# Terms of Service

*Xclerist™*

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These Terms of Service ("Terms") are a binding agreement between you and Xclerist LLC ("Xclerist," "we," "us") governing your use of the Xclerist website and membership service (the "Service"). By creating an account or using the Service, you agree to these Terms. If you do not agree, do not use the Service.

## 1. Eligibility

You must be at least 18 years old and a resident of the United States to use the Service. By using the Service, you represent that you meet these requirements and that the information you provide is accurate.

## 2. The Service

Xclerist builds and maintains a personalized Life Plan across ten life domains and, where you choose and qualify, helps connect you with other members through our network. Your plan is generated by an artificial-intelligence system from the answers you give, and is reviewed by a person at Xclerist before it is published to you. Our Privacy Policy describes this processing in detail, including what information is sent to our AI provider.

### Membership

**Free.** The full Life Plan across all ten domains, dashboard, timelines, milestones, and periodic plan regeneration, at no cost.

**XCL Plus.** Unlocked at no charge when you reach 80% profile completion. Adds network introductions and a ten-year look-ahead section.

### Individual paid features

Certain features are bought individually rather than by subscription. Each can be paid for with money or, if you have earned them, with XCL credits:

**Plan PDF export — $5.** A downloadable copy of one version of your Life Plan.

**Regenerate now — $5.** One immediate regeneration of your Life Plan, performed as soon as you confirm.

**What-if scenarios — $10.** Thirty (30) days of access to the What-if scenarios feature. This is a one-time purchase for a fixed period. It does not renew automatically and nothing is charged or deducted when the period ends; if you want another period, you buy one.

Features and pricing may change over time. Plans, suggestions, and introductions support your own decision-making, as described in Section 7.

## 3. Your account

You are responsible for the information you provide and for keeping your login credentials secure. You are responsible for activity that occurs under your account. Notify us promptly if you believe your account has been compromised.

## 4. Payments

**Individual purchases.** Paid features are charged at the time you buy them, through our payment processor, Stripe. What you buy is described at the point of purchase, including how long any time-limited access lasts.

**No automatic renewal.** We do not currently offer any subscription that renews automatically, and no feature bought with money or with XCL renews on its own. Nothing recurring is charged to your payment method or deducted from your XCL balance. If we introduce an automatically renewing offering in future, we will disclose its terms clearly before you buy and will obtain your agreement to them.

**Price changes.** We may change prices. A change applies only to purchases made after it takes effect.

**Refunds.** All payments are final and non-refundable, including for partial periods, except where a refund is required by applicable law. Because the Regenerate now feature runs immediately when you confirm it, it cannot be cancelled once started.

## 5. XCL referral credits

XCL is a promotional credit you can earn by referring people to Xclerist and use in place of payment to unlock the individual paid features listed in Section 2. XCL has no cash value, cannot be redeemed for money, is not transferable, and is not property. Credit is earned only when a person you refer creates an account and confirms their email address.

The programme is governed by our Referral Program Terms, which are incorporated into these Terms and apply in full. Please read them before participating. If you participate in the programme, you agree to them.

Your XCL balance is deleted along with your account and is not recoverable after your account is permanently deleted.

## 6. The network and introductions

Network introductions are optional and require both people to agree. Identifying information about another member is not shown to you before you both accept. We do not offer romantic or dating introductions.

We facilitate introductions but do not guarantee any outcome, opportunity, or result. We do not verify the identity, background, credentials, employment, or statements of any member. We are not responsible for the conduct of other members, whether on the Service or afterwards, and you are responsible for your own judgment in deciding whether and how to interact with anyone you are introduced to. You are never obligated to accept an introduction. You agree to interact with other members respectfully and lawfully, and not to use the network to solicit, recruit, harass, or mislead anyone.

## 7. Important disclaimers about advice

Xclerist is not a substitute for professional advice. The Life Plan, suggestions, scenarios, content, and introductions we provide are for informational and planning purposes only and do not constitute financial, investment, legal, tax, medical, mental-health, immigration, estate-planning, or other professional advice. We are not your fiduciary, advisor, broker, attorney, accountant, or healthcare provider.

Your plan and the What-if scenarios are produced by an artificial-intelligence system. Automated systems can be wrong, incomplete, or out of date, and can present inaccurate information confidently. Human review before publication reduces this risk but does not eliminate it. Any projection, look-ahead, or modelled outcome

is a hypothetical illustration, not a prediction, and is not guaranteed. You are responsible for your own decisions and should consult a qualified professional before acting on matters in these areas.

### 8. Your content and our license

You retain ownership of the information and content you provide. You grant us a limited license to use, store, and process your content as necessary to operate and improve the Service and provide it to you, consistent with our Privacy Policy — which includes transmitting it to the service providers listed there, including our artificial-intelligence provider. You agree not to submit content that is unlawful, infringing, or that you do not have the right to share.

### 9. Acceptable use

You agree not to misuse the Service, including by attempting to access it in unauthorized ways, disrupting it, scraping or harvesting data, creating more than one account for yourself, using it to harass or harm others, or using it for any unlawful purpose.

### 10. Intellectual property

The Service, including the Xclerist name and logo, software, content, and design, is owned by Xclerist LLC and protected by intellectual-property laws. We grant you a limited, non-exclusive, non-transferable license to use the Service for your personal use in accordance with these Terms. You may not copy, modify, or create derivative works from the Service except as permitted.

### 11. Third-party services

The Service relies on third-party providers, which are listed in our Privacy Policy. Your use of those services may be subject to their terms, and we are not responsible for third-party services.

### 12. Disclaimer of warranties

**THE SERVICE IS PROVIDED "AS IS" AND "AS AVAILABLE," WITHOUT WARRANTIES OF ANY KIND, WHETHER EXPRESS OR IMPLIED, INCLUDING IMPLIED WARRANTIES OF MERCHANTABILITY, FITNESS FOR A PARTICULAR PURPOSE, AND NON-INFRINGEMENT, TO THE FULLEST EXTENT PERMITTED BY LAW. WE DO NOT WARRANT THAT THE SERVICE WILL BE UNINTERRUPTED, ERROR-FREE, OR SECURE, THAT ANY PLAN OR SCENARIO WILL BE ACCURATE OR COMPLETE, OR THAT ANY INTRODUCTION WILL BE SUITABLE OR PRODUCE ANY RESULT.**

### 13. Limitation of liability

**TO THE FULLEST EXTENT PERMITTED BY LAW, XCLERIST AND ITS OWNER WILL NOT BE LIABLE FOR ANY INDIRECT, INCIDENTAL, SPECIAL, CONSEQUENTIAL, OR PUNITIVE DAMAGES, OR FOR LOST PROFITS OR DATA, ARISING OUT OF OR RELATING TO YOUR USE OF THE SERVICE. OUR TOTAL LIABILITY FOR ANY CLAIM RELATING TO THE SERVICE WILL NOT EXCEED THE GREATER OF THE AMOUNT YOU PAID US IN THE TWELVE MONTHS BEFORE THE CLAIM OR ONE HUNDRED DOLLARS ($100).**

### 14. Indemnification

You agree to indemnify and hold Xclerist harmless from claims, losses, and expenses arising out of your misuse of the Service, your violation of these Terms, your conduct toward other members, or your use of the referral programme, to the extent permitted by law.

## 15. Termination

You may stop using the Service and delete your account at any time. We may suspend or terminate your access if you violate these Terms or to protect the Service or other members. Provisions that by their nature should survive termination will survive.

## 16. Governing law, dispute resolution, and arbitration

**PLEASE READ THIS SECTION CAREFULLY. IT AFFECTS YOUR LEGAL RIGHTS. IT REQUIRES THAT MOST DISPUTES BETWEEN YOU AND XCLERIST BE RESOLVED THROUGH INDIVIDUAL, BINDING ARBITRATION RATHER THAN IN COURT, WAIVES YOUR RIGHT TO A JURY TRIAL, AND WAIVES YOUR RIGHT TO PARTICIPATE IN A CLASS OR REPRESENTATIVE ACTION. YOU MAY OPT OUT WITHIN 30 DAYS, AS DESCRIBED BELOW.**

### 16.1 Governing law

These Terms, and any dispute between you and Xclerist, are governed by the Federal Arbitration Act, which governs the interpretation and enforcement of the arbitration provisions in this Section, and, to the extent state law applies, by the laws of the State of Idaho, without regard to conflict-of-laws principles.

### 16.2 Informal resolution first

Before starting an arbitration or filing any claim, you and Xclerist agree to first try to resolve the dispute informally for at least sixty (60) days. To begin, the party raising the dispute must send the other an individualized written Notice of Dispute. Your Notice must be sent to team@xclerist.com and must include your name, the email address associated with your account, a description of the specific dispute, and the specific relief you seek; it must be personally signed by you and, if you are represented by counsel, must still reflect your own individual circumstances. Xclerist will send its Notice to your account email. During this period, either party may request an individualized telephone or video settlement conference, and both parties will participate in good faith. Completing this informal process, with an individualized Notice, is a condition that must be met before starting an arbitration, and a court or arbitrator may enjoin a non-compliant arbitration from proceeding. Any applicable statute of limitations is paused while the parties comply with this process.

### 16.3 Binding individual arbitration

If the dispute is not resolved within sixty (60) days, it will be resolved exclusively by final and binding individual arbitration, rather than in court, except for the claims described in “Exceptions” below. This agreement to arbitrate is broad and covers all disputes or claims arising out of or relating to these Terms, the Service, or your relationship with Xclerist — whether based in contract, tort, statute, fraud, or any other theory — including disputes about the interpretation, scope, formation, or enforceability of this arbitration agreement (except that a court, not an arbitrator, decides the enforceability of the Class Action Waiver below). The arbitration will be administered by the American Arbitration Association (AAA) under its Consumer Arbitration Rules and, for coordinated filings, its Mass Arbitration Supplementary Rules, each as modified by these Terms. If the AAA will not administer the arbitration consistent with these Terms, the parties will agree on another established arbitration provider, and if they cannot agree, a court may appoint one. A single neutral arbitrator will decide the dispute. The arbitration may be conducted by written submissions, telephone, or video; if an in-person hearing is needed, it will take place in the U.S. county where you live or another location the parties agree on. The arbitrator will issue a reasoned written decision and may award only the individual relief that a court could award to the individual party on that party's own claim.

**16.4 Exceptions**

Notwithstanding the agreement to arbitrate, either party may: (a) bring an individual claim in small-claims court, so long as it remains in that court and proceeds only on an individual basis; and (b) bring a claim in court solely for injunctive or other equitable relief to protect or enforce intellectual-property rights or to stop unauthorized access to, or misuse of, the Service. Filing such a claim does not waive the right to arbitrate any other dispute.

**16.5 Class action waiver**

You and Xclerist agree that each may bring claims against the other only in an individual capacity, and not as a plaintiff or class member in any purported class, collective, consolidated, coordinated, private-attorney-general, or other representative proceeding. The arbitrator may not consolidate or join the claims of more than one person and may not preside over any class or representative proceeding. If a court decides that this Class Action Waiver is unenforceable as to a particular claim or request for relief, then that claim or request (and only that one) will be severed and decided by a court, while all remaining claims will proceed in arbitration. The Class Action Waiver is a material and non-severable part of the agreement to arbitrate: if the Class Action Waiver as a whole is found unenforceable, then the agreement to arbitrate will be null and void as to the claims subject to that waiver.

**16.6 Coordinated and mass filings**

The parties intend to prevent abuse of the arbitration process through large numbers of coordinated filings. If twenty-five (25) or more Notices of Dispute or arbitration demands raising similar claims are submitted against Xclerist by or with the coordination or assistance of the same or coordinated counsel, or otherwise in a coordinated manner, the parties agree these claims will be resolved in staged batches under the following bellwether process: (a) claims will be grouped into batches of no more than fifty (50) claimants; (b) only the first batch of up to fifty (50) claims will proceed at the outset — with up to twenty-five (25) selected by claimants' counsel and up to twenty-five (25) selected by Xclerist — as bellwether arbitrations, and only the filing and administrative fees for that first batch will be due at that time, while the remaining claims and any obligation to pay their filing fees are stayed; (c) after the bellwether arbitrations are decided, the parties will participate in a single global mediation for the remaining claims, using the bellwether results to guide a resolution; and (d) if the remaining claims are not resolved, they proceed in successive batches of up to fifty (50), each followed by mediation, until resolved. A court has authority to enforce this provision, including to stay the filing or prosecution of demands and any filing-fee obligations until each stage is complete. If an arbitration provider's rules or fee schedule conflict with this staged process, this provision controls to the fullest extent permitted; and if it cannot be given effect, the coordinated claims will proceed in court on an individual basis (subject to the Class Action Waiver) rather than as mass arbitrations.

**16.7 Arbitration fees**

For individual arbitrations that are not part of a coordinated or mass filing, Xclerist will pay the arbitration filing and administrative fees required by the applicable Consumer Arbitration Rules, except that if the arbitrator determines a claim is frivolous or brought for an improper purpose, the arbitrator may reallocate those fees as the rules allow. Each party is otherwise responsible for its own attorneys' fees and costs, unless an applicable statute or the arbitrator's award provides otherwise. Fees for coordinated or mass filings are governed by the staged batch process above.

#### 16.8 Your right to opt out

You may opt out of this agreement to arbitrate (including the Class Action Waiver) within thirty (30) days after you first accept these Terms. To opt out, email team@xclerist.com with your name, the email address associated with your account, and a clear statement that you want to opt out of arbitration. Opting out will not affect any other part of these Terms. If you opt out, or if the agreement to arbitrate is found not to apply, the state and federal courts located in Idaho will have exclusive jurisdiction over the dispute, and you consent to venue and personal jurisdiction there, except where prohibited by law.

#### 16.9 Severability and survival

Except as stated in the Class Action Waiver, if any portion of this Section is found unenforceable, that portion will be severed and the remainder will stay in effect. This Section survives termination of these Terms and of your relationship with Xclerist.

## 17. Changes to these Terms

We may update these Terms. When we make a material change, we will post the updated Terms with a new version identifier and effective date, notify you, and ask you to accept the updated Terms before you continue using the Service. Non-material changes will be posted with an updated date, and your continued use after they take effect means you accept them.

## 18. Contact us

Questions about these Terms:

team@xclerist.com

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