



The Personal Resilience Indicator Certification - Terms of Use

December, 2023

Mind Matters

The Personal Resilience Indicator Certification - Terms of Use

Congratulations on your decision to become a Certified Personal Resilience Indicator Practitioner (referred to hereafter as “**Practitioner**”). This document is a legal agreement which describes your obligations as a Practitioner, effective as of the date of your signature below.

As used in this document, “**Mind Matters**” refers to Mind Matters Ltd. (referred to hereafter with the terms “**Company**”, “**we**”, “**us**” and “**our**”). Mind Matters Ltd. is registered in Malta with the company registration number C 87007. Our registered office address is Centris Business Gateway (Level 2, Triq Is-Salib Tal-Imriehel, Central Business District (Zone 3), Birkirkara CBD 3020 | Malta. Our email address is hello@mindmatters.pro.

The Personal Resilience Indicator (referred to hereafter as “**PRI**”) is a proprietary psychometric developed, validated and owned by the Company. To earn the designation of a Practitioner, you agree to the following terms and conditions.

1. License Grant and Intellectual Property

The Company will grant you a license to represent yourself as a Practitioner commencing from the date of your Certification Debrief with one of the Company’s Managing Directors (Paul Sinclair or Dr Nadine Sinclair), condition that your coursework is deemed complete, and the certification training has been paid in full.

At such time, you will receive your official certificate that you have successfully completed the training and earned the designation of a Practitioner. Your license will entitle you to represent yourself as a Practitioner and use the PRI logo on your website, social media profiles and marketing materials.

You acknowledge and agree that you are not authorized to rebrand or create derivative or works of the PRI and materials received from the company or make any other use of such materials which would imply that such materials originated from any source other than the Company.

You shall not use the PRI, or the materials received from the company to build a competitive product or service or to copy any features, functions, scoring, or content of the PRI.

You shall not remove any copyright, patent, trademark, design right, trade secret, or any other proprietary rights notices from the PRI or materials received from the Company.

You shall not make use of any our trademarks in any domain names.

2. Restrictions

The PRI is considered a **restricted instrument** and has additional requirements relating to its purchase, administration, and use.

Only Practitioners that have been certified by the Company may purchase, administer, and debrief the PRI.

You are neither authorized to certify professionals to administer or debrief the PRI, nor to sell, resell, rent, or lease your status as a PRI Practitioner.

If you administer the PRI, you acknowledge that you must, and agree that you will, provide feedback and interpretation to each respondent who responds to the PRI, which feedback may be delivered in person, over the phone, or via video conference (hereafter referred to as **"Debrief"**). Debriefs must be more comprehensive than simply providing or passing along a respondent's report and must allow the respondent to ask questions and receive feedback in a non-automated format.

You acknowledge and agree that the PRI will not be used for a formal diagnosis of a mental health condition or as a basis for selection, evaluation, appraisal, or compensation discussions/decisions.

The rights granted to you hereunder as a Practitioner are applicable (i) to coaching individuals, and (ii) to conducting group seminars or workshops.

You acknowledge and agree that any third parties trained by you or otherwise affiliated with you and who are providing coaching/consulting/training services to others (i) cannot represent or imply that they are qualified or entitled to administer and debrief the PRI or to use the materials provided by the Company, and (ii) are not authorized to refer to your training or certification as a Practitioner for purposes of promoting their own coaching/consulting/training services, other than with the prior written consent of the Company.

3. Fees, Orders and Payment Terms

All fees associated with the Certification Training must be paid according to the terms you agree to when enrolling in the training. Orders for PRI reports and customization options can only be placed online using the designated order forms (i.e. order via email is *not* possible). Rates for all products and services are as listed in the order forms (terms and conditions on the order forms/price list apply - including validity of individual and group credits). All payments shall be made according to the payment terms stated on the respective price list and order form unless you have a separate, written agreement with the Company allowing for another arrangement. Prices are ex-VAT unless stated otherwise. You are responsible for providing a valid European VAT number to qualify for reverse charging of VAT within the European Union. If fees are not paid in full, according to these terms, your license will be suspended until all outstanding fees are received by the Company.

The Company reserves the right to modify the PRI at any time without notice. If you have pre-purchased PRI credits from us (for example, without limitation: a pre-purchased assessment administration) we will notify you of your options with respect to those pre-purchased PRI credits, which options may include (without limitation): converting pre-purchased PRI credits to a substitute or replacement product of our choosing; or converting the value of those pre-purchased PRI credits into credit for the Company's services for use within a defined period.

If we provide such options to you and you do not exercise them before the deadline(s) specified by us, then you acknowledge that you will forfeit the value of any such pre-purchased PRI credits.

4. Required Notices

You agree to place the following notices in the Terms of Use or similar page, of any website(s) on which any Company materials are used: "Mind Matters Ltd is not affiliated with this site or the individuals who own and operate it in any way. Mind Matters Ltd. is not an affiliate, sponsor, or partner of the site or the individuals who own and operate it. The Personal Resilience Indicator is the intellectual property of Mind Matters Ltd. Certain materials contained on this website are the intellectual property of Mind Matters Ltd."

You also agree to place the following legend on the pages of your website(s) and on any collateral on which any Company materials are used or the Personal Resilience Indicator brand is referenced: " is licensed to administer and debrief the Personal Resilience Indicator, created by Mind Matters Ltd." You are not authorized to remove any such notices or to rebrand or create any derivative works of the PRI or other Company materials or make any other use of such materials which would imply that such materials originated from any source other than the Company.

5. Revenue Sharing

As a Practitioner, you are entitled to retain one hundred percent (100%) of the revenue generated from services rendered that you contract directly (i.e. there is no revenue sharing). For coaching sessions/trainings/consulting sessions referred to you by the Company, you agree to pay the applicable percentage of revenue generated, on a case-by-case basis by mutual agreement. You are not required to accept referrals.

6. Ownership

The Company shall retain all right, title and interest in and to the products and services provided pursuant to this agreement. Any rights not expressly granted to you are reserved to the Company.

7. Non-interference with Company business

1. Non-solicitation of Company clients: You agree that, without express written permission from the Company, you will not work with any person or business that is a current client, past client or has been referred to you by the Company for one full year after you have gained this knowledge from the Company or other sources.
2. Commission for services rendered to clients referred by the Company: you acknowledge and agree to pay the applicable percentage of revenue generated, on a case-by-case basis by mutual agreement. You are not required to accept referrals.

8. Risk of Losing Certification

You acknowledge and understand that the measures and restrictions described in Sections 1-7 are

necessary and prudent to protect the Company and the PRI from misuse. You understand that failure to work within these guidelines can result in your certification being revoked with no refund of fees previously paid by you.

9. Re-Certification

Re-certification is an important aspect of quality assurance and is required every 12 months from completion of certification (i.e. the date on your certificate). The Practitioner must apply for re-certification at least 30 days before the expiration of the original certification date as indicated on his/her/their certificate.

The requirements for re-certification are as follows:

- At least 10 PRI debriefs since certification (a group debrief is equivalent to 2 individual debriefs)
- Submission of 3 case study forms (same form as during certification), as well as a 30-50 min video recording of a client PRI debrief along with the signed permission of the client to record the session for this purpose (the client can not be a PRI Practitioner)
- Payment of the re-certification fee of EUR 250 plus VAT (if applicable) for Practitioners with up to 20 PRI reports in the past 12 months (re-certification is free of charge for Practitioners with 21 or more PRI reports in the past 12 months).

All materials need to be submitted in English. Practitioners will receive a voice message with personal feedback on their case studies and the recording.

Failure to re-certify results in immediate loss of access to the PRI instrument, removal from the Practitioner directory, and loss of access to the PRI Resource Area. Remaining credits are non-refundable and will no longer be available unless you re-certify while the credits are still valid. If you re-certify within three months of the re-certification deadline, the delay will shorten your next cycle. Re-certification delays of three months or more requires retaking the full training.

10. Indemnification

You are solely responsible for the coaching/training/consulting services you provide to others as a Practitioner.

As such, you agree to defend, indemnify and hold the Company harmless from and against any and all liabilities, losses, damages, costs and expenses (including legal reasonable legal fees and expenses) associated with any claim or action brought against the Company by a third party arising from (i) any act or omission in connection with your performance under this agreement or your services to others; (ii) any breach of any of your obligations hereunder; or (iii) any actual or alleged infringement of any Company materials resulting from your acts or omissions.

11. Term and Termination

This agreement shall continue in effect from the date of execution until terminated by (i) mutual written agreement, or (ii) a termination in accordance with the provisions of this section.

The Company reserves the right to terminate this agreement due to any act or omission which the Company deems inappropriate or in opposition to its values. You will receive one warning, and if the situation is not remedied within 30 days, the agreement will be terminated, and you must immediately cease to represent yourself as a Practitioner and cease to use any Company materials. Examples of grounds for termination include, but are not limited to, your conviction of felony or any crime of fraud, breach of client confidentiality, misuse of the PRI, sending unsolicited commercial email, making warranties or promises to customers that are not honoured, disparagement of the Company, its Managing Directors or other Practitioners.

12. No Warranty

The Company makes no warranties, express or implied, in connection with this agreement, including but not limited to any warranty that any results will be achieved by your participation in the Certification Training and by the use of the Company's products and services.

13. Limits of Liability

In no event shall the Company be liable to you or to any third party, for (i) any indirect, incidental, special, consequential, exemplary or punitive damages, or other similar types of damages arising out of or in any way related to this agreement and/or the Company's alleged breach of this agreement, or (ii) damages in any amount exceeding the amount of the revenue share paid by you to the Company hereunder during the six (6) month period immediately preceding the events which gave rise to such claim or damages.

14. No Assignment

This agreement, and all rights and obligations described herein, may not be assigned by you without the prior written consent of the Company. In the event of any such approved assignment, this agreement shall inure to the benefit of, and shall be binding upon, the parties and their respective successors and assigns.

15. Disclaimer of Agency

This agreement shall not be construed to constitute the parties as partners, joint ventures, agents or otherwise as participants in a joint or common undertaking. Neither party (nor its agents and employees) is the representative of the other party for any purpose and neither party has power or authority as agent, legal representative, employee or in any other capacity to represent, act for, bind, or otherwise create or assume any obligation on behalf of, the other party for any purpose whatsoever.

16. Governing Law

Any claim relating to these Terms of Use shall be governed by the laws of the company's home jurisdiction (Malta) without regard to its conflict of law provisions.

17. Entire Agreement

This agreement contains the entire agreement and understanding of the parties, and supersedes any prior understandings and agreements, with respect to its subject matter.

If any part of these Terms of Use is held to be invalid or unenforceable, the remaining terms and conditions will continue in full force and effect.