

# Terms of Service

## **Empowerium LLC**

Effective Date: September 11, 2026

Last Updated: September 11, 2026

These Terms of Service ("Terms") govern your access to and use of the website empower-ium.com (the "Site") and any curriculum, program materials, or related services provided by Empowerium LLC ("Empowerium," "we," "us," or "our") (collectively, the "Services"). By accessing or using the Site or Services, you agree to be bound by these Terms. If you do not agree, do not use the Site or Services.

## 1. Eligibility

By using the Site or Services, you represent that you are at least 18 years of age or are accessing the Site on behalf of an organization, facility, or institution with authority to do so. If you are accessing or purchasing materials on behalf of a facility or organization, you represent that you have the authority to bind that organization to these Terms.

## 2. Intellectual Property

All curriculum content, workbooks, guides, questionnaires, branding, logos, text, graphics, and other materials made available through the Site or Services (collectively, the "Materials") are the property of Empowerium LLC and are protected by copyright, trademark, and other intellectual property laws. Except as expressly permitted under a separate license or purchase agreement, you may not reproduce, distribute, modify, publicly display, create derivative works from, or otherwise exploit the Materials without our prior written consent.

Purchase of Materials grants a limited, non-exclusive, non-transferable license to use the Materials solely for their intended programmatic purpose (e.g., facilitation of the purchased curriculum with program participants), and does not transfer ownership of any intellectual property rights.

## 3. Permitted Use

You agree to use the Site and Services only for lawful purposes and in accordance with these Terms. You agree not to:

- Reproduce, resell, sublicense, or distribute Materials outside the scope of your license or purchase agreement

- Use the Materials to create a competing product or curriculum
- Remove or alter any copyright, trademark, or proprietary notices from the Materials
- Use the Site in any way that could damage, disable, or impair its functionality, or interfere with any other party's use of the Site

## 4. Purchases and Payment

Prices for Materials and Services are as listed on the Site at the time of purchase and are subject to change without notice. Payment is due at the time of purchase unless otherwise agreed in writing. All sales are final unless otherwise stated in a specific refund policy provided at the time of purchase.

## 5. Program Participation and Data Submission

Facilities and organizations using Empowerium curriculum agree to responsibly administer program materials, including collection and submission of program evaluation questionnaires as outlined in the applicable Facilitator Guide. Graduation essays and personal reflections are reviewed by facility facilitators as a certificate requirement and are retained at the facility level; they are not submitted to or collected by Empowerium LLC. Facilities are responsible for informing their program participants about what materials will be submitted to Empowerium LLC and obtaining any consent required under applicable law or institutional policy.

## 6. No Guarantee of Outcomes

While Empowerium curriculum is designed to support personal development, rehabilitation, and reentry outcomes, we make no guarantee of specific individual results, employment outcomes, recidivism reduction, or program completion rates. Materials are provided for educational and developmental purposes and are not a substitute for professional legal, medical, psychological, or financial advice.

## 7. Disclaimer of Warranties

The Site and Services are provided on an "as is" and "as available" basis, without warranties of any kind, whether express or implied, including but not limited to warranties of merchantability, fitness for a particular purpose, or non-infringement. We do not warrant that the Site will be uninterrupted, error-free, or secure.

## 8. Limitation of Liability

To the fullest extent permitted by law, Empowerium LLC shall not be liable for any indirect, incidental, special, consequential, or punitive damages, or any loss of profits, revenue, data, or goodwill, arising from or related to your use of the Site or Services, even if advised of the possibility of such damages. Our total liability for any claim arising from these Terms or the Services shall not exceed the amount paid by you for the applicable Materials or Services in the twelve (12) months preceding the claim.

## 9. Indemnification

You agree to indemnify and hold harmless Empowerium LLC, its officers, and representatives from any claims, damages, liabilities, or expenses (including reasonable attorneys' fees) arising from your violation of these Terms, misuse of the Materials, or violation of any law or third-party right.

## 10. Termination

We reserve the right to suspend or terminate your access to the Site or Services at our discretion, including for violation of these Terms, without prior notice.

## 11. Governing Law

These Terms are governed by the laws of the State of [Insert State], without regard to conflict of law principles. Any disputes arising under these Terms shall be resolved in the courts located in [Insert State/County].

## 12. Changes to These Terms

We may modify these Terms at any time. The "Last Updated" date above will reflect the most recent revision. Continued use of the Site or Services after changes constitutes acceptance of the updated Terms.

## 13. Contact Us

If you have questions about these Terms, contact us at:

**Empowerium LLC**

Email: [programs@empower-ium.com](mailto:programs@empower-ium.com)

Website: [empower-ium.com](http://empower-ium.com)