

Ellyn Satter Institute, Inc., Terms of Service

Effective 7/20/2025

Welcome, and thank you for your interest in the Ellyn Satter Institute, Inc. (“Ellyn Satter Institute,” “we,” or “us”) and our website at esiinstitute.wpengine.com (the “Site”), along with our related websites, networks, and other services provided by us (collectively, the “Service”). These Terms of Service are a legally binding contract between you and Ellyn Satter Institute regarding your use of the Service.

PLEASE READ THE FOLLOWING TERMS CAREFULLY BY REGISTERING, BROWSING OR OTHERWISE ACCESSING OR USING THE SERVICE, YOU AGREE THAT YOU HAVE READ AND UNDERSTOOD, AND, AS A CONDITION TO YOUR USE OF THE SERVICE, YOU AGREE TO BE BOUND BY, THE FOLLOWING TERMS AND CONDITIONS, INCLUDING THE ELLYN SATTER INSTITUTE WEBSITE PRIVACY POLICY (TOGETHER, THESE “TERMS”). If you are not eligible, or do not agree to the Terms, then you do not have our permission to use the Service. YOUR USE OF THE SERVICE, AND ELLYN SATTER INSTITUTE’S PROVISION OF THE SERVICE TO YOU, CONSTITUTES AN AGREEMENT BY ELLYN SATTER INSTITUTE AND BY YOU TO BE BOUND BY THESE TERMS.

Arbitration NOTICE

Except for certain kinds of disputes described in Section 17, you agree that disputes arising under these Terms will be resolved by binding, individual arbitration, and BY ACCEPTING THESE TERMS, YOU AND ELLYN SATTER INSTITUTE ARE EACH WAIVING THE RIGHT TO A TRIAL BY JURY OR TO PARTICIPATE IN ANY CLASS ACTION OR REPRESENTATIVE PROCEEDING. YOU AGREE TO GIVE UP YOUR RIGHT TO GO TO COURT to assert or defend your rights under this contract (except for matters that may be taken to small claims court). Your rights will be determined by a NEUTRAL ARBITRATOR and NOT a judge or jury. (See Section 17).

HEALTH DISCLAIMER

ELLYN SATTER INSTITUTE provides educational materials and mentoring through the Service only to inform you of the principles and implementation of the Satter Models. ELLYN SATTER INSTITUTE is not a medical organization and our staff cannot give you ANY medical advice or diagnosis. Nothing contained in the Service should be construed as such MEDICAL advice or diagnosis. The information provided by us should not be interpreted as a substitute for physician consultation, evaluation, or treatment. ELLYN SATTER INSTITUTE STRONGLY URGES YOU TO CONSULT YOUR PHYSICIAN BEFORE IMPLEMENTING THE SATTER MODELS.

Ellyn Satter Institute Service Overview. Ellyn Satter Institute is a non-profit organization that provides educational materials, training and mentoring on models for eating competence and feeding dynamics (collectively, the “Satter Models”) to assist professionals and the public in making healthier eating and feeding decisions. Eligibility. You must be at least 18 years old to

use the Service. By agreeing to these Terms, you represent and warrant to us that: (i) you are at least 18 years old; (ii) you have not previously been suspended or removed from the Service; and (iii) your registration and your use of the Service is in compliance with any and all applicable laws and regulations. If you are an entity, organization, or company, the individual accepting these Terms on your behalf represents and warrants that they have authority to bind you to these Terms and you agree to be bound by these Terms. Accounts and Registration. To access most content and features of the Service, you must provide your email address. You acknowledge and agree that the email address you provide is a valid and working email address controlled by you, and that we may use your email address in accordance with the Ellyn Satter Institute Website Privacy Policy. In addition, to access certain content and features, you may be required to register for an account. When you register for an account, you may be required to provide us with some information about yourself, such as your name, email address, mailing address, or other contact information. You agree that the information you provide to us is truthful, accurate and complete, and that you will keep it up-to-date at all times. When you register, you will be asked to provide a password. You are solely responsible for maintaining the confidentiality of your account and password, and you accept responsibility for all activities that occur under your account. If you believe that your account is no longer secure, then you must immediately notify us at esi@ellynsatterinstitute.org.

Service Access

Access Rights. Ellyn Satter Institute grants you permission to access and use the Service as set forth in these Terms; provided that and so long as: (a) you do not download, reproduce, redistribute, retransmit, publish, resell, publicly display or otherwise exploit any portion of the Service in any medium without Ellyn Satter Institute's prior written authorization or unless expressly permitted in these Terms; (b) you do not engage in any of the prohibited uses described below; and (c) you otherwise fully comply with these Terms. You understand that certain portions of the Service may not be accessible to all users, including but not limited to our Satter Models and related educational materials and mentoring. Ellyn Satter Institute reserves the right to terminate or suspend your account, deny you permission to access the Service or deny you permission to register an account for any or no reason.

Feedback License. If you choose to provide input and suggestions regarding problems, proposed modifications, or improvements to the Service ("Feedback"), then you hereby grant Ellyn Satter Institute an unrestricted, perpetual, irrevocable, non-exclusive, fully- paid, royalty-free right to exploit the Feedback in any manner and for any purpose, including to improve the Service and create other products and services. Paid Membership. Ellyn Satter Institute may offer paid memberships with certain benefits and features, including discounts on products and services and exclusive access and content, available exclusively to paying users. You may purchase a membership through the Site at the prices listed on the Site at [Link to ESI Membership Pricing Information is coming soon] (the "Membership Fees"). Ellyn Satter Institute

provides memberships on an annual basis. Purchasing an annual membership does not entitle you to renewal in a subsequent year. All Membership Fees are non-refundable unless stated otherwise in Section 5.1. The benefits and features made available as part of a membership may only be accessed by the individual user who is registered for that membership. If you purchase a membership, you may not transfer or assign your membership to any third party.

Membership Cancellation or Refusal by Ellyn Satter Institute. Ellyn Satter Institute reserves the right to refuse your membership or revoke your membership without cause. If we refuse your membership or cancel your membership without cause, you may be offered a full refund with deductions for any benefits or services that you have used, to be determined at our sole discretion.

General Payment Terms. Before you purchase any products, or pay any fees required for any feature of the Service, you will have an opportunity to review and accept the fees that you will be charged. All fees are in U.S. Dollars. Except as otherwise set forth in these Terms, or, solely with respect to products purchased on the Service, as set forth in the Ellyn Satter Institute Return Policy (located below) in effect at the time of your purchase, all fees are non-refundable.

Price. Ellyn Satter Institute reserves the right to determine and make changes to pricing for the Service and any products sold on the Service. Ellyn Satter Institute will make reasonable efforts to keep pricing information published on the website up to date. We encourage you to check our website periodically for current pricing information. Ellyn Satter Institute, at its sole discretion, may make promotional offers with different products, different features or different pricing to any of Ellyn Satter Institute's customers. These promotional offers, unless made to you, will not apply to your offer or these Terms.

Return Policy. We want you to be satisfied with your purchase. If you are not, most items shipped from the Ellyn Satter Institute can be returned in original condition within 30 days of shipment. Pack your item securely, inserting any paperwork that you were instructed to include when requesting your return. If you don't have the original product packaging, use a sturdy box and include padding such as packing bubbles or newspaper. Returned merchandise must be in new, salable condition. You are responsible for paying shipping fees to your preferred carrier at the time you ship your return. We will refund the purchase price and tax, less any discounts, purchasing handling fees, shipping fees and a 20% restocking fee. Tax on restocking fees may apply to returned items that were shipped for customers in CT, MD, NV, PA, VA, WV, and WI. After the carrier has received your item, it may take up to two weeks for us to receive and process your return. Your refund will be issued based on the payment method used for purchase. The Ellyn Satter Institute does not accept returns on the following items:

Single copies of books or pamphlets

Downloadable documents or e-books

Webinars or online programs

Online subscriptions or memberships after they have been accessed

Items purchased from sellers other than the Ellyn Satter Institute

Authorization. You authorize Ellyn Satter Institute to charge all sums for the orders that you make and any level of Service you select as described in these Terms or published by Ellyn Satter Institute, to the payment method specified at the time of purchase. If you pay any fees with a credit card, Ellyn Satter Institute may seek pre-authorization of your credit card account prior to your purchase to verify that the credit card is valid and has the necessary funds or credit available to cover your purchase. You may also be charged for credit card processing fees.

Delinquent Accounts. Ellyn Satter Institute may suspend or terminate access to the Service for any account for which any amount is due but unpaid. In addition to the amount due for the Service, a delinquent account will be charged with fees or charges that are incidental to any chargeback or collection of any the unpaid amount, including collection fees.

Risk of Loss. The risk of loss and title for any items you purchase via the Service pass to you upon delivery of the item to the carrier.

Ownership; Proprietary Rights. The Service is owned and operated by Ellyn Satter Institute. The visual interfaces, graphics, design, compilation, information, data, computer code (including source code or object code), content, images, products, software, services, and all other elements of the Service (“Materials”) provided by Ellyn Satter Institute are protected by intellectual property and other laws. All Materials included in the Service are the property of Ellyn Satter Institute or its third party licensors. Except as expressly authorized by Ellyn Satter Institute, you may not make use of the Materials. Ellyn Satter Institute reserves all rights to the Materials not granted expressly in these Terms.

Third Party Terms

Third Party Services and Linked Websites. Ellyn Satter Institute may provide tools through the Service that enable you to export information, including User Content, to third party services, including through features that allow you to link your account on Ellyn Satter Institute with an account on the third party service, such as Instagram, LinkedIn or Facebook, or through our implementation of third party buttons (such as “like” or “share” buttons). By using one of these tools, you agree that Ellyn Satter Institute may transfer that information, including User Content, to the applicable third party service. Third party services are not under Ellyn Satter Institute’s control, and Ellyn Satter Institute is not responsible for any third party service’s use of your exported information. The Service may also contain links, or otherwise direct users to third party websites. Third party websites are not under Ellyn Satter Institute’s control, and Ellyn Satter

Institute is not responsible for their content. When you access any third party website or service, you do so at your own risk.

Third Party Software. The Service may include or incorporate third party software components that are generally available free of charge under licenses granting recipients broad rights to copy, modify, and distribute those components ("Third Party Components"). Although the Service is provided to you subject to these Terms, nothing in these Terms prevents, restricts, or is intended to prevent or restrict you from obtaining Third Party Components under the applicable third party licenses or to limit your use of Third Party Components under those third party licenses.

User Content

User Content Generally. Certain features of the Service may permit users to upload content to the Service, including, reviews, text, and other types of works ("User Content") and to publish User Content on the Service. You retain any copyright and other proprietary rights that you may hold in the User Content that you post to the Service.

Limited License Grant to Ellyn Satter Institute. By providing User Content to or via the Service, you grant Ellyn Satter Institute a worldwide, non-exclusive, royalty-free, fully paid right and license (with the right to sublicense) to host, store, transfer, display, perform, reproduce, modify for the purpose of formatting for display, and distribute your User Content, in whole or in part, in any media formats and through any media channels now known or hereafter developed.

Limited License Grant to Other Users. By providing User Content to or via the Service, you grant other users of the Service a non-exclusive license to access and use that User Content as permitted by these Terms and the functionality of the Service.

User Content Representations and Warranties. Ellyn Satter Institute disclaims any and all liability in connection with User Content. You are solely responsible for your User Content and the consequences of providing User Content via the Service. By providing User Content via the Service, you affirm, represent, and warrant that: you are the creator and owner of the User Content, or have the necessary licenses, rights, consents, and permissions to authorize Ellyn Satter Institute and users of the Service to use and distribute your User Content as necessary to exercise the licenses granted by you in this Section, in the manner contemplated by Ellyn Satter Institute, the Service, and these Terms; your User Content, and the use of your User Content as contemplated by these Terms, does not and will not: (a) infringe, violate, or misappropriate any third party right, including any copyright, trademark, patent, trade secret, moral right, privacy right, right of publicity, or any other intellectual property or proprietary right; (b) slander, defame, libel, or invade the right of privacy, publicity or other property rights of any other person; or (c) cause Ellyn Satter Institute to violate any law or regulation; and your User Content could not be

deemed by a reasonable person to be objectionable, profane, indecent, pornographic, harassing, threatening, embarrassing, hateful, or otherwise inappropriate.

User Content Disclaimer. We are under no obligation to edit or control User Content that you or other users post or publish, and will not be in any way responsible or liable for User Content. Ellyn Satter Institute may, however, at any time and without prior notice, screen, remove, edit, or block any User Content that in our sole judgment violates these Terms or is otherwise objectionable. You understand that when using the Service you may be exposed to User Content from a variety of sources and acknowledge that User Content may be inaccurate, offensive, indecent, or objectionable. You agree to waive, and do waive, any legal or equitable right or remedy you have or may have against Ellyn Satter Institute with respect to User Content. If notified by a user or content owner that User Content allegedly does not conform to these Terms, we may investigate the allegation and determine in our sole discretion whether to remove the User Content, which we reserve the right to do at any time and without notice. For clarity, Ellyn Satter Institute does not permit copyright-infringing activities on the Service.

Monitoring Content. Ellyn Satter Institute does not control and does not have any obligation to monitor User Content or the use of the Service by its users. You acknowledge and agree that Ellyn Satter Institute reserves the right to, and may from time to time, monitor any and all information transmitted or received through the Service for operational and other purposes. If at any time Ellyn Satter Institute chooses to monitor the content, Ellyn Satter Institute still assumes no responsibility or liability for content or any loss or damage incurred as a result of the use of content. During monitoring, information may be examined, recorded, copied, and used in accordance with the Ellyn Satter Institute Website Privacy Policy.

Digital Millennium Copyright Act

DMCA Notification. We comply with the provisions of the Digital Millennium Copyright Act applicable to Internet service providers (17 U.S.C. §512, as amended). If you have an intellectual property rights-related complaint about material posted on the Service, you may contact our Designated Agent at the following address: Ellyn Satter Institute; ATTN: DMCA; 100 Wilburn Rd, Suite 100, Sun Prairie, Wisconsin 53590; Email: esi@ellynsatterinstitute.org. Any notice alleging that materials hosted by or distributed through the Service infringe intellectual property rights must include the following information: an electronic or physical signature of the person authorized to act on behalf of the owner of the copyright or other right being infringed; a description of the copyrighted work or other intellectual property that you claim has been infringed; a description of the material that you claim is infringing and where it is located on the Service; your address, telephone number, and email address; a statement by you that you have a good faith belief that the use of the materials on the Service of which you are complaining is not authorized by the copyright owner, its agent, or the law; and a statement by you that the above information in your notice is accurate and that, under penalty of perjury, you are the copyright or intellectual property owner or authorized to act on the copyright or intellectual property owner's behalf.

Repeat Infringers. Ellyn Satter Institute will promptly terminate the accounts of users that are determined by Ellyn Satter Institute to be repeat infringers.

Prohibited Conduct. BY USING THE SERVICE YOU AGREE NOT TO: use the Service for any illegal purpose or in violation of any local, state, national, or international law; violate, or encourage others to violate, any right of a third party, including by infringing or misappropriating any third party intellectual property right; interfere with security-related features of the Service, including by: (i) disabling or circumventing features that prevent or limit use or copying of any content; or (ii) reverse engineering or otherwise attempting to discover the source code of any portion of the Service except to the extent that the activity is expressly permitted by applicable law; interfere with the operation of the Service or any user's enjoyment of the Service, including by: (i) modifying or altering the Service; (ii) uploading or otherwise disseminating any virus, adware, spyware, worm, or other malicious code; (iii) making any unsolicited offer or advertisement to another user of the Service; (iv) collecting personal information about another user or third party without consent; or (v) interfering with or disrupting any network, equipment, or server connected to or used to provide the Service; perform any fraudulent activity, including impersonating any person or entity, claiming a false affiliation, accessing any other Service account without permission, or falsifying your age or date of birth; sell or otherwise transfer the access granted under these Terms, any Materials (as defined in Section 7), or any right or ability to view, access, or use any Materials except as expressly set forth in these Terms; or attempt to do any of the acts described in this Section 9 or assist or permit any person in engaging in any of the acts described in this Section 9.

Modification of these Terms. We reserve the right to change these Terms on a going- forward basis at any time. Please check these Terms periodically for changes. If a change to these Terms modifies your rights or obligations, you may be required to accept the modified Terms in order to continue to use the Service. Otherwise, modifications are effective upon publication. Your continued use of the Service after receiving notice, including via the Site, of modifications to these Terms constitutes acceptance of the modified Terms. Except as expressly permitted in this Section 12, these Terms may be amended only by a written agreement signed by authorized representatives of the parties to these Terms. Disputes arising under these Terms will be resolved in accordance with the version of these Terms that was in effect at the time the dispute arose.

Term, Termination and Modification of the Service Term. These Terms are effective beginning when you accept the Terms or first access or use the Service, and ending when terminated as described below.

Termination. If you violate any provision of these Terms, your authorization to access the Service and these Terms automatically terminate. In addition, Ellyn Satter Institute may, at its sole discretion, terminate these Terms or your account on the Service, or suspend or

terminate your access to the Service, at any time for any reason or no reason, with or without notice. You may terminate your account and these Terms at any time by contacting customer service at esi@ellynsatterinstitute.org. Effect of Termination. Upon termination of these Terms: (a) your access rights will terminate and you must immediately cease all use of the Service; (b) you will no longer be authorized to access your account or the Service; (c) you must pay Ellyn Satter Institute any unpaid amount that was due prior to termination; and (d) all payment obligations accrued prior to termination and Sections 4, 3, 14, 15, 16, 17 and 18 will survive.

Modification of the Service. Ellyn Satter Institute reserves the right to modify or discontinue the Service at any time (including by limiting or discontinuing certain features of the Service), temporarily or permanently, without notice to you. Ellyn Satter Institute will have no liability for any change to the Service or any suspension or termination of your access to or use of the Service. Indemnity. You are responsible for your use of the Service, and you will defend and indemnify Ellyn Satter Institute and its officers, directors, employees, volunteers, consultants, affiliates, subsidiaries and agents (together, the “Ellyn Satter Institute Entities”) from and against every claim brought by a third party, and any related liability, damage, loss, and expense, including reasonable attorneys’ fees and costs, arising out of or connected with: (a) your use of, or misuse of, the Service; (b) your violation of any portion of these Terms, any representation, warranty, or agreement referenced in these Terms, or any applicable law or regulation; (c) your violation of any third party right, including any intellectual property right or publicity, confidentiality, other property, or privacy right; or (d) any dispute or issue between you and any third party. We reserve the right, at our own expense, to assume the exclusive defense and control of any matter otherwise subject to indemnification by you (without limiting your indemnification obligations with respect to that matter), and in that case, you agree to cooperate with our defense of those claims.

Disclaimers; No Warranties

THE SERVICE AND ALL MATERIALS AND CONTENT AVAILABLE THROUGH THE SERVICE ARE PROVIDED “AS IS” AND ON AN “AS AVAILABLE” BASIS. ELLYN SATTER INSTITUTE DISCLAIMS ALL WARRANTIES OF ANY KIND, WHETHER EXPRESS OR IMPLIED, RELATING TO THE SERVICE AND ALL MATERIALS, PRODUCTS AND CONTENT AVAILABLE THROUGH THE SERVICE, INCLUDING: (A) ANY IMPLIED WARRANTY OF MERCHANTABILITY, FITNESS FOR A PARTICULAR

PURPOSE, TITLE, QUIET ENJOYMENT, OR NON-INFRINGEMENT; AND (B) ANY WARRANTY ARISING OUT OF COURSE OF DEALING, USAGE, OR TRADE. ELLYN SATTER INSTITUTE DOES NOT WARRANT THAT THE SERVICE OR ANY PORTION OF THE SERVICE, OR ANY MATERIALS OR CONTENT OFFERED THROUGH THE SERVICE, WILL BE UNINTERRUPTED, SECURE, OR FREE OF ERRORS, VIRUSES, OR OTHER HARMFUL COMPONENTS, AND ELLYN SATTER INSTITUTE DOES NOT WARRANT THAT ANY OF THOSE ISSUES WILL BE CORRECTED.

NO ADVICE OR INFORMATION, WHETHER ORAL OR WRITTEN, OBTAINED BY YOU FROM THE SERVICE OR ELLYN SATTER INSTITUTE ENTITIES OR ANY MATERIALS OR CONTENT AVAILABLE THROUGH THE SERVICE WILL CREATE ANY WARRANTY REGARDING ANY OF THE ELLYN SATTER INSTITUTE ENTITIES OR THE SERVICE THAT IS NOT EXPRESSLY STATED IN THESE TERMS. WE ARE NOT RESPONSIBLE FOR ANY DAMAGE THAT MAY RESULT FROM THE SERVICE AND YOUR DEALING WITH ANY OTHER SERVICE USER. YOU UNDERSTAND AND AGREE THAT YOU USE ANY PORTION OF THE SERVICE AT YOUR OWN DISCRETION AND RISK, AND THAT WE ARE NOT RESPONSIBLE FOR ANY DAMAGE TO YOUR PROPERTY (INCLUDING YOUR COMPUTER SYSTEM OR MOBILE DEVICE USED IN CONNECTION WITH THE SERVICE) OR ANY LOSS OF DATA, INCLUDING USER CONTENT.

HOWEVER, ELLYN SATTER INSTITUTE DOES NOT DISCLAIM ANY WARRANTY OR OTHER RIGHT THAT ELLYN SATTER INSTITUTE IS PROHIBITED FROM DISCLAIMING UNDER APPLICABLE LAW.

Limitation of Liability

TO THE FULLEST EXTENT PERMITTED BY LAW, IN NO EVENT WILL THE ELLYN SATTER INSTITUTE ENTITIES BE LIABLE TO YOU FOR ANY INDIRECT, INCIDENTAL, SPECIAL, CONSEQUENTIAL OR PUNITIVE DAMAGES (INCLUDING DAMAGES FOR LOSS OF PROFITS, GOODWILL, OR ANY OTHER INTANGIBLE LOSS) ARISING OUT OF OR RELATING TO YOUR ACCESS TO OR USE OF, OR YOUR INABILITY TO ACCESS OR USE, THE SERVICE OR ANY MATERIALS OR CONTENT ON OR AVAILABLE THROUGH THE SERVICE, WHETHER BASED ON WARRANTY, CONTRACT, TORT (INCLUDING NEGLIGENCE), STATUTE, OR ANY OTHER LEGAL THEORY, AND WHETHER OR NOT ANY ELLYN SATTER INSTITUTE ENTITY HAS BEEN INFORMED OF THE POSSIBILITY OF SUCH DAMAGE.

EXCEPT AS PROVIDED IN SECTION 17.4(iii) AND TO THE FULLEST EXTENT PERMITTED BY LAW, THE AGGREGATE LIABILITY OF THE ELLYN SATTER INSTITUTE ENTITIES TO YOU FOR ALL CLAIMS ARISING OUT OF OR RELATING TO THE USE OF OR ANY INABILITY TO USE ANY PORTION OF THE SERVICE OR OTHERWISE UNDER THESE TERMS, WHETHER IN CONTRACT, TORT, OR OTHERWISE, IS LIMITED TO THE GREATER OF: (A) THE AMOUNT YOU HAVE PAID TO ELLYN SATTER INSTITUTE FOR ACCESS TO AND USE OF THE SERVICE IN THE 12 MONTHS PRIOR TO THE EVENT OR CIRCUMSTANCE GIVING RISE TO CLAIM; OR (B) \$100.

EACH PROVISION OF THESE TERMS THAT PROVIDES FOR A LIMITATION OF LIABILITY, DISCLAIMER OF WARRANTIES, OR EXCLUSION OF DAMAGES IS INTENDED TO AND DOES ALLOCATE THE RISKS BETWEEN THE PARTIES UNDER THESE TERMS. THIS ALLOCATION IS AN ESSENTIAL ELEMENT OF THE BASIS OF THE BARGAIN BETWEEN THE PARTIES. EACH OF THESE PROVISIONS IS SEVERABLE AND INDEPENDENT OF

ALL OTHER PROVISIONS OF THESE TERMS. THE LIMITATIONS IN THIS SECTION 16 WILL APPLY EVEN IF ANY LIMITED REMEDY FAILS OF ITS ESSENTIAL PURPOSE.

Dispute Resolution and Arbitration

Generally. In the interest of resolving disputes between you and Ellyn Satter Institute in the most expedient and cost effective manner, and except as described in Section 2, you and Ellyn Satter Institute agree that every dispute arising in connection with these Terms will be resolved by binding arbitration. Arbitration is less formal than a lawsuit in court. Arbitration uses a neutral arbitrator instead of a judge or jury, may allow for more limited discovery than in court, and can be subject to very limited review by courts. Arbitrators can award the same damages and relief that a court can award. This agreement to arbitrate disputes includes all claims arising out of or relating to any aspect of these Terms, whether based in contract, tort, statute, fraud, misrepresentation, or any other legal theory, and regardless of whether a claim arises during or after the termination of these Terms.

YOU UNDERSTAND AND AGREE THAT, BY ENTERING INTO THESE TERMS, YOU AND ELLYN SATTER INSTITUTE ARE EACH WAIVING THE RIGHT TO A TRIAL BY JURY OR TO PARTICIPATE IN A CLASS ACTION.

Exceptions. Despite the provisions of Section 1, nothing in these Terms will be deemed to waive, preclude, or otherwise limit the right of either party to: (a) bring an individual action in small claims court; (b) pursue an enforcement action through the applicable federal, state, or local agency if that action is available; (c) seek injunctive relief in a court of law in aid of arbitration; or (d) to file suit in a court of law to address an intellectual property infringement claim.

Arbitrator. Any arbitration between you and Ellyn Satter Institute will be settled under the Federal Arbitration Act and administered by the American Arbitration Association (“AAA”) under its Consumer Arbitration Rules (collectively, “AAA Rules”) as modified by these Terms. The AAA Rules and filing forms are available online at adr.org, by calling the AAA at 1-800-778-7879, or by contacting Ellyn Satter Institute. The arbitrator has exclusive authority to resolve any dispute relating to the interpretation, applicability, or enforceability of this binding arbitration agreement.

Notice of Arbitration; Process. A party who intends to seek arbitration must first send a written notice of the dispute to the other party by certified U.S. Mail or by Federal Express (signature required) or, only if that other party has not provided a current physical address, then by electronic mail (“Notice of Arbitration”). Ellyn Satter Institute’s address for Notice of Arbitration is: Ellyn Satter Institute, 100 Wilburn Rd, Suite 100, Sun Prairie, Wisconsin, 53590. The Notice of Arbitration must: (a) describe the nature and basis of the claim or dispute; and (b) set forth the specific relief sought (“Demand”). The parties will make good faith efforts to resolve the claim directly, but if the parties do not reach an agreement to do so within 30 days after the Notice of Arbitration is received, you or Ellyn Satter Institute may commence an arbitration

proceeding. During the arbitration, the amount of any settlement offer made by you or Ellyn Satter Institute must not be disclosed to the arbitrator until after the arbitrator makes a final decision and award, if any. If the dispute is finally resolved through arbitration in your favor, Ellyn Satter Institute will pay you the highest of the following: (i) the amount awarded by the arbitrator, if any; (ii) the last written settlement amount offered by Ellyn Satter Institute in settlement of the dispute prior to the arbitrator's award; or (iii) \$10,000.

Fees. If you commence arbitration in accordance with these Terms, Ellyn Satter Institute will reimburse you for your payment of the filing fee, unless your claim is for more than \$10,000, in which case the payment of any fees will be decided by the AAA Rules. Any arbitration hearing will take place at a location to be agreed upon in Dane County, Wisconsin, but if the claim is for \$10,000 or less, you may choose whether the arbitration will be conducted: (a) solely on the basis of documents submitted to the arbitrator; (b) through a non-appearance based telephone hearing; or (c) by an in-person hearing as established by the AAA Rules in the county (or parish) of your billing address. If the arbitrator finds that either the substance of your claim or the relief sought in the Demand is frivolous or brought for an improper purpose (as measured by the standards set forth in Federal Rule of Civil Procedure 11(b)), then the payment of all fees will be governed by the AAA Rules. In that case, you agree to reimburse Ellyn Satter Institute for all monies previously disbursed by it that are otherwise your obligation to pay under the AAA Rules. Regardless of the manner in which the arbitration is conducted, the arbitrator must issue a reasoned written decision sufficient to explain the essential findings and conclusions on which the decision and award, if any, are based. The arbitrator may make rulings and resolve disputes as to the payment and reimbursement of fees or expenses at any time during the proceeding and upon request from either party made within 14 days of the arbitrator's ruling on the merits.

No Class Actions. YOU AND ELLYN SATTER INSTITUTE AGREE THAT EACH MAY BRING CLAIMS AGAINST THE OTHER ONLY IN YOUR OR ITS INDIVIDUAL CAPACITY AND NOT AS A PLAINTIFF OR CLASS MEMBER IN ANY PURPORTED CLASS OR REPRESENTATIVE PROCEEDING. Further, unless both you and Ellyn Satter Institute agree otherwise, the arbitrator may not consolidate more than one person's claims, and may not otherwise preside over any form of a representative or class proceeding.

Modifications to this Arbitration Provision. If Ellyn Satter Institute makes any future change to this arbitration provision, other than a change to Ellyn Satter Institute's address for Notice of Arbitration, you may reject the change by sending us written notice within 30 days of the change to Ellyn Satter Institute's address for Notice of Arbitration, in which case your account with Ellyn Satter Institute will be immediately terminated and this arbitration provision, as in effect immediately prior to the changes you rejected will survive.

Enforceability. If Section 6 is found to be unenforceable or if the entirety of this Section 17 is found to be unenforceable, then the entirety of this Section 17 will be null and void and, in that

case, the parties agree that the exclusive jurisdiction and venue described in Section 18.1 will govern any action arising out of or related to these Terms.

General Terms. These Terms, together with the Ellyn Satter Institute Website Privacy Policy and any other agreements expressly incorporated by reference into these Terms, are the entire and exclusive understanding and agreement between you and Ellyn Satter Institute regarding your use of the Service. You may not assign or transfer these Terms or your rights under these Terms, in whole or in part, by operation of law or otherwise, without our prior written consent. We may assign these Terms at any time without notice or consent. The failure to require performance of any provision will not affect our right to require performance at any other time after that, nor will a waiver by us of any breach or default of these Terms, or any provision of these Terms, be a waiver of any subsequent breach or default or a waiver of the provision itself. Use of section headers in these Terms is for convenience only and will not have any impact on the interpretation of any provision. Throughout these Terms the use of the word “including” means “including but not limited to”. If any part of these Terms is held to be invalid or unenforceable, the unenforceable part will be given effect to the greatest extent possible, and the remaining parts will remain in full force and effect. Governing Law. These Terms are governed by the laws of the State of Wisconsin without regard to conflict of law principles. You and Ellyn Satter Institute submit to the personal and exclusive jurisdiction of the state courts and federal courts located within Dane County, Wisconsin for resolution of any lawsuit or court proceeding permitted under these Terms. We operate the Service from our offices in Wisconsin, and we make no representation that Materials included in the Service are appropriate or available for use in other locations.

Privacy Policy. Please read the Ellyn Satter Institute Website Privacy Policy below carefully for information relating to our collection, use, storage, disclosure of the personal information you provide while accessing and using the Service. The Ellyn Satter Institute Website Privacy Policy is incorporated by this reference into, and made a part of, these Terms.

Additional Terms. Your use of the Service is subject to all additional terms, policies, rules, or guidelines applicable to the Service or certain features of the Service that we may post on or link to from the Service (the “Additional Terms”). All Additional Terms are incorporated by this reference into, and made a part of, these Terms.

Consent to Electronic Communications. By using the Service, you consent to receiving certain electronic communications from us as further described in the Ellyn Satter Institute Website Privacy Policy. Please read the Ellyn Satter Institute Website Privacy Policy to learn more about our electronic communications practices. You agree that any notices, agreements, disclosures, or other communications that we send to you electronically will satisfy any legal communication requirements, including that those communications be in writing.

Contact Information. The Service is offered by Elyn Satter Institute, located at 100 Wilburn Rd, Suite 100, Sun Prairie, Wisconsin 53590. You may contact us by sending correspondence to that address or by emailing us at support@elynsatterinsittue.org. Notice to California Residents. If you are a California resident, under California Civil Code Section 1789.3, you may contact the Complaint Assistance Unit of the Division of Consumer Services of the California Department of Consumer Affairs in writing at 1625 N. Market Blvd., Suite S-202, Sacramento, California 95834, or by telephone at (800) 952-5210 in order to resolve a complaint regarding the Service or to receive further information regarding use of the Service.

No Support. We are under no obligation to provide support for the Service. In instances where we may offer support, the support will be subject to published policies.

International Use. The Service is intended for visitors located within the United States. We make no representation that the Service is appropriate or available for use outside of the United States. Access to the Service from countries or territories or by individuals where such access is illegal is prohibited.

Elyn Satter Institute Privacy Policy

Effective 7/20/2025

This Privacy Policy ("Policy") describes the manner in which Elyn Satter Institute ("Elyn Satter Institute", "we," "us," or "our") and our website at esiinstitute.wpengine.com (the "Site"), as well as all related websites, networks, applications, and other services provided by us and on which a link to this Policy is displayed (collectively, together with the Site, our "Service") use and collect data from individuals. This Policy, which is incorporated into and is subject to the Elyn Satter Institute Terms of Service, describes the information that we gather from you on the Service, how we use and disclose such information, and the steps we take to protect such information.

Any information provided by you or collected by us, in connection with our provision of any coaching or mentoring services to you, will be governed by a separate privacy policy that you will be required to agree to prior to receiving such services.

Information We Collect on the Service:

User-provided Information. When you use the Service, we may collect information about you, including your name, email address, mailing address, mobile phone number, your date of birth, geographic area, or preferences and we may link this information with other information about you. You may provide us with information in various ways on the Service. For example, you provide us with information when you register for an account, use the Service, make a purchase on the Service, or send us customer service-related requests.

Cookies and Automatically Collected Information. When you use the Service, we may send one or more cookies – small text files containing a string of alphanumeric characters – to your device. We may use both session cookies and persistent cookies. A session cookie disappears after you close your browser. A persistent cookie remains after you close your browser and may be used by your browser on subsequent visits to the Service. Please review your web browser “Help” file to learn the proper way to modify your cookie settings. Please note that if you delete, or choose not to accept cookies from the Service, you may not be able to utilize the features of the Service to their fullest potential. We may use third party cookies on our Service as well. For instance, we use Google Analytics to collect and process certain analytics data. Google provides some additional privacy options described at google.com/policies/privacy/partners/ regarding Google Analytics cookies. Ellyn Satter Institute does not process or respond to web browsers’ “do not track” signals or other similar transmissions that indicate a request to disable online tracking of users who visit our Site or who use our Service.

We may also automatically record certain information from your device by using various types of technology, including “clear gifs” or “web beacons.” This automatically collected information may include your IP address or other device address or ID, web browser and/or device type, the web pages or sites that you visit just before or just after you use the Service, the pages or other content you view or otherwise interact with on the Service, and the dates and times that you visit, access, or use the Service. We also may use these technologies to collect information regarding your interaction with email messages, such as whether you opened, clicked on, or forwarded a message. This information is gathered from all users, and may be connected with other information about you.

Location Information. We may obtain information about your physical location, such as by use of GPS and other geolocation features in your device, or by inference from other information we collect (for example, your IP address indicates the general geographic region from which you are connecting to the Internet).

Third Party Web Beacons and Third Party Buttons. We may display third-party content on the Service, including third-party advertising. Third-party content may use cookies, web beacons, or other mechanisms for obtaining data in connection with your viewing of the third party content on the Service. Additionally, we may implement third party buttons (such as Facebook “like” or “share” buttons) that may function as web beacons even when you do not interact with the button. Information collected through third-party web beacons and buttons is collected directly by these third parties, not by Ellyn Satter Institute. Information collected by a third party in this manner is subject to that third party’s own data collection, use, and disclosure policies. Information from Other Sources. We may obtain information from third parties and sources other than the Service, such as our partners and advertisers.

How We Use the Information We Collect. We use information we collect on the Service in a variety of ways in providing the Service and operating our business, including the following:

We use the information that we collect on the Service to operate, maintain, enhance and provide all features of the Service, to provide services and information that you request, to respond to comments and questions and otherwise to provide support to users, and to process and deliver entries and rewards in connection with promotions that may be offered from time to time on the Service.

We use the information that we collect on the Service to understand and analyze the usage trends and preferences of our users, to improve the Service, and to develop new products, services, features, and functionality.

We may use your email address or other information we collect to contact you for administrative purposes such as customer service or to send communications, including updates on promotions and events, relating to products and services offered by us and by third parties.

We may use cookies and automatically collected information to: (i) personalize our Service, such as remembering information about you so that you will not have to re- enter it during your visit or the next time you visit the Service; (ii) provide customized advertisements, content, and information; (iii) monitor and analyze the effectiveness of the Service and third-party marketing activities; (iv) monitor aggregate site usage metrics such as total number of visitors and pages viewed; and (v) track your entries, submissions, and status in any promotions or other activities on the Service.

When We Disclose Information

Except as described in this Policy, we will not disclose information about you that we collect on the Service to third parties without your consent. We may disclose information to third parties if you consent to us doing so, as well as in the following circumstances:

Any information that you voluntarily choose to include in a publicly accessible area of the Service will be available to anyone who has access to that content, including other users. We work with third party service providers to provide website, application development, hosting, maintenance, payment processing and other services for us, including PayPal, Authorize.Net, CDGCommerce, and Quickbooks. These third parties may have access to or process information about you as part of providing those services for us. Generally, we limit the information provided to these service providers to that which is reasonably necessary for them to perform their functions, and we require them to agree to maintain the confidentiality of such information.

We may disclose information about you if required to do so by law or in the good-faith belief that such action is necessary to comply with state and federal laws, in response to a court order, judicial or other government subpoena or warrant, or to otherwise cooperate with law enforcement or other governmental agencies.

We also reserve the right to disclose information about you that we believe, in good faith, is appropriate or necessary to: (i) take precautions against liability; (ii) protect ourselves or others from fraudulent, abusive, or unlawful uses or activity; (iii) investigate and defend ourselves against any third-party claims or allegations; (iv) protect the security or integrity of the Service and any facilities or equipment used to make the Service available; or (v) protect our property or other legal rights (including, but not limited to, enforcement of our agreements), or the rights, property, or safety of others. Information about our users may be disclosed and otherwise transferred to an acquirer, successor, or assignee as part of any merger, acquisition, debt financing, sale of assets, or similar transaction, or in the event of an insolvency, bankruptcy, or receivership in which information is transferred to one or more third parties as one of our business assets.

We may make certain aggregated, automatically-collected, or otherwise non-personal information available to third parties for various purposes, including: (i) compliance with various reporting obligations; (ii) for business or marketing purposes; or (iii) to assist such parties in understanding our users' interests, habits, and usage patterns for certain programs, content, services, advertisements, promotions, and/or functionality available through the Service.

Your Choices

You may, of course, decline to share certain information with us, in which case we may not be able to provide to you some of the features and functionality of the Service. You may update, correct, or delete your account information and preferences at any time by accessing your account preferences page on the Service. If you wish to access or amend any other personal information we hold about you, you may contact us at esi@ellynsatterinstitute.org. Please note that while any changes you make will be reflected in active user databases within a reasonable period of time, we may retain all information you submit for backups, archiving, prevention of fraud and abuse, analytics, satisfaction of legal obligations, or where we otherwise reasonably believe that we have a legitimate reason to do so.

If you receive commercial email from us, you may unsubscribe at any time by following the instructions contained within the email. We may allow you to view and modify settings relating to the nature and frequency of promotional communications that you receive from us in user account functionality on the Service.

Please be aware that if you opt out of receiving commercial email from us or otherwise modify the nature or frequency of promotional communications you receive from us, it may take up to ten business days for us to process your request, and you may continue receiving promotional communications from us during that period. Additionally, even after you opt out from receiving commercial messages from us, you will continue to receive administrative messages from us regarding the Service.

Third-Party Services

The Service may contain features or links to websites and services provided by third parties. Any information you provide on third-party sites or services is provided directly to the operators of such services and is subject to those operators' policies, if any, governing privacy and security, even if accessed through the Service. We are not responsible for the content or privacy and security practices and policies of third-party sites or services to which links or access are provided through the Service. We encourage you to learn about third parties' privacy and security policies before providing them with information.

Payments

If you make payments through the Service, we will ask you to provide your payment information, such as your credit card number, so our service providers can process your payments.

Children's Privacy

Protecting the privacy of young children is especially important. Our Site is a general audience site not directed to children under the age of 13, and we do not knowingly collect personal information from children under the age of 13 without obtaining parental consent.

Data Security

We use certain physical, managerial, and technical safeguards that are designed to improve the integrity and security of information that we collect and maintain. Please be aware that no security measures are perfect or impenetrable. We cannot and do not guarantee that information about you will not be accessed, viewed, disclosed, altered, or destroyed by breach of any of our physical, technical, or managerial safeguards.

International Visitors

The Service is hosted in the United States and is intended for visitors located within the United States. If you choose to use the Service from the European Union or other regions of the world with laws governing data collection and use that may differ from U.S. law, then please note that you are transferring your personal information outside of those regions to the United States for storage and processing. Also, we may transfer your data from the U.S. to other countries or regions in connection with storage and processing of data, fulfilling your requests, and operating the Service. By providing any information, including personal information, on or to the Service, you consent to such transfer, storage, and processing.

Changes and Updates to this Policy

Please revisit this page periodically to stay aware of any changes to this Policy, which we may update from time to time. If we modify this Policy, we will make it available through the Service, and indicate the date of the latest revision. In the event that the modifications materially alter your rights or obligations hereunder, we will make reasonable efforts to notify you of the change. For example, we may send a message to your email address, if we have one on file, or generate a pop-up or similar notification when you access the Service for the first time after

such material changes are made. Your continued use of the Service after the revised Policy has become effective indicates that you have read, understood and agreed to the current version of this Policy.

Your California Privacy Rights

Residents of California have the right to request a disclosure describing what types of personal information we have shared with third parties for their direct marketing purposes and with whom we have shared it, during the preceding calendar year. You may request a copy of that disclosure by contacting us at esi@ellynsatterinstitute.org.

How to Contact Us

Please contact us with any questions or comments about this Policy, information we have collected or otherwise obtained about you, our use and disclosure practices, or your consent choices by email at esi@ellynsatterinstitute.org.