

# The Biophilic Design Institute Certification Terms and Conditions

**Effective: 05/30/2025**

These **Certification Terms and Conditions** (“**Terms**”) apply to the training products and services provided to individuals or organizations (each, a “**Customer**”) by The Biophilic Design Institute, LLC, a Wisconsin limited liability company (the “**Institute**”), through or in connection with the Institute’s Website (defined in Section 1). The Institute reserves the right to change these Terms periodically. Such changes shall become effective when the Institute posts the revised Terms on the Institute’s Website. Customer should periodically check these Terms, as Customer is bound by the current Terms posted on the Website. Any revised Terms will supersede all previous versions.

**THESE TERMS INCLUDE AN ARBITRATION AGREEMENT, JURY TRIAL WAIVER, AND CLASS ACTION WAIVER THAT APPLY TO ALL CLAIMS BROUGHT AGAINST THE INSTITUTE. PLEASE READ THESE TERMS CAREFULLY; THEY AFFECT YOUR LEGAL RIGHTS: (i) CUSTOMER WILL ONLY BE PERMITTED TO PURSUE DISPUTES OR CLAIMS AND SEEK RELIEF AGAINST THE INSTITUTE ON AN INDIVIDUAL BASIS, NOT AS A PLAINTIFF OR CLASS MEMBER IN ANY CLASS OR REPRESENTATIVE ACTION OR PROCEEDING AND CUSTOMER WAIVES RIGHT TO PARTICIPATE IN A CLASS ACTION LAWSUIT OR CLASS-WIDE ARBITRATION; AND (ii) CUSTOMER WAIVES RIGHT TO PURSUE DISPUTES OR CLAIMS AND SEEK RELIEF IN A COURT OF LAW AND TO HAVE A JURY TRIAL.**

**1. Definitions and Defined Terms.** The terms defined in the preamble have their assigned meanings, and each of the following terms has the meaning assigned to it.

“**Website**” means the Institute’s website with the URL <https://www.biophilicdesigninstitute.com/> and <https://www.rootedinnature.org/> any connected subpages, as changed from time to time in the Institute’s sole discretion.

“**Customer Information**” means Customer name, address, telephone numbers, email addresses, username, password, and date of Course enrollment and termination of Course enrollment.

“**Course**” means a program of instruction provided by the Institute.

“**Content**” means information, text, graphics, images, audio, video, software, data compilations, and any other form of information or material that is made available or accessible through the Website, including, without limitation, any and all components of a Course.

“**Intellectual Property**” means collectively, rights under patent, trademark, copyright, and trade secret laws, and any other intellectual property or proprietary rights recognized in any country or jurisdiction worldwide, now or in the future.

**“Services”** means any service provided by the Institute to Customers.

## **2. Course Offerings; Payment**

**2.1. Courses and Payment.** Subject to these Terms, the Institute shall provide to Customers the Courses listed on the Website. The Customer shall pay for Courses pursuant to the Institute’s Payment and Refund Policy, which is incorporated herein by reference.

**2.2 Modification to Courses.** The Institute may, in its sole discretion and at any time, cancel, interrupt, reschedule, or modify the Course offerings. The Institute also may, in its sole discretion and at any time, change the Content with respect to any Course.

**2.3 No Academic Credit or Degrees.** The Institute is not an accredited educational institution, and it does not grant academic credit or degrees with respect to completion of any Courses.

**2.4 No Guarantee of Technical Competence.** The Institute does not guarantee a Customer’s technical competence as a result of completing any Course or that the Customer will pass any competency or licensing examinations.

## **3. Intellectual Property; Customer Information**

**3.1 Ownership of Intellectual Property.** The Customer acknowledges and agrees that the Institute and its licensors are the sole owner of the Content and all Intellectual Property rights with respect to the Content. Except for the limited rights granted in these Terms, these Terms do not constitute a license or other transfer by the Institute of any Intellectual Property rights to the Customer. The Customer shall use the Content only as permitted by these Terms.

**3.2 Limited License to Customer.** Subject to these Terms, the Institute grants to each Customer a limited, non-exclusive, non-transferable, and revocable license right to access and use the Content to which the Customer is exposed while completing a Course for personal, non-commercial educational purposes only. The Customer shall not (i) modify, copy, reproduce, republish, upload, post, transmit, or distribute the Content in any way; (ii) use the Content for any commercial purpose, or for any public display (commercial or non-commercial); or (iii) transfer the Content to another person.

**3.3 Ownership of Customer-Created Intellectual Property.** If a Customer creates or makes any Intellectual Property while completing a Course (e.g., while completing a project personal to the Customer), the rights to that Intellectual Property are owned by the Customer.

**4. Customer Information.** The Institute shall expend reasonable efforts to keep Customer Information confidential. However, Customer Information may be provided to various state agencies and regulatory bodies as required by law. The Customer assumes full responsibility for ensuring the Customer Information provided to the Institute is accurate.

## **5. Access to Course Content**

**5.1 Loss of Access to the Course.** The Institute assumes no responsibility for loss of service or access to the Course, which may result from acts of God, terrorism, vandalism, routine maintenance or software upgrades, or any other impacts beyond the Institute's immediate control.

**5.2 Extended Access to the Course.** In the event of delays or access to the Course, the Institute assumes no responsibility when such delays or access are a consequence of interruption to internet or related services, for any reason. If the interruption is a consequence of activity on the part of the Institute, access to the Course will be extended an appropriate amount of time when feasible.

## **6. Termination or Suspension of Customer Enrollment**

**6.1 Termination or Suspension.** The Institute may terminate or suspend a Customer's enrollment in a Course at the Institute's sole discretion at any time and for any reason, including, without limitation, for behavioral issues of the customer, failure by the Customer to make timely payments, low enrollment in any Course, financial instability of the Institute, and for any other reason.

**6.2 Access to Course Content in the Event of Termination or Suspension.** In the event the Institute terminates or suspends a Customer's enrollment in a Course, the Institute may, in its sole discretion, terminate or limit Customer's access to a Course and all Content with respect thereto. The Institute may restore access to or re-enrollment in a Course in its sole discretion.

## **7. General Provisions**

**7.1 Governing Law.** The laws of Wisconsin govern all matters arising under and relating to these Terms, including torts.

**7.2 Anti-Assignment.** No party may assign any right or delegate any performance under these Terms. All assignments of rights are prohibited, whether they are voluntary or involuntary, by merger, consolidation, dissolution, operation of law, or any other manner. A purported assignment or purported delegation in violation of this Section is void.

**7.3 Severability.** If any provision of these Terms is determined to be invalid, illegal, or unenforceable, such provision is severed from these Terms and the other provisions remain in full force and effect.

**7.4 Successors or Assigns.** These Terms, together with the Payment and Refund Policy, binds and benefits the parties and their respective permitted successors and assigns.

**7.5 Revision to the Terms and Conditions.** The Institute reserves the right to revise these Terms, including the Payment and Refund Policy, at its sole discretion at any time. Any

revisions to the Terms will be effective immediately upon posting by the Institute on its Website. The Customer's continued use of the Services after publication of changes to these Terms, with or without notification, constitutes the Customer's binding acceptance of the revised Terms.

**7.6 Limitation of Liability.** The Customer releases and forever discharges the Institute (and its officers, employees, agents, successors, and assigns) from, and waives and relinquishes, each and every past, present and future dispute, claim, controversy, demand, right, obligation, liability, action and cause of action of every kind and nature (including personal injuries, death, and property damage), that has arisen or arises directly or indirectly out of, or that relates directly or indirectly to, the these Terms. IF THE CUSTOMER IS A CALIFORNIA RESIDENT, THE CUSTOMER HEREBY WAIVES CALIFORNIA CIVIL CODE SECTION 1542 IN CONNECTION WITH THE FOREGOING, WHICH STATES: "A GENERAL RELEASE DOES NOT EXTEND TO CLAIMS WHICH THE CREDITOR OR RELEASING PARTY DOES NOT KNOW OR SUSPECT TO EXIST IN HIS OR HER FAVOR AT THE TIME OF EXECUTING THE RELEASE, WHICH IF KNOWN BY HIM OR HER MUST HAVE MATERIALLY AFFECTED HIS OR HER SETTLEMENT WITH THE DEBTOR OR RELEASED PARTY."

**7.7 DISCLAIMERS.** THE COURSE IS PROVIDED ON AN "AS-IS" AND "AS AVAILABLE" BASIS, AND THE INSTITUTE EXPRESSLY DISCLAIMS ANY AND ALL WARRANTIES AND CONDITIONS OF ANY KIND, WHETHER EXPRESS, IMPLIED, OR STATUTORY, INCLUDING ALL WARRANTIES OR CONDITIONS OF MERCHANTABILITY, FITNESS FOR A PARTICULAR PURPOSE, TITLE, QUIET ENJOYMENT, ACCURACY, OR NON-INFRINGEMENT. THE INSTITUTE MAKES NO WARRANTY THAT THE COURSE WILL MEET THE CUSTOMER'S REQUIREMENTS, WILL BE AVAILABLE ON AN UNINTERRUPTED, TIMELY, SECURE, OR ERROR-FREE BASIS, OR WILL BE ACCURATE, RELIABLE, FREE OF VIRUSES OR OTHER HARMFUL CODE, COMPLETE, LEGAL, OR SAFE. IF APPLICABLE LAW REQUIRES ANY WARRANTIES WITH RESPECT TO THE WEBSITE, ALL SUCH WARRANTIES ARE LIMITED IN DURATION TO 90 DAYS FROM THE DATE OF FIRST USE.

SOME JURISDICTIONS DO NOT ALLOW THE EXCLUSION OF IMPLIED WARRANTIES, SO THE ABOVE EXCLUSION MAY NOT APPLY. SOME JURISDICTIONS DO NOT ALLOW LIMITATIONS ON HOW LONG AN IMPLIED WARRANTY LASTS, SO THE ABOVE LIMITATION MAY NOT APPLY.

**7.8 Indemnification.** The Customer shall indemnify, defend, and hold harmless the Institute from any and all first party claims, third party claims, liabilities, expenses, and damages, including reasonable attorneys' fees and costs, related to the Customer's use or attempted use of the Services or enrollment in the Course in violation of these Terms, the Customer's violation of any law or rights of any third party, the Customer's negligence, or any claim of infringement or misappropriation of intellectual property or other proprietary rights.

**7.9 Dispute Resolution.** Please read the following arbitration agreement in this Section (the "**Arbitration Agreement**") carefully. It requires the Customer to arbitrate disputes with the Institute, its parent companies, subsidiaries, affiliates, successors, and assigns and all other respective officers, directors, employees, agents, and representatives (collectively, the

“**Company Parties**”) and limits the manner in which the Customer can seek relief from the Company Parties.

**A. Applicability of Arbitration Agreement.** The Customer agrees that any dispute between the Customer and any of the Company Parties relating in any way to these Terms, the Payment and Refund Policy, or the Services offered by the Institute will be resolved by binding arbitration, rather than in court, except that (i) the Customer and the Company Parties may assert individualized claims in small claims court if the claims qualify, remain in such court and advance solely on an individual, non-class basis; and (ii) the Customer or the Company Parties may seek equitable relief in court for infringement or other misuse of intellectual property rights (such as trademarks, trade secrets, copyrights, and patents). **This Arbitration Agreement shall survive the expiration or termination of these Terms and shall apply, without limitation, to all claims that arose or were asserted before the Customer agreed to these Terms or any prior version of these Terms.** This Arbitration Agreement does not preclude the Customer from bringing issues to the attention of federal, state, or local agencies. Such agencies can, if the law allows, seek relief against the Company Parties on the Customer’s behalf. For purposes of this Arbitration Agreement, “**Dispute**” will also include disputes that arose or involve facts occurring before the existence of this or any prior versions of the Arbitration Agreement as well as claims that may arise after the termination of these Terms.

**B. Informal Dispute Resolution.** There may be instances when a Dispute arises between the Customer and the Institute. If that occurs, the Institute is committed to working with the Customer to reach a reasonable resolution. The Customer and the Institute agree that good faith informal efforts to resolve Disputes can result in a prompt, low-cost and mutually beneficial outcome. The Customer and the Institute therefore agree that before either party commences arbitration against the other (or initiates an action in small claims court if a party so elects), both parties will personally meet and confer telephonically or via videoconference, in a good faith effort to resolve informally any dispute covered by this Arbitration Agreement (“**Informal Dispute Resolution Conference**”). If the Customer is represented by counsel, counsel may also participate in this conference.

The party initiating a dispute must give notice to the other party in writing of its intent to initiate an Informal Dispute Resolution Conference (“**Notice**”), which shall occur within 45 days after the other party receives such Notice, unless an extension is mutually agreed upon by both parties. Notice to the Institute that the Customer intends to initiate an Informal Dispute Resolution Conference should be sent by email to: [nicole@biophilicdesigninstitute.com](mailto:nicole@biophilicdesigninstitute.com), or by regular mail to PO Box 156, Brookfield, Wisconsin 53008. The Notice must include: (i) the Customer’s name, telephone number, mailing address, and email address associated with the Customer; (ii) the name, telephone number, mailing address, and email address of the Customer’s counsel, if any; and (iii) a description of the Customer’s dispute with the Institute.

The Informal Dispute Resolution Conference shall be individualized such that a separate conference must be held each time either party initiates a dispute, even if the same law firm or group of law firms represents multiple Customers in similar cases, unless all parties agree; multiple Customers initiating a dispute cannot participate in the same Informal Dispute Resolution Conference unless all parties agree. In the time between a party receiving the Notice

and the Informal Dispute Resolution Conference, nothing in this Arbitration Agreement shall prohibit the parties from engaging in informal communications to resolve the initiating party's dispute. Engaging in the Informal Dispute Resolution Conference is a condition precedent and requirement that must be fulfilled before commencing arbitration. The statute of limitations and any filing fee deadlines shall be tolled while the parties engage in the Informal Dispute Resolution Conference process required by this Section.

**C. Arbitration Rules and Forum.** These Terms evidence a transaction involving interstate commerce; and notwithstanding any other provision in these Terms with respect to the applicable substantive law, the Federal Arbitration Act, 9 U.S.C. § 1 et seq., will govern the interpretation and enforcement of this Arbitration Agreement and any arbitration proceedings. If the Informal Dispute Resolution Process described above does not resolve satisfactorily within 60 days after receipt of Notice, the Customer and the Institute agree that either party shall have the right to finally resolve the dispute through binding arbitration. The Federal Arbitration Act governs the interpretation and enforcement of this Arbitration Agreement. The arbitration will be conducted by JAMS, an established alternative dispute resolution provider. Disputes involving claims and counterclaims with an amount in controversy under \$250,000, not inclusive of attorneys' fees and interest, shall be subject to JAMS' most current version of the Streamlined Arbitration Rules and procedures available at <http://www.jamsadr.com/rules-streamlined-arbitration/>; all other claims shall be subject to JAMS's most current version of the Comprehensive Arbitration Rules and Procedures, available at <http://www.jamsadr.com/rules-comprehensive-arbitration/>. JAMS's rules are also available at [www.jamsadr.com](http://www.jamsadr.com) or by calling JAMS at 800-352-5267. A party who wishes to initiate arbitration must provide the other party with a request for arbitration (the "**Request**"). The Request must include: (i) the name, telephone number, mailing address, and email address of the party seeking arbitration; (ii) a statement of the legal claims being asserted and the factual bases of those claims; (iii) a description of the remedy sought and an accurate, good-faith calculation of the amount in controversy in United States Dollars; (iv) a statement certifying completion of the Informal Dispute Resolution process as described above; and (v) evidence that the requesting party has paid any necessary filing fees in connection with such arbitration.

If the party requesting arbitration is represented by counsel, the Request shall also include counsel's name, telephone number, mailing address, and email address. Such counsel must also sign the Request. By signing the Request, counsel certifies to the best of counsel's knowledge, information, and belief, formed after an inquiry reasonable under the circumstances, that: (i) the Request is not being presented for any improper purpose, such as to harass, cause unnecessary delay, or needlessly increase the cost of dispute resolution; (ii) the claims, defenses and other legal contentions are warranted by existing law or by a nonfrivolous argument for extending, modifying, or reversing existing law or for establishing new law; and (iii) the factual and damages contentions have evidentiary support or, if specifically so identified, will likely have evidentiary support after a reasonable opportunity for further investigation or discovery.

Unless the Customer and the Institute otherwise agree, or the Batch Arbitration process discussed in Subsection 7.9(H) is triggered, the arbitration will be conducted in the county where the Institute's principal office is located. Subject to the JAMS Rules, the arbitrator may direct a limited and reasonable exchange of information between the parties, consistent with the expedited nature of the arbitration. If the JAMS is not available to arbitrate, the parties will select

an alternative arbitral forum. The Customer's responsibility to pay any JAMS fees and costs will be solely as set forth in the applicable JAMS Rules.

The Customer and the Institute agree that all materials and documents exchanged during the arbitration proceedings shall be kept confidential and shall not be shared with anyone except the parties' attorneys, accountants, or business advisors, and then subject to the condition that they agree to keep all materials and documents exchanged during the arbitration proceedings confidential.

**D. Authority of Arbitrator.** The arbitrator shall have exclusive authority to resolve all disputes subject to arbitration under these Terms including, without limitation, any dispute related to the interpretation, applicability, enforceability or formation of this Arbitration Agreement or any portion of the Arbitration Agreement, except for the following: (i) all disputes arising out of or relating to the subsection entitled "CLASS ACTION WAIVER," including any claim that all or part of the subsection entitled "CLASS ACTION WAIVER" is unenforceable, illegal, void or voidable, or that such subsection entitled "CLASS ACTION WAIVER" has been breached, shall be decided by a court of competent jurisdiction and not by an arbitrator; (ii) except as expressly contemplated in the subsection entitled "Batch Arbitration," all Disputes about the payment of arbitration fees shall be decided only by a court of competent jurisdiction and not by an arbitrator; (iii) all disputes about whether either party has satisfied any condition precedent to arbitration shall be decided only by a court of competent jurisdiction and not by an arbitrator; and (iv) all disputes about which version of the Arbitration Agreement applies shall be decided only by a court of competent jurisdiction and not by an arbitrator. The arbitration proceeding will not be consolidated with any other matters or joined with any other cases or parties, except as expressly provided in the subsection entitled "Batch Arbitration." The arbitrator shall have the authority to grant motions dispositive of all or part of any claim or dispute. The arbitrator shall have the authority to award monetary damages and to grant any non-monetary remedy or relief available to an individual party under applicable law, the arbitral forum's rules, and these Terms (including the Arbitration Agreement). The arbitrator shall issue a written award and statement of decision describing the essential findings and conclusions on which any award (or decision not to render an award) is based, including the calculation of any damages awarded. The arbitrator shall follow the applicable law. The award of the arbitrator is final and binding upon the Customer and the Institute. Judgment on the arbitration award may be entered in any court having jurisdiction.

**E. WAIVER OF RIGHT TO A JURY TRIAL.** THE CUSTOMER KNOWINGLY, VOLUNTARILY, AND INTENTIONALLY WAIVES ITS RIGHT TO A TRIAL BY JURY IN ANY LEGAL PROCEEDING ARISING OUT OF OR RELATING TO THESE TERMS AND THE TRANSACTIONS IT CONTEMPLATES. THIS WAIVER APPLIES TO ANY LEGAL PROCEEDING, WHETHER SOUNDING IN CONTRACT, TORT, OR OTHERWISE. THE CUSTOMER ACKNOWLEDGES THAT IT HAS RECEIVED THE ADVICE OF COMPETENT COUNSEL. Both parties are instead electing that all covered claims and disputes shall be resolved exclusively by arbitration under this Arbitration Agreement, except as specified in Subsection 7.9(A) above. An arbitrator can award on an individual basis the same damages and relief as a court and must follow these Terms as a court would. However, there is no judge or jury in arbitration, and court review of an arbitration award is subject to very limited review.

**F. CLASS ACTION WAIVER.** BOTH PARTIES AGREE THAT, EXCEPT AS SPECIFIED IN SUBSECTION 7.9(I), EACH PARTY MAY BRING CLAIMS AGAINST THE OTHER ONLY ON AN INDIVIDUAL BASIS AND NOT ON A CLASS, REPRESENTATIVE, OR COLLECTIVE BASIS, AND THE PARTIES HEREBY WAIVE ALL RIGHTS TO HAVE ANY DISPUTE BE BROUGHT, HEARD, ADMINISTERED, RESOLVED, OR ARBITRATED ON A CLASS, COLLECTIVE, REPRESENTATIVE, OR MASS ACTION BASIS. ONLY INDIVIDUAL RELIEF IS AVAILABLE, AND DISPUTES OF MORE THAN ONE CUSTOMER OR USER CANNOT BE ARBITRATED OR CONSOLIDATED WITH THOSE OF ANY OTHER CUSTOMER OR USER. Subject to this Arbitration Agreement, the arbitrator may award declaratory or injunctive relief only in favor of the individual party seeking relief and only to the extent necessary to provide relief warranted by the party's individual claim. Nothing in this paragraph is intended to, nor shall it, affect the terms and conditions under the Subsection 7.9(H) entitled "Batch Arbitration." Notwithstanding anything to the contrary in this Arbitration Agreement, if a court decides by means of a final decision, not subject to any further appeal or recourse, that the limitations of this subsection, are invalid or unenforceable as to a particular claim or request for relief (such as a request for public injunctive relief), the Customer and the Institute agree that that particular claim or request for relief (and only that particular claim or request for relief) shall be severed from the arbitration and may be litigated in the state or federal courts located in the State of Wisconsin. All other disputes shall be arbitrated or litigated in small claims court. This subsection does not prevent either party from participating in a class-wide settlement of claims.

**G. Attorney's Fees and Costs.** The parties shall bear their own attorneys' fees and costs in arbitration unless the arbitrator finds that either the substance of the dispute or the relief sought in the Request was frivolous or was brought for an improper purpose (as measured by the standards set forth in Federal Rule of Civil Procedure 11(b)). If the Customer or the Institute need to invoke the authority of a court of competent jurisdiction to compel arbitration, then the party that obtains an order compelling arbitration in such action shall have the right to collect from the other party its reasonable costs, necessary disbursements, and reasonable attorneys' fees incurred in securing an order compelling arbitration. The prevailing party in any court action relating to whether either party has satisfied any condition precedent to arbitration, including the Informal Dispute Resolution Process, is entitled to recover their reasonable costs, necessary disbursements, and reasonable attorneys' fees and costs.

**H. Batch Arbitration.** To increase the efficiency of administration and resolution of arbitrations, both parties agree that in the event that there are 100 or more individual Requests of a substantially similar nature filed against the Institute by or with the assistance of the same law firm, group of law firms, or organizations, within a thirty (30) day period (or as soon as possible thereafter), the JAMS shall (i) administer the arbitration demands in batches of 100 Requests per batch (plus, to the extent there are less than 100 Requests left over after the batching described above, a final batch consisting of the remaining Requests); (ii) appoint one arbitrator for each batch; and (iii) provide for the resolution of each batch as a single consolidated arbitration with one set of filing and administrative fees due per side per batch, one procedural calendar, one hearing (if any) in a place to be determined by the arbitrator, and one final award ("**Batch Arbitration**").

Both parties agree that Requests are of a “substantially similar nature” if they arise out of or relate to the same event or factual scenario and raise the same or similar legal issues and seek the same or similar relief. To the extent the parties disagree on the application of the Batch Arbitration process, the disagreeing party shall advise the JAMS, and the JAMS shall appoint a sole standing arbitrator to determine the applicability of the Batch Arbitration process (“**Administrative Arbitrator**”). In an effort to expedite resolution of any such dispute by the Administrative Arbitrator, the parties agree the Administrative Arbitrator may set forth such procedures as are necessary to resolve any disputes promptly. The Administrative Arbitrator’s fees shall be paid by the Institute.

Both parties agree to cooperate in good faith with the JAMS to implement the Batch Arbitration process including the payment of single filing and administrative fees for batches of Requests, as well as any steps to minimize the time and costs of arbitration, which may include: (i) the appointment of a discovery special master to assist the arbitrator in the resolution of discovery disputes; and (ii) the adoption of an expedited calendar of the arbitration proceedings.

This Batch Arbitration provision shall in no way be interpreted as authorizing a class, collective and/or mass arbitration or action of any kind, or arbitration involving joint or consolidated claims under any circumstances, except as expressly set forth in this provision.

**I. 30-Day Right to Opt Out.** The Customer may opt of the provisions of this Arbitration Agreement by sending a timely written notice of the Customer’s decision to opt out to the following address: PO Box 156, Brookfield, Wisconsin 53008, or email to: nicole@biophilicdesigninstitute.com, within thirty (30) days after first becoming subject to this Arbitration Agreement. The Customer’s notice must include the Customer’s name and address and a clear statement that the Customer wishes to opt out of this Arbitration Agreement. If the Customer opts out of this Arbitration Agreement, all other parts of these Terms will continue to apply in full force and effect. Opting out of this Arbitration Agreement has no effect on any other arbitration agreements that the Customer may currently have with the Institute or may enter into in the future with the Institute.

**J. Invalidity, Expiration.** Except as provided in the subsection entitled “CLASS ACTION WAIVER”, if any part or parts of this Arbitration Agreement are found under the law to be invalid or unenforceable, then such specific part or parts shall be of no force and effect and shall be severed and the remainder of the Arbitration Agreement shall continue in full force and effect. The Customer further agrees that any dispute it has with the Institute as detailed in this Arbitration Agreement must be initiated via arbitration within the applicable statute of limitation for that claim or controversy, or it will be forever time barred. Likewise, the Customer agrees that all applicable statutes of limitation will apply to such arbitration in the same manner as those statutes of limitation would apply in the applicable court of competent jurisdiction.

**K. Modification.** Notwithstanding any provision in these Terms to the contrary, both parties agree that if the Institute makes any future material change to this Arbitration Agreement, the Customer may reject that change within thirty (30) days of such change becoming effective by writing the Institute at the following address: PO Box 156, Brookfield, Wisconsin 53008, or email to: nicole@biophilicdesigninstitute.com. Unless the Customer rejects the change within thirty (30) days of such change becoming effective by

writing to the Institute in accordance with the foregoing, the Customer's continued use of the Services, including the acceptance of products and services offered on by the Institute following the posting of changes to this Arbitration Agreement constitutes the Customer's acceptance of any such changes. Changes to this Arbitration Agreement do not provide the Customer with a new opportunity to opt out of the Arbitration Agreement if they have previously agreed to a version of these Terms and did not validly opt out of arbitration. If the Customer rejects any change or update to this Arbitration Agreement, and the Customer is bound by an existing agreement to arbitrate disputes arising out of or relating in any way to the Customer's access to or use of the Services, any communications the Customer receives, any products sold or distributed through the Services, or these Terms, the provisions of this Arbitration Agreement as of the date you first accepted these Terms (or accepted any subsequent changes to these Terms) remain in full force and effect. The Institute will continue to honor any valid opt outs of the Arbitration Agreement that the Customer made to a prior version of these Terms.

**8. Entire Terms.** These Terms, together with the Payment and Refund Policy, constitute the entire agreement between the Customer and the Institute regarding the use of the Services and/or enrollment in the Course. The Institute's failure to exercise or enforce any right or provision of these Terms shall not operate as a waiver of such right or provision. The section titles in these Terms are for convenience only and have no legal or contractual effect. The word "including" means "including without limitation." The Customer's relationship to the Institute is that of an independent contractor, and neither party is an agent or partner of the other.

**9. Contact Information.**

Nicole Craanen, CEO  
The Biophilic Design Institute, LLC  
Address: PO Box 156, Brookfield, WI 53008  
Email: [Nicole@biophilicdesigninstitute.com](mailto:Nicole@biophilicdesigninstitute.com)

## **PAYMENT AND REFUND POLICY**

**1. Fee.** The Customer shall pay The Biophilic Design Institute the course fee (“Course Fee”) to enroll in the Course as stated on the Website. The Course Fee means the specific total amount agreed upon by the Institute and the Customer at the time of enrollment, inclusive of any applicable discounts, coupons, or payment plans applied to the Customer’s registration.

### **2. Payment Terms.**

**2.1 Course Fee.** The Customer shall pay the Institute the Course Fee in order to participate in a Course.

**2.2 Non-Refundable Deposit.** The Customer shall pay a deposit as listed on the Website upon enrolling in a Course. The deposit secures a Customer’s place in the Course and is applied toward the total Course Fee. Refundability of the deposit is addressed in the Refund and Cancellation Policy (Section 4).

**2.3 Payment Schedule.** The Customer shall pay the Course Fee in accordance with the payment option selected at the time of enrollment. Payment options may include (a) full payment at the time of enrollment, or (b) an installment plan consisting of four (4) monthly payments. The Customer is responsible for ensuring timely payment of all installments according to the agreed schedule. Failure to make any scheduled payment may result in termination of the Customer’s enrollment in the Course and forfeiture of any amounts already paid, subject to the Refund and Cancellation Policy in Section 4.

**2.4 Discounts.** The Biophilic Design Institute may, in its discretion, offer discounts for early payment, group participation in Courses, or other reasons.

**3. Payment Methods.** The Customer shall pay the Course Fee exclusively through the MoonClerk platform, which processes payments via Stripe. Full payment or partial payment (as agreed upon in the payment installment plan) must be completed at the time of enrollment unless otherwise stated in writing by the Institute. The Customer acknowledges and agrees that payments processed through MoonClerk are subject to the terms and conditions of both MoonClerk and Stripe. The Institute is not responsible for any errors or delays caused by these third-party payment systems.

### **4. Refund for Cancellation Policy.**

**4.1 Cancellations 14 Days or More Before Course Start.** If the Customer cancels their enrollment at least fourteen (14) days prior to the scheduled start date of the Course, the Institute shall refund the Course Fee paid, minus a deposit of \$200.

**4.2 Cancellations Within 14 Days of Course Start.** If the Customer cancels fewer than fourteen (14) days before the scheduled start date of the Course but prior to the Course start

date, The Biophilic Design Institute shall retain twenty-five percent (25%) of the Course Fee. The remaining seventy-five percent (75%) of the Course Fee shall be refunded.

**4.3. Cancellations During First 14 Days of Course.** If the Customer cancels after the Course has begun but within fourteen (14) days of the start date, the Institute shall retain fifty percent (50%) of the Course Fee. The remaining fifty percent (50%) of the Course Fee shall be refunded.

**4.4. Cancellations After 14 Days Into Course.** Because enrollment is limited and the course is already in progress, the Institute is unable to refill vacated spots after the first two weeks. Therefore, no refunds will be issued for cancellations received after fourteen (14) days following the Course start date. At the Institute's discretion, the Customer may be granted a one-time credit of \$250 to apply toward enrollment in a future Course.

**5. Changes to Prices.** The Institute may adjust or change pricing for the Course in any manner and at any time as the Institute may determine in its sole and absolute discretion. Except as otherwise expressly provided for in these Terms, any price changes will take effect following notice to the Customer.

**6. Issuance of Certificates of Completion and Continuing Education Credits.** The Customer acknowledges and agrees that, upon meeting all course requirements, the Customer will receive both a certificate of completion and thirty (30) GBCI continuing education credits. Issuance of these is conditional upon the following: (a) the Customer's full payment of the Course Fee, including all payments under any installment plan, prior to the conclusion of the Course; (b) the Customer's adherence to all Course requirements, including completion of assignments, attendance at live sessions, or other applicable criteria as stated by the Institute; and (c) the Customer's compliance with these Terms. Failure to meet any of the above conditions, including failure to pay the full Course Fee, will result in the Institute withholding both the certificate of completion and the continuing education credits.