# Open Ranks Nurse Consulting

# MEB Course Agreement

Open Ranks Nurse Consulting Services, PLLC, a Washington limited liability company, with a principal address of 4570 Avery Lane SE STE C 5110, Lacey, Washington 98503 (the “Company” or “we” or “us”) has developed that certain proprietary on-line course described below.

THE COMPANY PROVIDES THE COURSE SOLELY ON THE TERMS AND CONDITIONS SET FORTH IN THIS AGREEMENT AND ON THE CONDITION THAT COURSE PARTICIPANTS ACCEPT AND COMPLY WITH THEM.

BY PURCHASING AND PARTICIPATING IN THE COURSE, YOU WARRANT THAT YOU HAVE READ AND REVIEWED THIS AGREEMENT AND AGREE TO BE BOUND BY IT.

1. **Course Description.** The Company has developed that certain proprietary on-line courses entitled “MEB Masterclass”(Course 1), “Medical Evaluation Board Mini-Course(Course 2), “The Complete Medical Board Process Course”(Course 3), “Navigating the Medical Board Maze”(Course 4), (the “Courses”) for educational purposes. These Courses are designed to provide an understanding of the Integrated Disability Evaluation System process and to enable the Course participant to create a strategy/plan to navigate the Integrated Disability Evaluation System process. The Course consists of videos on relevant topics, forms, documents and articles and an instructor will be available twice a week on a Course message board to answer questions from participants.
2. **License.** Upon registration and payment of the Fee (as hereinafter defined), the Company grants you a non-exclusive, limited (one-year), nontransferable and revocable license to use the Course Materials (as hereinafter defined), subject to the terms and conditions set forth in this Agreement. The Company retains all title and ownership to the Course and the Course Materials. “Course Materials” means all data, documentation and information developed by us and other materials provided by us to assist you in your participation and completion of the Course.
3. **Fee.** The Fee for Course 1 is $0; Course 2 is $79.00, Course 3 is $99.00, Course 4 is $199.00 which must be paid in full at the time of registration for the Course. The Fee is non-refundable. The Course does not have a structured start date, which means you may begin the Course at any time, but your access to the Course will **expire one year** after the Effective Date, whether or not you have completed the Course.

**Your Conduct**

* 1. You may not remove any proprietary notices, labels, logos on the Course or Course Materials. You may not sell, rent, lend or otherwise transfer the Course or Course Materials to another party. The Course and Course Materials contain copyrighted material and other proprietary material. You shall not (and shall not permit anyone else to) copy, reverse engineer, disassemble or otherwise reduce the software used to provide the Course to a human-perceivable form, or to modify, network, rent, loan, distribute, or create derivative works based upon the Course, the Course Materials, or any software or materials used in connection with the Course or Course Materials. You shall not teach a course based on the materials contained in the Course or Course Materials.
  2. You shall register in your own name, not impersonate any other person or entity, and provide truthful and accurate information. You agree not to post or send transmissions which attempt to hide your identity or represent yourself as someone else. Further, you shall not use or launch any automated system, including without limitation, “robots,” “spiders,” or “offline readers” to access the Course or the Convene Communities Site (the “Site”).
  3. You agree to participate in the Course in good faith and in a way so as not to bring disrepute or damage the reputation of the Company or the Course. You further agree to provide the Company ongoing and constructive feedback regarding the Course by sending an email to (contact@openranksnc.com).
  4. You shall not post or transmit on the Site any unlawful, harassing, discriminatory, libelous, abusive, tortious, threatening, harmful, vulgar, obscene, racist, homophobic, violent, degrading, or otherwise objectionable material of any kind or nature. You further agree not to post or transmit any material that encourages conduct that could constitute a criminal offense, give rise to civil liability or otherwise violate any applicable local, state, national or international law or regulation.
  5. You shall not post, transmit, or provide content on the Site that infringes the intellectual or other proprietary rights of third parties or contains spam, chain letters, pyramid and other selling and marketing schemes, computer viruses, computer code, files or programs or other harmful components that are designed to interrupt, destroy, change or limit the

functionality of the Site. You shall not interfere with another participant’s use and enjoyment of the information and services available on the Site.

* 1. The Company also maintains various social media sites (“Social Media Sites”). You agree not to take any action that may (i) interrupt, destroy or limit the functionality of any Social Media Sites; (ii) gain or attempt to gain unauthorized access to the Social Media Accounts; or (iii) damage, disable, overburden or impair any Social Media Sites or its servers or networks.

1. **Disclaimer of Warranty.** You expressly acknowledge and agree that your participation in the Course and your use of the Course Materials are at your sole risk. The Course, Course Materials and any related documentation are provided “AS IS” and without warranty of any kind. The Company does not assume or accept responsibility for the security or your account or content.

TO THE MAXIMUM EXTENT PERMITTED UNDER APPLICABLE LAWS, THE COMPANY EXPRESSLY DISCLAIMS ALL WARRANTIES, STATUTORY, EXPRESSED OR IMPLIED, INCLUDING, BUT NOT LIMITED TO THE IMPLIED WARRANTIES OF MERCHANTABILITY, FITNESS FOR A PARTICULAR PURPOSE, AND NON INFRINGEMENT OF THIRD PARTY RIGHTS. THE COMPANY DOES NOT WARRANT THAT THE INFORMATION CONTAINED IN THE COURSE AND/OR COURSE MATERIALS WILL MEET YOUR REQUIREMENTS OR THAT THE OPERATION AND/OR DELIVERY OF THE COURSE AND/ OR COURSE MATERIALS WILL BE UNINTERRUPTED OR ERROR-FREE, OR THAT DEFECTS IN THE COURSE AND/OR COURSE MATERIALS WILL BE CORRECTED.

# No Advice or Promises.

* 1. Even though the Course addresses topics relating to physical & mental health, physical & mental impairments and disorders, the Course and Course instruction do not involve the diagnosis or treatment of mental disorders or constitute therapy and are not to be used as a substitute for counseling, psychotherapy, psychoanalysis, mental health care, substance abuse treatment or other professional advice by legal, medical or other qualified professionals. The Company urges all Course participants to consult a licensed therapist for the diagnosis and treatment of mental health issues.
  2. The Company does not offer any promises or guarantees with regard to the Course or the Course Materials. You hereby acknowledge and agree:
     1. You are solely responsible for obtaining your desired result from the Course and all decisions made and/or actions taken or not taken as a result of your participation in the Course;
     2. There is no guaranty you will reach your goals as a result of participation in the Course; and
     3. Neither the Company nor any instructor or agent of the Company is providing or attempting to provide legal, financial, medical or therapeutic advice or treatment.

1. **Limitation of Liability.** TO THE MAXIMUM EXTENT PERMITTED UNDER APPLICABLE LAWS, UNDER NO CIRCUMSTANCES, INCLUDING NEGLIGENCE, SHALL THE COMPANY OR ITS MEMBERS, MANAGERS, INSTRUCTORS, OFFICERS, EMPLOYEES OR AGENTS, BE LIABLE FOR ANY INCIDENTAL, SPECIAL OR CONSEQUENTIAL DAMAGES (INCLUDING DAMAGES FOR LOSS OF BUSINESS PROFITS, BUSINESS INTERRUPTION, LOSS OF BUSINESS INFORMATION AND THE LIKE) ARISING OUT OF THE USE OR INABILITY TO USE THE COURSE AND/OR COURSE MATERIALS, EVEN IF THE COMPANY OR ITS AUTHORIZED REPRESENTATIVE HAS BEEN ADVISED OF THE POSSIBILITY OF SUCH DAMAGES. IN NO EVENT SHALL THE COMPANY’S TOTAL LIABILITY FOR ALL DAMAGES, LOSSES, AND CAUSES OF ACTION (WHETHER IN CONTRACT, TORT, OR OTHERWISE) EXCEED THE AMOUNT PAID BY YOU FOR THE COURSE.
2. **Termination.** We may terminate this Agreement and your access to the Course and Course Materials without notice if you violate the terms of this Agreement. You may also terminate this Agreement at any time by contacting us and requesting termination. No Fees, however, will be refunded upon termination of this Agreement by either party.

# Miscellaneous.

* 1. All communications, notices or questions to the Company must be directed to [contact@openranksnc.com.](mailto:contact@openranksnc.com.)
  2. No delay or failure to take action under this Agreement will constitute a waiver unless expressly waived in writing, signed by a duly authorized representative of the Company, and no single waiver will constitute a continuing or subsequent waiver.
  3. This Agreement may not be assigned, sublicensed or otherwise transferred by you, by operation of law or otherwise, without the Company’s prior written consent, which may be withheld for any reason.
  4. This Agreement constitutes the complete and exclusive statement of the agreement between the parties and supersedes all prior written and oral statements, including any prior representation, statement, condition, or warranty.
  5. This Agreement shall be governed by the laws of the state of Washington without regard to conflict of laws provisions. Any suit involving any dispute or matter arising under this Agreement may only be brought in the United States District Court for the Western District of Washington, or any state court in Pierce County, Washington. The parties hereby consent to the exercise of personal jurisdiction by any such court with respect to any such proceeding.
  6. This Agreement is binding upon, and inure to the benefit of, the parties hereto and their respective heirs, executors, administrators, personal and legal representatives, successors, and permitted assigns.
  7. In the event of any litigation or other legal proceedings between the parties, the prevailing party shall be entitled to reasonable attorneys' fees and all costs of proceedings incurred in enforcing this Agreement.
  8. The headings in this Agreement are for reference only and do not affect the interpretation of this Agreement.

1. **Electronic Signatures**. Electronic signatures of the parties have the same force and effect as manual signatures.

Acknowledged and Agreed by : /s/ Jerome Spearman, Manager and CEO\_