

The Unicorn Program LLC

Terms & Conditions

Last updated: February 22nd, 2026

Please read these terms and conditions before using Our Service.

By enrolling in any course or accessing course materials, you (“Participant,” “You”) agree to these Terms and Conditions.

Interpretation and Definitions

Interpretation

The words of which the initial letter is capitalized have meanings defined under the following conditions. The following definitions shall have the same meaning regardless of whether they appear in singular or in plural.

Definitions

For the purposes of these Terms and Conditions:

Company (referred to as either "the Company", "We", "Us" or "Our" in these Terms) refers to The Unicorn Program LLC, located in Wheeling, IL.

Service refers to the Website, courses, video trainings, digital downloads, assessments, templates, PDU offerings, materials, and all related content provided by the Company.

You refers to the individual accessing or using the Service, or the Company, or other legal entity on behalf of which such individual is accessing or using the Service, as applicable.

Website refers to The Unicorn Program, accessible from <https://theunicornprogram.thinkific.com> or any affiliated domains.

Terms and Conditions (also referred to as “Terms”) refers to this agreement governing access to and use of the Service.

Enrollment refers to the act of registering for, purchasing, or otherwise gaining authorized access to a course or educational offering provided by the Company.

Licensed Materials (also referred to as “the Content”) refers to all digital products and materials made available through the Service, including but not limited to video courses, recordings, downloadable files, worksheets, assessments, templates, frameworks, graphics, branding elements, proprietary methodologies, mastery milestone tools, and any related educational resources created or provided by the Company.

User Submissions refers to any documents, materials, feedback, text, files, forms, or other information submitted, uploaded, or provided by users through the Service, including but not limited to PDU documentation, assessments, communications, or other materials.

Acceptance of Terms

These are the Terms and Conditions governing the use of this Service and the agreement that operates between You and the Company. These Terms and Conditions set out the rights and obligations of all users regarding the use of the Service.

By accessing, registering for, purchasing from, or using the Service, you agree to be legally bound by these Terms. If you do not agree, you may not access or use the Service.

Your access to and use of the Service is also conditioned on Your acceptance of and compliance with the Privacy Policy of the Company. Our Privacy Policy describes Our policies and procedures on the collection, use and disclosure of Your personal information when You use the Application or the Website and tells You about Your privacy rights and how the law protects You. Please read Our Privacy Policy carefully before using Our Service.

Enrollment and Eligibility

You represent that you are at least eighteen (18) years of age and have the legal capacity to enter into this agreement.

To enroll, you must:

- Be at least 18 years of age
- Provide accurate registration information
- Maintain a valid account in good standing

The Company reserves the right to refuse enrollment or revoke access at its discretion.

Accounts and Security

When You create an account with Us, You must provide Us information that is accurate, complete, and current at all times. You agree to maintain the confidentiality of your login credentials. Failure to do so constitutes a breach of the Terms, which may result in immediate termination of Your account on Our Service.

You are responsible for safeguarding the password that You use to access the Service and for any activities or actions under Your password. You are solely responsible for all activity occurring under your account. Sharing accounts, usernames, passwords, or access credentials with any other individual is strictly prohibited.

You agree not to disclose Your password to any third party. You must notify Us immediately upon becoming aware of any breach of security or unauthorized use of Your account.

You may not use as a username the name of another person or entity or that is not lawfully available for use, a name or trademark that is subject to any rights of another person or entity other than You without appropriate authorization, or a name that is otherwise offensive, vulgar or obscene.

The Company reserves the right to suspend or terminate accounts for unauthorized use or violations of these Terms.

Purchases, Payments, and Access

The Unicorn Program LLC

The Company offers digital educational products including but not limited to video courses, PDUs, downloadable materials, and training programs. Access is granted to a single user only and may not be shared or transferred.

All course fees are due at the time of enrollment unless otherwise specified.

Upon successful payment, you are granted a limited, non-transferable, revocable license to access the purchased content for personal educational use only.

All purchases are final. No refunds, exchanges, chargebacks, or credits will be issued for any reason, including but not limited to dissatisfaction, failure to complete courses, or changes in personal circumstances.

You agree not to initiate chargebacks or payment disputes without first contacting the Company to attempt resolution.

Failure to complete payment may result in suspension or termination of access.

The Company reserves the right to modify pricing, offerings, or access at any time.

Your Right to Submit User Submissions

Where the Service permits submitting User Submissions, you are solely responsible for your submissions and must comply with all applicable laws and professional standards. The Company reserves the right to remove User Submissions, restrict access, or terminate accounts at its sole discretion.

Our Service allows You to submit User Submissions. You are responsible for the User Submissions You submit to the Service, including its legality, reliability, and appropriateness.

By submitting User Submissions to the Service, You grant Us the right and license to use, modify, publicly perform, publicly display, reproduce, and distribute such User Submissions on and through the Service. You retain any and all of Your rights to any User Submissions You submit, post or display on or through the Service and You are responsible for protecting those rights. You agree that this license includes the right for Us to make Your User Submissions available to other users of the Service, who may also use Your User Submissions subject to these Terms.

You represent and warrant that: (i) the User Submissions are Yours (You own it) or You have the right to use it and grant Us the rights and license as provided in these Terms, and (ii) the submitting of Your User Submissions on or through the Service does not violate the privacy rights, publicity rights, copyrights, contract rights or any other rights of any person.

Content Restrictions

The Company is not responsible for the User Submissions of the Service's users. You expressly understand and agree that You are solely responsible for Your User Submissions and for all activity that occurs under your account.

You may not transmit any User Submission that is unlawful, offensive, upsetting, intended to disgust, threatening, libelous, defamatory, obscene or otherwise

objectionable. Examples of such objectionable User Submissions include, but are not limited to, the following:

- Unlawful or promoting unlawful activity.
- Defamatory, discriminatory, or mean-spirited submissions, including references or commentary about religion, race, sexual orientation, gender, national/ethnic origin, or other targeted groups.
- Spam, machine or randomly generated, constituting unauthorized or unsolicited advertising, chain letters, any other form of unauthorized solicitation, or any form of lottery or gambling.
- Containing or installing any viruses, worms, malware, trojan horses, or other User Submission that is designed or intended to disrupt, damage, or limit the functioning of any software, hardware or telecommunications equipment or to damage or obtain unauthorized access to any data or other information of a third person.
- Infringing on any proprietary rights of any party, including patent, trademark, trade secret, copyright, right of publicity or other rights.
- Impersonating any person or entity including the Company and its employees or representatives.
- Violating the privacy of any third person.
- False information and features.

The Company reserves the right, but not the obligation, to, in its sole discretion, determine whether or not any User Submission is appropriate and complies with these Terms, refuse or remove this User Submission. The Company further reserves the right to make formatting and edits and change the manner of any User Submission. The Company can also limit or revoke the use of the Service if You submit such objectionable User Submissions. As the Company cannot control all submissions submitted by users and/or third parties on the Service, You agree to use the Service at your own risk. You understand that by using the Service You may be exposed to content that You may find offensive, indecent, incorrect or objectionable, and You agree that under no circumstances will the Company be liable in any way for any content, including any errors or omissions in any content, or any loss or damage of any kind incurred as a result of your use of any content.

User Submission Backups

Although reasonable measures may be taken to maintain backups of User Submissions, the Company does not guarantee that there will be no loss, corruption, or damage to submitted data.

Backup failures may occur due to, without limitation, corrupted files, technical issues, or changes during backup processes.

The Company may attempt to troubleshoot known issues affecting backups; however, You acknowledge that the Company has no liability related to the integrity, availability, or restoration of User Submissions.

You agree to maintain complete and accurate copies of all User Submissions in a location independent of the Service.

Digital Products and License Restrictions

All materials provided are licensed, not sold, including but not limited to Licensed Materials.

You may not:

- Share login credentials
- Record or redistribute video content
- Share, reproduce, distribute, or resell content
- Upload materials to third-party platforms
- Provide access to any non-purchasing individual
- Modify or create derivative works

Violation may result in immediate termination of access without refund and potential legal action.

Intellectual Property

The Service and its original content (excluding User Submissions provided by You or other users), features and functionality are and will remain the exclusive property of the Company. For avoidance of doubt, all Licensed Materials constitute proprietary intellectual property of the Company.

All content, branding, logos, visual designs, graphics, course materials, assessments, videos, frameworks, proprietary methodologies, and related materials are the exclusive property of The Unicorn Program, LLC and protected under applicable copyright, trademark, and intellectual property laws.

No rights are granted except as expressly stated in these Terms. Our trademarks and trade dress may not be used in connection with any product or service without the prior written consent of the Company.

Feedback and Suggestions

Any feedback, ideas, suggestions, or improvements you provide become the exclusive property of the Company.

You grant the Company an irrevocable, non-exclusive, perpetual, irrevocable, worldwide, royalty-free right to use, reproduce, disclose, sub-license, distribute, modify, exploit, implement, and commercialize such feedback without restriction, compensation or attribution.

External Links

The Service may contain links to external websites that are not provided or maintained by or in any way affiliated with the Company.

The Company does not control, guarantee, endorse, or assume responsibility for the accuracy, relevance, timeliness, completeness, or reliability of content on external sites.

The Company has no control over, and assumes no responsibility for, the content, privacy policies, or practices of any third party web sites or services. You further acknowledge and agree that the Company shall not be responsible or liable, directly or indirectly, for any damage or loss caused or alleged to be caused by or in connection with the use of or reliance on any such content, goods or services available on or through any such web sites or services.

We strongly advise You to read the terms and conditions and privacy policies of any third-party web sites or services that You visit.

Promotions, Contests, and Sweepstakes

The Company may offer promotions, contests, or sweepstakes from time to time, which may be governed by separate terms.

Participation constitutes acceptance of any additional rules provided.

Termination

We may terminate or suspend Your Account immediately, without prior notice or liability, for any reason whatsoever, including without limitation if You breach these Terms and Conditions.

Upon termination, Your right to use the Service will cease immediately without refund. If You wish to terminate Your Account, You may simply discontinue using the Service.

Disclaimers

The Service is provided to You "AS IS" and "AS AVAILABLE" and with all faults and defects without warranty of any kind. To the maximum extent permitted under applicable law, the Company, on its own behalf and on behalf of its Affiliates and its and their respective licensors and service providers, expressly disclaims all warranties, whether express, implied, statutory or otherwise, with respect to the Service, including all implied warranties of merchantability, fitness for a particular purpose, title and non-infringement, and warranties that may arise out of course of dealing, course of performance, usage or trade practice. Without limitation to the foregoing, the Company provides no warranty or undertaking, and makes no representation of any kind that the Service will meet Your requirements, achieve any intended results, be compatible or work with any other software, applications, systems or services, operate without interruption, meet any performance or reliability standards or be error free or that any errors or defects can or will be corrected.

Without limiting the foregoing, neither the Company nor any of the Company's providers makes any representation or warranty of any kind, express or implied: (i) as to the operation or availability of the Service, or the information, content, and materials or products included thereon; (ii) that the Service will be uninterrupted or error-free; (iii) as to the accuracy, reliability, or currency of any information or content provided through

the Service; or (iv) that the Service, its servers, the content, or e-mails sent from or on behalf of the Company are free of viruses, scripts, trojan horses, worms, malware, timebombs or other harmful components.

Some jurisdictions do not allow the exclusion of certain types of warranties or limitations on applicable statutory rights of a consumer, so some or all of the above exclusions and limitations may not apply to You. But in such a case the exclusions and limitations set forth in this section shall be applied to the greatest extent enforceable under applicable law.

Limitation of Liability

To the fullest extent permitted by applicable law, the total liability of the Company and any of its suppliers under these Terms and Conditions, and Your exclusive remedy for all claims, shall be limited to the amount actually paid by You to the Company for the applicable Service.

In no event shall the Company or its suppliers be liable for any indirect, incidental, special, consequential, exemplary, or punitive damages whatsoever, including but not limited to damages for loss of profits, loss of revenue, loss of data or other information, business interruption, personal injury, loss of privacy, or any other damages arising out of or relating to:

- Use of or inability to use the Service
- Reliance on educational content
- Professional or clinical decisions made by You
- Errors or omissions in content
- Loss of data or documentation
- Use of third-party software or hardware in connection with the Service

whether based on contract, negligence, tort, strict liability, or any other legal theory, even if the Company has been advised of the possibility of such damages and even if any remedy fails of its essential purpose.

Some jurisdictions do not allow the exclusion or limitation of certain damages, so some of the above limitations may not apply to You. In such cases, liability shall be limited to the maximum extent permitted by law.

Disputes Resolution

If You have any concern or dispute about the Service, You agree to first try to resolve the dispute informally by contacting the Company.

Binding Arbitration

If a dispute cannot be resolved informally, You and the Company agree to resolve any claim, dispute, or controversy arising out of or relating to these Terms or the Service exclusively through final and binding arbitration, rather than in court, except that either party may seek injunctive or equitable relief to protect intellectual property rights.

The Unicorn Program LLC

The arbitration shall be conducted in accordance with the rules of the American Arbitration Association (AAA) and shall take place in the State of Illinois, unless otherwise agreed by the parties. The arbitration shall be administered by the American Arbitration Association under its Commercial Arbitration Rules.

Each party shall bear its own costs and attorneys' fees unless otherwise required by law. You agree that any dispute shall be conducted on an individual basis and not as a class, consolidated, or representative action.

By agreeing to arbitration, You waive the right to a trial by judge or jury and the right to participate in class actions or representative proceedings.

Governing Law

These Terms shall be governed by and in accordance with the laws of the State of Illinois, without regard to conflict of law principles.

Changes to these Terms and Conditions

The Company reserves the right to modify these Terms at any time. By continuing to access or use Our Service after those revisions become effective, You agree to be bound by the revised terms. If You do not agree to the new terms, in whole or in part, please stop using the website and the Service.

Contact Us

If you have any questions about these Terms and Conditions, You can contact:

The Unicorn Program, LLC

By email: pilar.bonilla@theunicornprogram.org