

# Primal Trust™ Academy and Community (PTAC) Membership Agreement

*This Primal Trust™ Academy and Community (PTAC) Membership Agreement (“Agreement”) is entered into by Create Your Brain State LLC, a Utah Limited Liability Company, (“CYBS”, “Company”, “We”, “Ours”, “PTAC”) and the member named below (“Member”, “You”, “Yours”, “Participant) and comes into effect as of the date of acceptance by Member.*

## 1. Member Benefits

- 1.1. As of part of Membership with the Primal Trust™ community (“Membership”), you will receive the following benefits: Access to the Primal Trust™ Academy and Community and its Information, Products, Services and Website(s) (“Information”, “Products”, “Services” and “Website(s)”), such as Primal Trust™ information, teachings, products, courses, online community access, forum access, customer service access for assistance, study groups access, live online group calls access for the appropriate course level you are on, and Signal community groups access. You have immediate access to "Level 1" course and "All Levels" material. Level 1 course material is drip-released weekly over 7 weeks. Levels 2 and 3 are accessible after you fully complete the previous levels course material. This membership access is revoked upon termination of your membership or failure to pay your monthly membership fee.

## 2. Membership Dues

- 2.1. The All Access PTAC Membership cost is \$96/month or \$960 annually. Late payments or failure to pay results in membership termination.

## 3. Disclaimer: NO MEDICAL ADVICE, DIAGNOSIS, TREATMENT, OR PREVENTION

- 3.1. Even though Cathleen King, DPT, is a Licensed Physical Therapist, she is not offering Physical Therapy services through this community membership or any of its offerings, information, products and/or services. In addition, although Cathleen often has the title “Dr.” in front of her name at times, she is a doctor of physical therapy, not to be confused with a medical doctor.
- 3.2. THE COACHING, CLASS INSTRUCTION, TOOLS/PRACTICES, FORUM COMMUNICATION, EMAIL COMMUNICATION, AND ALL PRIMAL TRUST™ ACADEMY & COMMUNITY OFFERINGS ARE NOT A SUBSTITUTE FOR PROFESSIONAL MEDICAL ADVICE, DIAGNOSIS, TREATMENT, OR PREVENTION, OR FOR A PROFESSIONAL THERAPEUTIC RELATIONSHIP.
- 3.3. All Information and use of Primal Trust™ tools is for self-development and lifestyle education only and must be applied at your own risk. This is not therapy. Neither Cathleen King nor Create Your Brain State LLC is responsible for information or techniques instructed by any other contractor/teacher/mentor/forum responder/volunteer, etc in the mentorship training or community platform. All teachings, opinions and personal experiences are intended for educational purposes only and are not meant to be a substitute for medical or mental health instruction or intervention.
- 3.4. The Primal Trust™ Academy & Community Products and Services, which can consist of training, courses, coaching, mentorship, or any advised protocol, are for educational purposes only and are not intended to diagnose, treat or cure, or prevent any health condition, ailment or disease, or mental, emotional or physical trauma. Always consult a healthcare professional if you suspect you require medical or psychiatric treatment. If you believe or suspect you are experiencing an emergency, call 911 immediately. The Products or Services are not directly treating “trauma” or “mental health conditions” even though these terms might be used as common conditions resulting in a chronic stress response. You agree to use your own due diligence and judgment before applying any advice or recommendations

made in the Primal Trust™ Information throughout the Products and Services or any other person's services and instruction in the mentorship and community, and you acknowledge that you take full responsibility for your health, life, and wellbeing, as well as the health, lives, and wellbeing of any dependents.

- 3.5. Disclaimer concerning all Primal Trust™ Community contracted, employee & volunteer Mentors, Coaches, and Class guides: NO MEDICAL ADVICE, DIAGNOSIS, TREATMENT, PREVENTION: The Mentors/Coaches independent contractors, teachers or any volunteering for Create Your Brain State, LLC are NOT offering medical or mental health therapeutic services through their coaching, forum responding, or class offerings. THE FORUM DISCUSSION, MENTORING/ COACHING, CLASS INSTRUCTION AND OFFERINGS ARE NOT A SUBSTITUTE FOR PROFESSIONAL MEDICAL ADVICE, DIAGNOSIS, OR TREATMENT OR FOR A PROFESSIONAL THERAPEUTIC RELATIONSHIP. The information given is not for diagnosis or treatment of any health condition. Always consult a healthcare professional if you suspect you require medical or psychiatric treatment. If you believe or suspect you are experiencing an emergency, call 911 immediately. You agree to use your own due diligence and judgment before applying any advice or recommendations made throughout any Create Your Brain State, LLC Products and Services, and/or by associated Mentors/Coaches/Volunteers/Teachers and you acknowledge that you take full responsibility for your health, life, and wellbeing, as well as the health, lives, and wellbeing of any dependents. All teachers and volunteers are acting as your peers, sharing their opinions and insights, rather than official direction or therapy of any kind. Create Your Brain State, LLC is not responsible for any advice or information given by any Mentors/Coaches/Volunteers/Teachers as it is all educational/ peer-based opinion and sharing of information only, and guidance given by any mentor/coach/volunteer does not necessarily represent the views Dr. Cathleen King or the Create Your Brain State, LLC company.
- 3.6. This training or mentorship and any advised protocol is for educational purposes only and is not intended to be used for diagnosis or treatment of any health condition or mental, emotional, physical trauma. Always consult a healthcare professional if you suspect you require medical or psychiatric treatment. If you believe or suspect you are experiencing an emergency, call 911 immediately. You agree to use your own due diligence and judgment before applying any advice or recommendations made throughout the Products and Services or any other person's services and instruction in the mentorship and community, and also acknowledge that you take full responsibility for your health, life, and wellbeing, as well as the health, lives, and wellbeing of any dependents.
- 3.7. **Psychiatric Conditions:** If you suffer from, or suspect you suffer from, any kind of psychiatric or psychological disorder including clinical depression, you should only use the Website in consultation and supervision of their Doctor or other qualified Medical Practitioner.

#### 4. Assumption of risk

You accept and acknowledge each of the following:

- 4.1. You take full responsibility for your well-being while participating in PTAC.
- 4.2. You will not hold CYBS liable for any tangible or intangible damage or injury that might happen because of Your participation in PTAC.
- 4.3. You agree that CYBS cannot guarantee any results from the Membership. Any negative or positive results that might occur during the Membership are the result of the Member's own personal choices. You understand that an improvement in quality of life with the program or tools is generally not a linear process and there can be an ebb and flow of symptom improvement. Occasionally, participants may temporarily experience heightened symptoms. While continuing to implement the practices, participants should contact a physician or other health care provider, should they be concerned about their state of health or otherwise require medical assistance. If participants need further assistance at

any time it is encouraged that they work with a therapist or medical practitioner for guidance and support during this process.

- 4.4. You hereby waive any and all claims that You have or may have in the future against CYBS and Cathleen King from any and all liability for any loss, damage, expense or injury that You might suffer, as a result of Your participation in PTAC or any related matter, due to any cause whatsoever including negligence, breach of contract, or breach of any statutory or other duty of care on the part of CYBS or Cathleen King, and further including the failure on the part of CYBS or Cathleen King to take reasonable steps to safeguard or protect You from the risks, dangers and hazards of participating in PTAC.
- 4.5. You understand that this Agreement is a legal document in which You are waiving Your rights to pursue CYBS or Cathleen King for compensation in the event of any loss in connection with Your participation in PTAC, that by executing this Agreement You assumes all risks of participation in PTAC including the risk of negligence on behalf of CYBS or Cathleen King and that You are not relying on any representations or warranties, other than those, if any, provided in this Agreement, made by the CYBS or Cathleen King in connection with PTAC.

## **5. Community Participation Policy**

- 5.1. All those participating in Primal Trust™ Community Teachings/Classes are asked to respect the confidentiality of all members. All participants are also requested to refrain from gossip or negativity towards each other and are asked to be respectful. Please keep appropriate boundaries and communications between one another. Your Membership access may be discontinued if you violate basic principles of our forum and class participation guidelines, confidentiality and respect. This community is intended to hold a consciousness of compassionate acceptance of each other's process and is meant to be a respectful space for personal growth experiences.

## **6. Primal Trust™ Academy and Community (PTAC) Study Group Terms and Conditions**

- 6.1. **Acknowledgment of Study Group Terms and Conditions:** By participating in PTAC study groups, members agree to uphold these Study Group Terms and Conditions as well as all provisions of the Membership Agreement. Members are expected to foster a respectful and constructive learning environment in line with PTAC principles. Non-compliance with any of these terms may result in disciplinary action, including removal from study groups or termination of membership, in accordance with PTAC policies.
- 6.2. Primal Trust™ Academy and Community (PTAC) study and connection groups are an integral part of the Primal Trust™ membership platform and are offered as a benefit to active, paying members. They exist to provide a safe and supportive space for members to discuss Primal Trust™ material, and they contain both copyrighted material and intellectual property belonging to Primal Trust™. When you join a PTAC group, you agree to abide by the PTAC study and connection group policies.
- 6.3. Once a member cancels or pauses their membership, they are no longer able to participate in any Primal Trust™ study and connection groups. Study groups are part of the Primal Trust™ Community and as such only available to current paying members of the Primal Trust™.
- 6.4. **Membership Platform Group Exclusivity and Cross-Platform Communication:** Study groups must be created, approved by PTAC, and hosted exclusively within Simplero, the authorized PTAC platform. Members are prohibited from creating or joining study groups on third-party platforms (e.g., WhatsApp, Facebook, Signal, Telegram, etc.), as PTAC does not support these channels.
- 6.5. PTAC requests that prior to beginning a study group meetup, the members who are co-facilitating the meetup state the following: "I am not a Primal Trust™ teacher, nor an expert in this field. I am simply

volunteering my own thoughts, ideas, and experience as a peer. I do not directly represent Primal Trust™ or Dr. Cathleen King.”

- 6.6. Everything shared in the group should be kept confidential. The sessions will NOT be recorded so you can feel free to express yourself and know that what you say stays in the group. This group should be a safe, non-judgmental zone. If you feel uncomfortable about something another person said or did, please remember that others are moving through their own challenges. Please have compassion for them as well as for yourself. If a member is consistently disruptive to study group meetings, please contact [admin@primaltrust.org](mailto:admin@primaltrust.org) for assistance.
- 6.7. To ensure a supportive environment for all members, we encourage (but do not require) everyone to turn their video on during group meetings, as it helps all members feel more comfortable by seeing friendly faces and allowing everyone to co-regulate more easily. Make sure your name shows on the Zoom screen the way you want to be addressed.
- 6.8. The study group chat thread should be used for discussion of study group related topics. It can also be used for sharing successes and positive updates, helping each other with technical difficulties.
- 6.9. Any program-related questions should be asked on the forum or directed to [admin@primaltrust.org](mailto:admin@primaltrust.org). While it may be tempting to post these types of questions in your study group, keep in mind that your study group members are at the same level in the program as you are, and may not yet be knowledgeable enough to offer helpful advice.
- 6.10. Please do not discuss symptoms, diagnoses, or seek emotional support from the members within our PTAC study groups. The primary focus of study groups will be on regulating your nervous system, shifting from “fix-it” to “create” brain state so we can choose differently and rewire neural pathways. The goal of some of the tools is to become consciously aware of challenges so we will speak about them, but in the context of choosing differently, not focusing more on these issues.
- 6.11. Please limit your study group discussions to Primal Trust™ materials and teachings only. While it may be tempting to use similar resources from other programs and modalities, such as handouts, videos, presentations, etc., we don’t always know if those materials are copyrighted, and it can create a legal liability.
- 6.12. Do not share outside links, tools, resources within our PTAC study and connection groups.
- 6.13. Remember that our study groups are peer co-facilitated and all group members, like you, are in the process of life-long transformation, also going through ebbs and flows of this process. Consider that you may want to contribute to the group activities, in whatever way might be helpful. Please remember that Primal Trust™ does not have dedicated study group leaders and that members should be sure to co-facilitate their study groups. Thank you for your cooperation in making this a safe, educational and supportive environment for everyone!
- 6.14. Members can choose to meet as a study group to practice together the tools learned within the Primal Trust™ Academy courses. Meetups should be focused on course material and should adhere to the following guidelines:
  - 6.14.1. Please come prepared to participate when you meet with your study group, having reviewed the material or completed any relevant homework. If you’re not able to prepare, you are still welcome to participate. We also encourage sharing your successes and insights from doing your homework on the Forum, which is helpful to others. Forum moderators, mentors and members often respond with beneficial comments.
  - 6.14.2. Refrain from excessive meetups: PTAC recommends that you meet no more than once or twice per week as a way to help avoid codependency and unhealthy patterns.

- 6.14.3. In addition to reviewing Primal Trust™ material, homework, modules and lessons, discussing personal victories, and building community and friendship, we suggest groups focus on practices such as breathing (box breathing, alternate nostril breathing, voo breathing, etc.), functional eye exercises, grounding practices like orienting, gentle stretching and somatics, mood-elevating activities like gratitude journaling together, coloring to a nice song in the background, dancing, singing, and generally engaging in helpful nervous system exercises.
- 6.14.4. For the safety of the nervous system in the retraining process, practices like kundalini are not allowed.
- 6.14.5. Excessive meetups go against recommendation for best, long-term self-regulation potential; healthy meetup frequency helps reduce codependency and obsessive-compulsive tendencies within group dynamics.
- 6.14.6. Should a study group have a question about which types of activities and practices are allowable, meetup frequency, etc. please contact [admin@primaltrust.org](mailto:admin@primaltrust.org).
- 6.15. Group Leadership: PTAC study groups shall be organized in a peer-led or co-led manner, with the intention of fostering a healthy attachment style among participants. A single-leader structure is discouraged to ensure equitable participation. Members are prohibited from assuming leadership roles without explicit authorization.
- 6.16. Optimal Brain Rewiring Safeguard: To prevent potential dysregulated brain entrainment, guided practices must be shared within a group setting. Continuous listening to a sole individual may interfere with optimal brain rewiring capacity.
- 6.17. The Principle of Moderation in Brain Rewiring Activities: All rewiring exercises should be conducted in moderation. PTAC discourages a "fix-it" approach and instead promotes alignment with one's values, moving away from continuous rewiring to prevent obsessive-compulsive tendencies and dependency on the practices.
- 6.18. Commitment to Maintain Appropriate Study Group Size: To ensure a supportive environment, PTAC study groups are limited to 30 members. Groups exceeding this size may be divided into smaller subgroups for effective communication and co-regulation.
- 6.19. Prohibition on Unauthorized Recordings: Members are prohibited from recording study group sessions without PTAC authorization. This measure ensures participant privacy and safeguards the confidentiality of shared content.
- 6.20. Confidentiality and Non-Disclosure: All members must maintain strict confidentiality regarding PTAC materials, discussions, and information shared in study groups. Disclosure of proprietary or sensitive information outside the designated study group environment is prohibited.
- 6.21. Reporting Unauthorized Groups: Members are encouraged to report any unsanctioned groups or activities that violate these guidelines. Reporting helps to preserve PTAC's integrity and protect member privileges.
- 6.22. Periodic Compliance Review: CYBS reserves the right to periodically review member activity for compliance with study group and platform policies. This review helps maintain a secure and supportive learning environment for all members.
- 6.23. Non-Private Nature of Study Groups: PTAC study groups are moderated spaces within the PTAC platform, designed to support and enhance the Primal Trust™ experience. Although CYBS respects member privacy and does not actively monitor all conversations, these groups are not private spaces and are not off-limits to PTAC staff. CYBS reserves the right to periodically review group activities to ensure compliance with PTAC guidelines and to address any safety, legal, or policy concerns.

- 6.24. Respect for PTAC’s Safe and Regulated Environment: PTAC is committed to maintaining a safe, focused, and regulated learning environment that aligns with Primal Trust™ principles. Members should refrain from discussing non-PTAC approaches or unauthorized practices within PTAC study groups, as such discussions can be dysregulating and detract from the group’s purpose.
- 6.25. Compliance with PTAC Policies: Adherence to PTAC policies is mandatory. Non-compliance may result in disciplinary actions, including loss of study group privileges or membership termination.
- 6.26. Civility and Respectful Conduct: A high standard of civility is expected in study group interactions. Any form of harassment, discrimination, or disrespectful conduct toward members or PTAC staff is strictly prohibited and may lead to termination of membership.
- 6.27. Termination of Unauthorized Groups: PTAC reserves the right to terminate any study groups or subgroups operating outside PTAC’s official channels.
- 6.28. Prohibition on Sharing Off-Platform Content and External Resources: PTAC study groups are intended exclusively for discussing and applying PTAC content. Members may not share links, promote resources, or discuss classes, groups, or practices hosted outside of the PTAC platform. Sharing external content may introduce concepts or resources that conflict with PTAC’s methodologies, potentially disrupting members’ learning and nervous system regulation.
- 6.29. Restriction on Private Messaging for Solicitation or Unauthorized Content: Private messaging within the PTAC platform must adhere to PTAC guidelines. Members are prohibited from using private messages to solicit other members, promote external groups, or distribute unauthorized content, including off-platform resources.
- 6.30. Monitoring of CYBS Study and Connection Groups: All CYBS study and connection groups are monitored by CYBS administrators to maintain a supportive environment conducive to nervous system regulation. CYBS administrators actively observe group interactions to identify and address any behavior that violates the terms of this Agreement, including but not limited to unauthorized mentoring, solicitation, or the creation of unofficial groups outside the CYBS platform."If a member breaches their membership agreement, their membership will be terminated. We hold a firm boundary around this for the protection of all members. Please ensure you are abiding by the PTAC membership agreement to avoid having your membership terminated.
- 6.31. Dr. Cathleen King’s materials and work are copyrighted; materials are not to be shared with anyone outside of Primal Trust™ Academy and Community.
- 6.32. Please never share Primal Trust™ class Zoom link and password in your study group.
- 6.33. Strict Prohibition of Unauthorized Mentoring, Group Creation, and Hosting Outside the Official PTAC Platform: Personal mentoring, creation of support groups, and rewiring practice hosting for PTAC members outside the PTAC platform without authorization is strictly prohibited.
- 6.34. Unauthorized use of PTAC materials, including redistribution or explanation of PTAC practices in any form without explicit permission from Dr. Cathleen King, is strictly prohibited and may result in legal action.
- 6.35. Exclusive Utilization of PTAC Forum for Implementing PTAC Materials: The PTAC forum is exclusively for discussions on PTAC materials and may not serve as a recruitment or advertising space.
- 6.36. Legal Safeguarding of Primal Trust™ Intellectual Property: Primal Trust™’s intellectual property, including materials, courses, and practices, is protected by law. Unauthorized use, reproduction, or distribution of PTAC content outside the official study groups is prohibited.

- 6.37. Exclusive Restriction of Shared Streaming Content to PTAC Members Only: Streaming PTAC content within study groups is restricted to PTAC members. Sharing content with non-members is a violation of this Agreement and will result in disciplinary action.
- 6.38. Unsanctioned Subgroups: Members may only participate in groups officially recognized and organized by PTAC. Participation in any subgroup outside of PTAC's authorized platform is forbidden.
- 6.39. Non-Solicitation of PTAC Members: Members may not solicit or attempt to recruit others for unofficial groups, support, or practice gatherings outside of PTAC.

## **7. Primal Trust™ Academy and Community (PTAC) Forum Terms and Conditions**

- 7.1. Be Respectful: Treat all members with kindness, empathy, and respect. Disagreements are natural, but personal attacks, insults, or offensive language will not be tolerated. Remember, we are here to support and uplift each other.
- 7.2. Constructive Communication: Engage in constructive conversations and contribute meaningfully to discussions. Avoid spamming, trolling, or posting irrelevant content that might disrupt the flow of conversation.
- 7.3. Stay On-Topic: Keep your posts relevant to the forum's purpose. The Primal Trust™ Academy and Community focus on personal growth, self-improvement, and the development of personal well-being. If you're unsure about a topic's appropriateness, feel free to ask a moderator.
- 7.4. Confidentiality: Respect the privacy of others and do not share personal or sensitive information about fellow members or any confidential material from the Primal Trust™ Academy and Community. This includes not sharing personal experiences from the Primal Trust™ Academy and Community that others might wish to keep private.
- 7.5. No Promotional Content: The forum is not a place for self-promotion or advertising. Refrain from posting links to external websites, products, or services for commercial purposes. Posting links to outside subcommunities, groups, and platforms is not allowed.
- 7.6. Copyright and Plagiarism: When sharing content, ensure you have the right to do so, and always provide proper attribution to the original creators. Plagiarism and copyright infringement are strictly prohibited.
- 7.7. Reporting Inappropriate Content: If you come across any content that violates these guidelines or is otherwise inappropriate, report it to the moderators immediately.
- 7.8. Language and Tone: Use language that is appropriate for a professional and diverse community. Refrain from using excessive profanity or offensive language that may make others uncomfortable.
- 7.9. Moderation and Decisions: The Primal Trust™ Academy and Community moderators have the authority to enforce these guidelines and make decisions on any issues that may arise. Respect their decisions and avoid arguing with them publicly.
- 7.10. Failure to comply with these guidelines may result in a warning, temporary suspension, or permanent ban, depending on the severity of the violation. Our goal is to create a safe, supportive, and inclusive community for all members, where personal growth and emotional well-being can flourish.

## **8. Intellectual Property**

- 8.1. Members shall respect and uphold the intellectual property rights of CYBS and its associated materials. Unauthorized reproduction, distribution, or use of any CYBS content outside the confines of the designated study group setting is strictly prohibited.

- 8.2. All content produced by CYBS or Cathleen King, DPT, including but not limited to audio, video, media, and oral/written pieces is subject to full copyright protection under US law. No content may be used, copied, distributed, published, reproduced, transcribed, altered, sold, resold, or re-packaged in any way.
- 8.3. All content produced by CYBS or Cathleen King is for personal use only. It may not be used professionally.
- 8.4. All content produced by CYBS or Cathleen King is for personal use only by the individual who registered for the mentorship or community.
- 8.5. Your own recording of any of CYBS or Cathleen King's material as well as any use or replication of CYBS recorded content is strictly prohibited.
- 8.6. **Intellectual Property Infringement Notice:** Please be advised that all Primal Trust™ teachings, processes, algorithms, taglines, etc. are protected by intellectual property law, encompassing trademark and copyright. Please do not teach these processes under your own name/label unless you have written consent from Cathleen King, DPT. **Any breach of this agreement including creating content, programs, etc. using Primal Trust™ material without reference or without consent will be subject to a cease and desist warning and possible legal proceedings.** Please be respectful of the creative process and utilize this material solely for your personal development. Any use of these proprietary materials for external purposes, audience-building, or unauthorized sharing, whether or not it results in financial gain, constitutes intellectual property infringement. We have our own Primal Trust™ coaching staff and this is not a program to be taught outside of the Primal Trust™ Membership platform.

## 9. Sharing This Work With Others

- 9.1. If you wish to enable people to join this membership please use the prescribed registration link only, from primaltrust.org, so they can create their own signup. You may not share your member login credentials with anyone else. If any provision of this contract is breached, you will lose access to your membership.
- 9.2. You may not share the content from an event, which is copyrighted, in any way, on any medium.
- 9.3. If you wish to share any of Primal Trust™/Cathleen King's Facebook / Instagram posts, please attribute them as follows: @primaltrust\_official
- 9.4. If you wish to quote any words from Cathleen King, you must attribute them as follows: Cathleen King, DPT. Please attribute ownership to all other Primal Trust™ Community and Primal Trust™ practitioners/providers accordingly, when quoting or sharing.

## 10. No Refund Policy

- 10.1. This No Refunds Policy ("Policy") governs the terms and conditions regarding refunds for memberships, services, and offerings provided by Primal Trust™ www.primaltrust.org (Create Your Brain State, LLC). By becoming a member and accessing our services, you acknowledge and agree to abide by this Policy.
- 10.2. No Refunds: Primal Trust™ adheres to a strict No Refunds Policy. Any digital product purchased on Primal Trust™ www.primaltrust.org (Create Your Brain State, LLC), including the Membership (both monthly and annual), is considered a non-refundable item. No refunds will be given. Once payment is made for a membership plan or service, it is non-refundable.
- 10.3. This policy applies regardless of whether you have accessed or utilized the membership benefits or services during the membership period.

## **11. Membership Termination**

- 11.1. CYBS has a right to terminate the Member's membership and refuse any and all current or future use of the Service for any reason at any time. Such termination of the Service will result in the deactivation or deletion of your membership and termination of your access to the Services. In case of such termination by CYBS, a pro-rata refund may be issued. CYBS reserves the right to refuse service to anyone for any reason at any time.
- 11.2. The Member can terminate their membership at any point and for any reason and will not be charged for their next billing cycle. No refunds will be given.

## **12. Privacy**

- 12.1. CYBS will not share any contact or personal information about the Member with other members, non-members or any third parties.
- 12.2. Members will not share any contact or personal information about the Member with other members, non-members or any third parties.

## **13. Agreement Revisions/Modifications**

- 13.1. CYBS reserves the right to modify, amend, or update the terms of this Agreement at its discretion, in order to reflect changes to CYBS's practices, services, or legal requirements. Any such changes will be communicated to members through Website postings and will take effect on the date specified in the notice. By continuing to use CYBS's services or maintaining membership after such changes take effect, you acknowledge and agree to the updated terms of the Agreement. If you do not agree to the modified terms, you may cancel your membership according to the provisions outlined in Section 11.2.

## **14. Notices**

- 14.1. Notices to You shall be sent to the email address on file. It is Your responsibility to keep your email address current and updated. You may update your email address by emailing [admin@primaltrust.org](mailto:admin@primaltrust.org).
- 14.2. Notices to CYBS shall be sent to [admin@primaltrust.org](mailto:admin@primaltrust.org).

## **15. Governing Law**

- 15.1. This Agreement and the rights of the parties hereunder shall be governed by and construed in accordance with the laws of the state of Utah.

## **16. Interpretation, Severability**

- 16.1. Any ambiguities in this Agreement will not be strictly construed against the drafter of the language concerned but will be resolved by applying the most reasonable interpretation under the circumstances, giving full consideration to the intentions of the parties at the time of contracting. The invalidity or unenforceability of any portion of this Agreement shall not affect the remaining provisions and portions thereof.

## **17. Consent to electronic indication of agreement**

- 17.1. The parties agree that this Agreement may be accepted through electronic indication of agreement, such as by clicking to accept or otherwise electronically consenting. The parties further agree that any electronic acceptance or signature associated with this Agreement shall be treated with the same validity, enforceability, and admissibility as a handwritten signature.

## 18. **Headings**

18.1. The headings in this Agreement are inserted for convenience only and are in no way intended to describe, interpret, define, or limit the scope, extent, or intent of this Agreement or any provision hereof.