOFTWARE, PRODUCTS, AND SERVICES INCLUDED IN OR AVAILABLE THROUGH THE SITE MAY INCLUDE INACCURACIES OR TYPOGRAPHICAL ERRORS. CHANGES ARE PERIODICALLY ADDED TO THE INFORMATION HEREIN. THE COMPANY AND/OR ITS SUPPLIERS MAY MAKE IMPROVEMENTS AND/OR CHANGES IN THE SITE AT ANY TIME.

THE COMPANY AND/OR ITS SUPPLIERS MAKE NO REPRESENTATIONS ABOUT THE SUITABILITY, RELIABILITY, AVAILABILITY, TIMELINESS, AND ACCURACY OF THE INFORMATION, SOFTWARE, PRODUCTS, TEMPLATES, CHECKLISTS, SERVICES AND RELATED CONTENT CONTAINED ON THE

SITE FOR ANY PURPOSE. TO THE MAXIMUM EXTENT PERMITTED BY APPLICABLE LAW, ALL SUCH INFORMATION, SOFTWARE, PRODUCTS, TEMPLATES, CHECKLISTS, SERVICES AND RELATED CONTENT ARE PROVIDED "AS IS" WITHOUT WARRANTY OR CONDITION OF ANY KIND. THE COMPANY AND/OR ITS SUPPLIERS HEREBY DISCLAIM ALL WARRANTIES AND CONDITIONS WITH REGARD TO THIS INFORMATION, SOFTWARE, PRODUCTS, TEMPLATES, CHECKLISTS, SERVICES AND RELATED CONTENT, INCLUDING ALL IMPLIED WARRANTIES OR CONDITIONS OF MERCHANTABILITY, FITNESS FOR A PARTICULAR PURPOSE, TITLE AND NON-INFRINGEMENT.

TO THE MAXIMUM EXTENT PERMITTED BY APPLICABLE LAW, IN NO EVENT SHALL THE COMPANY AND/OR ITS SUPPLIERS BE LIABLE FOR ANY DIRECT, INDIRECT, PUNITIVE, INCIDENTAL, SPECIAL, CONSEQUENTIAL DAMAGES OR ANY DAMAGES WHATSOEVER INCLUDING, WITHOUT LIMITATION, DAMAGES FOR LOSS OF USE, DATA OR PROFITS, ARISING OUT OF OR IN ANY WAY CONNECTED WITH THE USE OR PERFORMANCE OF THE SITE, WITH THE DELAY OR INABILITY TO USE THE SITE OR RELATED SERVICES, THE PROVISION OF OR FAILURE TO PROVIDE SERVICES, OR FOR ANY INFORMATION, SOFTWARE, PRODUCTS, SERVICES AND RELATED GRAPHICS OBTAINED THROUGH THE SITE, OR OTHERWISE ARISING OUT OF THE USE OF THE SITE, WHETHER BASED ON CONTRACT, TORT, NEGLIGENCE, STRICT LIABILITY OR OTHERWISE, EVEN IF THE COMPANY OR ANY OF ITS SUPPLIERS HAS BEEN ADVISED OF THE POSSIBILITY OF DAMAGES. BECAUSE SOME STATES/JURISDICTIONS DO NOT ALLOW THE EXCLUSION OR LIMITATION OF LIABILITY FOR CONSEQUENTIAL OR INCIDENTAL DAMAGES, THE ABOVE LIMITATION MAY NOT APPLY TO YOU. IF YOU ARE DISSATISFIED WITH ANY PORTION OF THE SITE, OR WITH ANY OF THESE TERMS OF USE, YOUR SOLE AND EXCLUSIVE REMEDY IS TO DISCONTINUE USING THE SITE.

Termination/access restriction

The Company reserves the right, in its sole discretion, to terminate your access to the Site and the related services or any portion thereof at any time, without notice.

Dispute Resolution and Arbitration

YOU AND QUATERNARY HEALTHCARE CONSULTANCY, LLC ARE AGREEING TO GIVE UP ANY RIGHTS TO LITIGATE CLAIMS IN A COURT OR BEFORE A JURY, OR TO PARTICIPATE IN A CLASS ACTION OR

REPRESENTATIVE ACTION WITH RESPECT TO A CLAIM. OTHER RIGHTS THAT YOU WOULD HAVE IF YOU WENT TO COURT MAY ALSO BE UNAVAILABLE OR MAY BE LIMITED IN ARBITRATION.

ANY CLAIM, DISPUTE OR CONTROVERSY (WHETHER IN CONTRACT, TORT OR OTHERWISE, WHETHER PRE-EXISTING, PRESENT OR FUTURE, AND INCLUDING STATUTORY, CONSUMER PROTECTION, COMMON LAW, INTENTIONAL TORT, INJUNCTIVE AND EQUITABLE CLAIMS) BETWEEN YOU AND US ARISING FROM OR RELATING IN ANY WAY TO YOUR PURCHASE OF PRODUCTS OR SERVICES THROUGH THE SITE, WILL BE RESOLVED EXCLUSIVELY AND FINALLY BY BINDING ARBITRATION.

Any controversy or claim arising out of or relating to this Terms of Sale, or the breach thereof, shall be settled by arbitration administered by the American Arbitration Association in accordance with its Commercial Arbitration Rules and judgment on the award rendered by the arbitrator(s) may be entered in any court having jurisdiction thereof.

Claims shall be heard by a single arbitrator. The place of arbitration shall be Charleston, South Carolina, or the largest metropolitan area within close geographic proximity to Charleston as selected by the Company. The arbitration will be based on the submission of documents and there shall be no in-person or oral hearing. The arbitrators will have no authority to award punitive or other damages not measured by the prevailing party's actual damages, except as may be required by statute. The arbitrator(s) shall not award consequential damages in any arbitration initiated under this section. Any award in an arbitration initiated under this clause shall be limited to monetary damages and shall include no injunction or direction to any party other than the direction to pay a monetary amount. The arbitrator(s) may award to the prevailing party, if any, as determined by the arbitrators, all of their costs and fees. "Costs and fees" mean all reasonable pre-award expenses of the arbitration, including the arbitrators' fees, administrative fees, travel expenses, out-of-pocket expenses such as copying and telephone, court costs, witness fees, and attorneys' fees. Except as may be required by law, neither a party nor an arbitrator may disclose the existence, content, or results of any arbitration hereunder without the prior written consent of both parties.

Governing Law

To the maximum extent permitted by law, this agreement is governed by the laws of the State of South Carolina and you hereby consent to the exclusive jurisdiction and venue of courts in Charleston County, South Carolina in all disputes arising out of or relating to the use of the Site. Use of the Site is unauthorized in any jurisdiction that does not give effect to all provisions of these Terms, including, without limitation, this section.

No Joint Venture

You agree that no joint venture, partnership, employment, or agency relationship exists between you and the Company as a result of this agreement or use of the Site. The Company's performance of this agreement is subject to existing laws and legal process, and nothing contained in this agreement is in derogation of the Company's right to comply with governmental, court and law enforcement requests or requirements relating to your use of the Site or information provided to or gathered by the Company with respect to such use.

Severability

If any part of this agreement is determined to be invalid or unenforceable pursuant to applicable law including, but not limited to, the warranty disclaimers and liability limitations set forth above, then the invalid or unenforceable provision will be deemed superseded by a valid, enforceable provision that most closely matches the intent of the original provision and the remainder of the agreement shall continue in effect.

Entire Agreement

Unless otherwise specified herein, this agreement constitutes the entire agreement between the user and the Company with respect to the Platform and it supersedes all prior or contemporaneous communications and proposals, whether electronic, oral or written, between the user and the Company with respect to the Platform. A printed version of this agreement and of any notice given in electronic form shall be admissible in judicial or administrative proceedings based upon or relating to this agreement to the same extent and subject to the same conditions as other business documents and records originally generated and maintained in printed form. It is the express wish to the parties that this agreement and all related documents be written in English.

No Waiver

The failure by us to enforce any right or provision of these Terms will not constitute a waiver of any future enforcement of that right or provision. The waiver of any

right or provision will be effective only if in writing and signed by a duly authorized representative of the Company.

Changes to Terms

The Company reserves the right, in its sole discretion, to change the Terms of Sale under which the Platform is offered. The most current version of the Terms of Sale will supersede all previous versions. The Company encourages you to periodically review the Terms of Sale to stay informed of our updates.

Notice

We may provide any notice to you under these Terms by: (i) sending a message to the email address you provide or (ii) by posting to the Site. Notices sent by email will be effective when we send the email and notices we provide by posting will be effective upon posting. It is your responsibility to keep your email address current.

To give us notice under these Terms, you must contact us as follows: by personal delivery, overnight courier or registered or certified mail to the address listed below. We may update the address for notices to us by posting a notice on the Site.

Contact Us

The Company welcomes your questions or comments regarding these Terms of Sale:

Quaternary Healthcare Consultancy, LLC
1964 Ashley River Road. Suite B, #80453
Charleston, South Carolina 29407
Email Address: qhc@quaternaryconsultant.com

Effective as of: February 2, 2023