DRAFT · Effective date: November 1, 2026

Terms of Use

The terms for the Seven Primal Questions assessment, its results and the Primal Question Profile, and the licenses, workshops and certification we offer to individuals and organizations.

1. Acceptance of these Terms

These Terms of Use ("Terms") are an agreement between you and Five Dates, LLC ("we", "us" or "our"), which owns the Seven Primal Questions framework and assessment, and offers and licenses the assessment and the Primal Question Profile, and sells workshops, certification and books. Mike Foster, Primal Question Resources and Mike Foster Coaching (together, our "Related Parties") work with us to provide the Services and are covered by the disclaimers, limitation of liability and indemnification in these Terms.

These Terms govern your use of the Seven Primal Questions assessment (the "assessment"), the website and platform where it is offered (the "Site"), and the results, the Primal Question Profile, workshops, certification, books and other content and services we provide (together, the "Services").

By taking the assessment, signing in, making a purchase, signing an order form or otherwise using the Services, you agree to these Terms and to our Data Privacy and Security Policy (the "Privacy Policy"), which is incorporated into these Terms by reference. If you do not agree, do not use the Services.

If you accept these Terms on behalf of an organization, you confirm that you have authority to bind it, and "you" includes that organization.

2. Our Services

Together with our Related Parties, we provide content, courses, workshops, certifications and platforms for creating a personal and business growth strategy, including the Seven Primal Questions assessment. The Services are aimed at helping you in your relationships, personal life and work.

Some parts of the Services are free, such as taking the assessment and seeing your result. Others are paid, such as individual annual licenses (which include your Primal Question Profile), organizational licenses, workshops, certification (including Primal Question Pro ("PQ Pro") certification for independent coaches) and books. What a paid offering includes is described at checkout or in your order form.

Every license to paid content, for individuals and organizations, is an annual subscription license that renews automatically until cancelled, as described in Section 15. Paid content, including the Primal Question Profile, is not sold as a one-time, lifetime or perpetual purchase. Certification, including PQ Pro, is a one-time purchase and does not renew (Section 13).

3. Eligibility and age requirement

Our assessment and services are intended for people 13 or older. You must be at least 13 to use them. We do not knowingly collect personal data from anyone under 13. If we learn that we have collected personal data from someone under 13, we will delete it, as described in the Privacy Policy.

If you are 13 to 17 years old, or otherwise under the age of majority where you live, you may use the Services only with the consent of your parent or legal guardian. By giving consent, your parent or legal guardian agrees to these Terms on your behalf and is responsible for your use of the Services. A buyer under 18 must have the consent of a parent or legal guardian.

If you take the assessment under an organization's license, your organization is responsible for any participants under 18, including obtaining any parental consent required (Section 12).

4. Accounts and sign-in

You can take the assessment and see your result without an account. To see your result, you give us your first name, your email address and your work role. To buy and use your Primal Question Profile or other paid content, you must create an account with a password. The Privacy Policy describes exactly what we collect and why.

You sign in to your account with your email address and password. Results saved under the same verified email address are attached to your account.

You agree that the information you give us is true, accurate, current and your own, and that you will not impersonate anyone or register for someone else without their permission.

You are responsible for keeping your password and your email account secure, for not sharing your password with anyone, and for activity under your account. Tell us promptly if you know or suspect that someone has used your account without permission. We recommend that you do not use the Services on shared or public computers.

You authorize us to process the transactions you request through your account, including purchases and registrations for products and Services.

5. Electronic communications, records and privacy

By creating an account, buying anything, signing an order form or communicating with us, you consent to:

(a) receive agreements, notices, disclosures, receipts and other communications from us electronically, including by email and on the Site;

(b) our use of electronic records to store information about these Terms and your use of the Services; and

(c) electronic acceptance (such as clicking to accept or signing an order form electronically) having the same effect as a handwritten signature.

Electronic communications satisfy any legal requirement that a communication be in writing. You can unsubscribe from marketing email at any time; we will still send transactional messages such as account emails, receipts, invoices and notices about your account.

Privacy Policy

The Privacy Policy explains what personal data we collect, how we use, share, protect and delete it, and how to ask for a copy or deletion of your data. It is incorporated into these Terms by reference. If these Terms and the Privacy Policy conflict on how personal data is handled, the Privacy Policy controls.

If you are in the European Economic Area (EEA) or the United Kingdom, the Privacy Policy's section for people in the EEA and UK explains who controls your data, the lawful bases we rely on, your rights under the GDPR and the UK GDPR, and how your data is transferred to the United States. If you are a California resident, the Privacy Policy's section for California residents describes your rights under California privacy law.

We do not collect or store your full card details. Card payments are collected and handled by our third-party payment processor.

6. License to use the assessment

Subject to these Terms and to payment of any applicable fees, we grant you a limited, personal, non-exclusive, non-transferable, non-sublicensable and revocable license to use the Services, take the assessment, and view, download and print your own results and Primal Question Profile, for your own personal development or, under an organizational license, for your organization's internal development.

Organizational licenses are described in Section 12 and certification in Section 13; their scope is set by the order form. We reserve all rights not expressly granted in these Terms. Paid content is licensed only while an annual license that covers you is in effect.

7. Intellectual property

The Seven Primal Questions framework, the assessment (including its questions, answer options, scoring, result types and methods), the Primal Question Profile, dashboards, workshop and certification materials, books, and all text, graphics, designs and other content of the Services ("Content") were created by Mike Foster and are owned by Five Dates, LLC. The Content is protected by copyright, trademark and other laws.

"Seven Primal Questions", "Primal Question" and related names and logos are trademarks of Five Dates, LLC. You may not use them without our written permission, except to refer accurately to the Services, or as Section 13 allows certified coaches and facilitators to use them.

If you send us feedback or suggestions, we may use them without restriction or payment to you.

8. Your results and Primal Question Profile

Your results and your Primal Question Profile are generated from your answers using our Content. You may keep, print and share your own results and Profile for personal use, and you may choose to share them with a coach, a facilitator or your organization. You may not sell them, publish them commercially, or use them to recreate or reverse engineer the assessment.

Your answers are your own. We own the format, text and underlying Content of every Primal Question Profile, and we license your Profile to you under Section 6.

Your Primal Question Profile is built in your browser and saved to your own device; we do not keep complete copies of Profile files. Keep your own copy if you want one.

How we use the data behind your results is governed by the Privacy Policy. We may use answers and results in de-identified or aggregate form, which cannot reasonably be used to identify you, to improve the assessment and for other purposes, as described in the Privacy Policy.

9. Acceptable use and restrictions

You may use the Services only for lawful purposes and in line with all applicable laws and regulations. You agree not to, and not to help or allow anyone else to:

(a) copy, reproduce, distribute, translate, modify or create derivative works of the assessment, its questions, scoring or the Primal Question Profile, or any other Content, except your own results as allowed in Section 8;

(b) scrape, crawl or harvest the Services, or use bots, scripts or other automated means to access the Services, take the assessment or collect Content or data;

(c) decipher, decompile, disassemble or reverse engineer any software, scoring method or algorithm used to provide the Services;

(d) resell, sublicense, rent, lend or otherwise provide the Services, the assessment or the Primal Question Profile to third parties, or share access beyond the scope you paid for;

(e) use the Services or Content to build, train, benchmark or validate a competing assessment, product or service, including any software or AI model, or otherwise use them in any way that competes with us;

(f) administer the assessment to others, or deliver workshops or training based on the Seven Primal Questions framework, unless you are a coach certified under

Section 13, including through PQ Pro, a reseller we have authorized, or an organization licensed under an order form;

(g) upload, post, email or otherwise transmit content that you do not have the right to share, that infringes anyone's intellectual property or privacy rights, or that is harmful, threatening, abusive, harassing, defamatory, deceptive, fraudulent, obscene, hateful or otherwise objectionable;

(h) use the Services to collect or store personal data about other users without their express permission, or knowingly give false or inaccurate information in any account or form;

(i) send unsolicited advertising, spam, chain letters or pyramid schemes, or introduce viruses or other code that may interrupt, damage or limit the Site or interfere with other users;

(j) probe, scan or test the vulnerability of any system or network used to provide the Services, or breach, disable or circumvent any security, authentication or copy-protection measure;

(k) remove or alter any copyright, trademark or other proprietary notice; or

(l) encourage or instruct anyone else to do any of the above.

10. Not therapy or professional advice; workplace use

Not therapy, counseling, medical or psychological advice

The assessment is a tool for self-reflection and personal growth. It is not a psychological test, clinical assessment or diagnosis. The Services, including results, the Primal Question Profile, workshops, coaching and facilitation, are not therapy, counseling, or medical, psychological or psychiatric advice or treatment, and are not a substitute for care from a licensed professional. If you are in crisis or thinking about harming yourself or others, contact emergency services or a crisis line right away.

Workplace use, not employment decisions

The assessment is made for use in the workplace, and organizations are welcome to use it for team development, coaching, communication and self-awareness. It is not designed or validated as a selection or evaluation tool. You, including any organizational customer, may not use results as the basis for hiring, firing, promotion, compensation or discipline decisions, or for screening applicants or candidates, or to make decisions about anyone's eligibility for credit, insurance, housing or similar opportunities.

Organizations are solely responsible for how they use the Services and results, and for complying with employment, anti-discrimination and privacy laws. Each organization decides whether participation by its employees is voluntary or required, and is responsible for making sure its approach complies with applicable law.

11. Individual annual licenses

You can buy an individual annual license on the Site. It gives you access to your Primal Question Profile and other paid content for as long as the license is in effect. The price, what is included and any applicable taxes are shown at checkout, in U.S. dollars, before you pay.

If you are under 18, you may buy an individual annual license or other paid content only with the consent of your parent or legal guardian.

An individual license is an annual subscription. It renews automatically each year until you cancel, as described in the automatic renewal terms in Section 15. By buying a license, you authorize us and our payment processor to charge the payment method you use at checkout for the first year and for each renewal until you cancel.

Payments are processed by a third-party payment processor on its own checkout page, under its own terms and privacy policy. We receive a payment reference, the amount and the payment status, not your full card details.

When your payment succeeds, the paid content is attached to the account for the email address used at checkout, and you can open it after signing in. Access to paid content lasts only while your account is active. Your account stays active only while it is covered by a paid license that is in effect, either your own or your organization's. When the license ends, access to paid content ends, as described in Section 17.

If a payment is refunded, reversed or disputed, we may remove access to the related paid content.

12. Organizational and business customers

Order forms govern

Organizations buy annual licenses, workshops, certification, books and related services under an order form, quote, proposal or statement of work that both parties accept (an "order form"). Each order form incorporates these Terms. If an order form conflicts with these Terms, the order form takes precedence for that order. A separate written agreement signed by both parties takes precedence over both.

Terms in an organization's purchase order, vendor portal or similar document do not apply, even if we accept or sign it, unless we expressly agree to them in writing.

License scope and headcount

An annual organizational license lets the organization's employees take the assessment and use the Primal Question Profile and tools included in the order form, for the organization's internal development, for each one-year term in the order form. The license covers only the organization's own employees. Contractors, consultants, affiliates, parent companies and subsidiaries are not covered and need their own license, unless the order form expressly includes them. Fees are set by headcount tier as stated in the order form. The tier is set by employee count at signing and resets at each renewal to the count on that date. New hires may be assessed

during the term at no added cost while the organization stays within its headcount tier. If the organization's employee count moves into a higher tier during the term, it must tell us within 30 days, and we will invoice the difference between the two tiers, prorated from the date the higher tier was reached to the end of the current term.

Access may not be extended to people outside the organization's workforce, such as clients or the organization's own customers, unless the order form allows it.

The organization is responsible for any participants under 18, including obtaining any parental consent required.

Data processing

When an organization licenses the Services for its people, it decides why and how its participants' personal data is used, and we process that data on its behalf as its processor or service provider. Our Data Processing Addendum, available on request, applies to that processing, including where the GDPR, the UK GDPR or California privacy law applies.

Administrators, coaches and access to results

The organization names one or more administrators to manage participants and use the admin tools. Administrators can see the individual results of the participants who take the assessment under the organization's license, as well as the class and team views and leadership composite included in the license. Administrators see only their own organization's participants. Results taken outside an organization's license are never visible to that organization's administrators. Participants are told before they take the assessment that their organization's administrators can see their individual results, as described in the Privacy Policy.

The organization is responsible for its use of participants' results, which must follow these Terms, including Section 10 (results may not be the basis for hiring, firing, promotion, compensation or discipline decisions); for telling participants who in the organization can see their results, for obtaining any consent the law requires, for keeping admin access secure, and for the conduct of its administrators and participants.

Workshops and books

Workshops, in person or virtual, are scheduled and priced as stated in the order form. In-person workshops are billed with travel expenses as set out in the order form. Unless the order form says otherwise: you may reschedule a workshop once at no charge with at least 30 days' written notice before the scheduled date. If you reschedule or cancel with less than 30 days' notice, 50% of the workshop fee is due. If you reschedule or cancel within 14 days of the scheduled date, the full workshop fee is due. In every case, you will be billed for any non-refundable travel already booked. If we or Mike Foster must cancel a workshop, we will offer to reschedule at no cost or refund the workshop fee you paid.

Books are optional, sold in full cases only, and billed with shipping, as stated in the order form.

13. Certified coaches and facilitators

We certify coaches and an organization's internal facilitators to debrief results and deliver Seven Primal Questions sessions ("certification"). Certification is bought under an order form; fees are per person, with a minimum number of people, as stated in the order form.

Certification is personal to the certified individual and may not be transferred. It does not expire and does not need to be renewed. It stays with the individual if they leave the organization that paid for it, or if that organization's license ends. To deliver sessions to an organization's people, that organization must hold an active license, and certified individuals must use our current materials without changes. We may suspend or revoke certification as described below. Independent coaches, meaning coaches who are not certified through an organizational license, are certified through PQ Pro. PQ Pro is a one-time certification and does not renew.

Coach referral program

Coaches in our referral program receive a referral link. When someone takes the assessment through that link, the coach can see that person in the coach's list (first name, email address, result and date). The coach sees the person's full results only if the person chooses to share them.

Coach and facilitator obligations

Certified coaches and facilitators must keep results confidential and use them only to support the people they work with; follow these Terms, the Privacy Policy and applicable law; not export, sell or use results for marketing without the person's consent; not change the materials or framework or create derivative assessments; and use our trademarks only as we allow.

Coaches and facilitators are independent. They are not our employees or agents, and we are not responsible for their advice or services. We may suspend or revoke certification or referral access if a coach or facilitator breaches these Terms; they must then stop using the certification, materials and trademarks.

14. Fees, invoicing, payment and taxes

Fees

You agree to pay all fees and charges incurred through your account or under your order form, together with applicable taxes ("Fees"). Unless otherwise specified, all Fees are quoted and charged in U.S. dollars. Prices for individual annual licenses are shown at checkout. Prices for organizational offerings are those in the order form or quote. Discounts, such as for paying for two annual terms up front, apply only as stated in the order form. Paying in advance does not change the license term, which stays annual.

Invoicing and payment

Unless the order form says otherwise, we invoice annual license fees in advance at the start of each term, and workshops, certification, books, shipping and travel as stated in the order form. Invoices are due net 30 days from the invoice date.

Payments above the amount set in the order form must be made by ACH bank transfer, and card payments are accepted up to that amount. We do not offer monthly billing; any other installment schedule must be set out in the order form.

Overdue amounts accrue a late charge of 1.5% per month, or the highest rate the law allows if that is lower, from the due date until paid. If an amount is overdue by more than 45 days after its due date, we may suspend access after giving notice, until it is paid.

Taxes

Fees do not include taxes. You are responsible for all sales, use, value-added, withholding and similar taxes on your purchases, other than taxes on our net income. Where we must collect tax, it is shown at checkout or on the invoice. Tax-exempt organizations must give us a valid exemption certificate before invoicing.

Billing problems and price changes

You must notify us of any billing problem or discrepancy within thirty (30) days after it first appears on your statement or invoice; otherwise, to the extent the law allows, you waive any right to challenge or dispute it. You must pay any undisputed portion on time.

We may change our prices for future purchases and renewals. For an organizational license, we will give at least 90 days' written notice of a price change before the renewal date. For an individual annual license, we will email you notice of a price change at least 30 days before it takes effect at your next renewal, as described in Section 15.

15. Renewal and cancellation

AUTOMATIC RENEWAL

All paid licenses renew automatically until you cancel. Individual licenses renew every year. Organizational licenses renew for another one-year term.

Individual annual licenses. Your subscription renews each year on the anniversary of the date it started, and we charge the payment method you used at checkout. The renewal price is our then-current price for that subscription, plus applicable taxes. If the price will change, we will email you at least 30 days before the new price takes effect at your next renewal, and you can cancel before then to avoid it. We will also email you a reminder at least 30 days before each annual renewal, stating the renewal date, the price and how to cancel. You can cancel at any time online in your account settings, without needing to call or email us. You can also cancel by emailing us at hello@primalquestion.com.

Organizational licenses. Renewal Fees are based on the headcount tier on the renewal date and our then-current pricing, unless the order form says otherwise. We will give at least 90 days' written notice of any price change before the renewal date, as described in Section 14, and renewal Fees are invoiced and paid as described in Section 14 and your order form. We will send a renewal reminder to the organization's contact at least 60 days before the end of the current term. To stop a renewal, give written notice of non-renewal by email to hello@primalquestion.com at least 30 days before the end of the current term or, if you bought online, cancel through your account settings.

What cancelling does. Cancelling stops the next renewal. You keep access until the end of the term you have paid for, and Fees already paid for the current term are not refunded, except as described in Section 16.

We may also choose not to renew a license by giving notice of non-renewal at least 30 days before the end of the current term.

Unless the order form says otherwise, an organizational license cannot be cancelled for convenience during a term, and Fees for the current term remain due.

16. Refunds

Except where the law requires otherwise or we agree in writing, all purchases are final and non-refundable. This includes individual annual license fees, including renewals and unused time, organizational license fees (including unused time or unused headcount), workshop fees except as provided in Section 12 for workshops we cancel or as provided in Section 24 when you terminate for our uncured breach, certification fees and books. You are responsible for full payment whether or not you or your participants complete the assessment, attend a workshop or finish certification.

If we choose to issue a refund, or a payment is reversed or disputed, access to the related paid content ends. Nothing in this section limits any rights you have under consumer protection law.

17. When access ends

Access to paid content and licensed features ends when a license term ends without renewal, when an order form or these Terms are terminated, when a payment is refunded, reversed or disputed, or when we suspend or terminate access under Section 24.

When an organizational license ends, administrators, participants, coaches and facilitators lose access to the organization's tools, results views and other content provided under that license. When an organization's license ends, participants lose access to their results and Primal Question Profile through the platform. Participants may reclaim their own results by starting an individual license within 12 months after their organization's license ends. Results stay subject to the retention schedule in the Privacy Policy.

An organization may ask for an export of its data within 30 days after the license ends. After that, data is kept and deleted as described in the Privacy Policy.

18. Third-party services and links

The Services rely on third-party services, including a payment processor and email delivery, as described in the Privacy Policy. Your use of those services may be subject to their own terms.

We may also provide links to third-party websites or resources. We are not responsible or liable for their availability or accuracy, or for the content, products or services on or available from them. You must look solely to the third party for the content, products or services it provides. Unless otherwise stated, we do not endorse them.

19. Your security

You are responsible for the security of your own devices, email account and internet connection, including anti-virus protection, and for keeping your own copies of your Primal Question Profile and any other data you want to keep.

We will not be liable for any loss or damage caused by a distributed denial-of-service attack, viruses or other technologically harmful material that may infect your equipment, programs or data because of your use of the Site, your downloading of any material from it, or any third-party website linked to it.

20. Errors and inaccuracies

Information on the Site, including pricing, may contain typographical or other errors or inaccuracies, and may not be complete or current. We reserve the right to correct errors, inaccuracies or omissions and to change or update information at any time without prior notice. If a product is offered at an incorrect price, we may cancel the order and refund any amount paid. We do not guarantee that every error will be corrected.

21. No guarantee of outcomes; disclaimers

WE MAKE NO GUARANTEES OF SUCCESS FROM USING THE SITE, SERVICES OR CONTENT. We make no warranties about attaining any particular result for anyone using the Site, Services or Content. You agree that there are no guarantees as to any specific outcome or result, including better relationships, personal growth, team performance, or increased revenue or income.

TO THE FULLEST EXTENT THE LAW ALLOWS, THE SERVICES AND CONTENT ARE PROVIDED "AS IS" AND "AS AVAILABLE", WITHOUT WARRANTIES OF ANY KIND, WHETHER EXPRESS OR IMPLIED, INCLUDING WARRANTIES OF MERCHANTABILITY, FITNESS FOR A PARTICULAR PURPOSE, ACCURACY AND NON-INFRINGEMENT. WE DO NOT WARRANT THAT THE SERVICES WILL BE UNINTERRUPTED, ERROR-FREE OR SECURE.

22. Limitation of liability

You are responsible for the actions you take while using the Site and the Services, and you use them, and act on any results, at your own risk.

TO THE FULLEST EXTENT THE LAW ALLOWS, FIVE DATES, LLC, OUR RELATED PARTIES, AND OUR AND THEIR DIRECTORS, OFFICERS, EMPLOYEES, CONTRACTORS, AGENTS AND REPRESENTATIVES, WILL NOT BE LIABLE FOR ANY INDIRECT, INCIDENTAL, SPECIAL, CONSEQUENTIAL, EXEMPLARY OR PUNITIVE DAMAGES, OR FOR LOST PROFITS, REVENUE, DATA OR GOODWILL, ARISING FROM OR RELATED TO THE SERVICES OR THESE TERMS.

OUR TOTAL LIABILITY FOR ALL CLAIMS RELATED TO THE SERVICES OR THESE TERMS WILL NOT EXCEED THE GREATER OF (A) THE AMOUNT YOU PAID US FOR THE SERVICES IN THE 12 MONTHS BEFORE THE CLAIM AROSE AND (B) FORTY-NINE U.S. DOLLARS (US $49).

23. Indemnification

You will indemnify, defend and hold harmless us, our Related Parties, our licensors and affiliates, and our and their respective directors, officers, employees, contractors, agents and representatives, from and against all claims, causes of action, demands, liabilities, losses, costs and expenses (including reasonable attorneys' fees) arising out of or relating to:

(a) your access to or use of the Services, the Site or the Content;

(b) your violation of these Terms or any applicable law;

(c) any activity under your account by you or anyone else, including negligent or wrongful conduct;

(d) your violation of any third-party right, including any intellectual property, publicity, confidentiality, property or privacy right; or

(e) for organizations, coaches and facilitators, your use of participants' results, including any use of results as the basis for a hiring, firing, promotion, compensation or discipline decision.

We may, at our own expense, assume the exclusive defense and control of any matter otherwise subject to indemnification by you, and you will cooperate with us in asserting any available defenses.

24. Suspension and termination

We may suspend or end your access to all or part of the Services, with or without notice, if you breach these Terms or an order form, if payment is overdue, if we must do so by law, or if your use creates a security, legal or reputational risk to us or to others.

You may stop using the Services at any time, and ask us to delete your data as described in the Privacy Policy. Either party may terminate an order form if the other materially breaches it and does not cure the breach within 30 days after written

notice. If an organization terminates an order form because we materially breached it and did not cure the breach within that period, we will refund the prepaid fees for the unused portion of the term.

Sections that by their nature should survive termination will survive, including those on intellectual property, restrictions, fees owed, disclaimers, limitation of liability, indemnification, governing law and dispute resolution.

25. Changes to these Terms

We may update these Terms from time to time. When we do, we will post the updated Terms with a new effective date. If changes are material, we will let you know at least 30 days before they take effect, such as by email or a notice on the Site. Continuing to use the Services after changes take effect means you accept them.

Changes do not apply to an organization's current order form term unless the organization agrees or the law requires it; they apply from the next renewal.

These Terms are effective as of November 1, 2026.

26. Governing law and venue

These Terms are governed by the laws of the State of California, without regard to its conflict-of-laws rules. Except for disputes resolved by arbitration under Section 27, the state and federal courts located in San Diego County, California, have exclusive jurisdiction over any dispute arising out of or relating to these Terms, and you and Five Dates, LLC consent to personal jurisdiction there.

If you are a consumer who lives in the EEA, the United Kingdom or another country whose laws give you mandatory protections, the choice of California law does not take away those protections, and nothing in this section or Section 27 limits any right you have under those laws to bring proceedings in the courts where you live.

27. Dispute resolution

ARBITRATION NOTICE

Please read this section carefully. It requires you and us to resolve most disputes through binding arbitration instead of in court.

Informal resolution first

Before starting arbitration or any permitted court action, the party raising a dispute must send the other a written notice describing the dispute and the relief requested. Notices to us must be sent by email to hello@primalquestion.com. Both parties will then try in good faith to resolve the dispute for 60 days after the notice is received.

Binding arbitration

If the dispute is not resolved within those 60 days, either party may start binding arbitration administered by the American Arbitration Association ("AAA"). Arbitration is conducted under the AAA's Consumer Arbitration Rules for individual users, and under its Commercial Arbitration Rules for organizational licensees. A single arbitrator will decide the dispute. The arbitration will be held in San Diego County, California, or by video if the parties agree. The arbitrator's decision is final and binding, and judgment on it may be entered in any court with jurisdiction.

The Federal Arbitration Act governs this section.

Exceptions

Either party may bring an individual claim in small-claims court if the claim qualifies. Either party may also ask the courts in San Diego County described in Section 26 for injunctive or other equitable relief to protect intellectual property or confidential information.

Class-action waiver

You and we may bring claims against each other only in an individual capacity, and not as a plaintiff or class member in any class, collective, consolidated or representative proceeding. The arbitrator may not consolidate the claims of more than one person and may award relief only in favor of the individual party seeking it, and only to the extent needed to provide relief on that party's individual claim. In arbitration there is no judge or jury.

Consumers outside the United States

If you are a consumer who lives in the EEA or the United Kingdom, this section, including the class-action waiver, applies only to the extent the mandatory laws of your country of residence allow. Nothing in these Terms limits mandatory consumer rights in your country of residence, including any right to bring a claim in your local courts or to use an approved out-of-court dispute resolution body.

If part of this section is unenforceable

If a court decides that the class-action waiver is unenforceable for a particular claim or request for relief, then that claim or request, and only that one, will be removed from arbitration and decided by the state or federal courts in San Diego County, California, described in Section 26. All other claims will still be arbitrated. Any request for public injunctive relief, where the law gives you that right, will likewise be decided by those courts and not by the arbitrator. Court proceedings on any removed claim or request will be paused until the arbitration of the individual claims is complete. If this Section 27 is found unenforceable in its entirety, disputes will be decided by those courts. Nothing in this section limits any right you have under California law that cannot be waived.

28. General terms

These Terms, the Privacy Policy and any order form are the entire agreement between you and us about the Services and replace any earlier agreements on the same subject, including our earlier terms and conditions. If any part of these Terms is found unenforceable, the rest remains in effect. Nothing in these Terms limits mandatory consumer rights in your country of residence. Our failure to enforce a provision is not a waiver. You may not assign these Terms without our written consent;

we may assign them in connection with a merger, sale or reorganization. Neither party is liable for delays caused by events beyond its reasonable control, other than payment obligations.

29. Contact

Questions about these Terms, legal notices, and notices of non-renewal or cancellation must be sent by email to hello@primalquestion.com.

Requests about your personal data are handled as described in the Privacy Policy.

Notice to California residents

Under California Civil Code Section 1789.3, California users are entitled to the following consumer rights notice. The Services are provided by Five Dates, LLC, which can be reached by email at hello@primalquestion.com. Charges for paid Services are shown at checkout or in your order form, as described in Section 14. To resolve a complaint about the Services or to get more information about using them, contact us at that email address. You may also contact the Complaint Assistance Unit of the Division of Consumer Services of the California Department of Consumer Affairs in writing at 1625 North Market Blvd., Suite N 112, Sacramento, CA 95834, or by telephone at (800) 952-5210.