

Terms of Use, License, and Disclaimer

Workplace Violence Prevention Plan Materials and Related Deliverables

These Terms of Use (the “Terms”) govern the materials identified below and are entered into between Kestralis Group LLC, a Wisconsin limited liability company (“Provider,” “we,” “us,” or “our”), and the individual or organization that downloads, receives, purchases, accesses, or uses the materials (“you,” the “User,” or the “Organization”). These Terms are effective upon your receipt of the Materials. Last updated: July 2, 2026.

PLEASE READ CAREFULLY: Section 14 requires that disputes be resolved by mandatory binding arbitration on an individual basis, and includes a class action waiver and a jury trial waiver.

1. Acceptance of These Terms

By downloading, accessing, adopting, adapting, distributing internally, or otherwise using the Materials, you acknowledge that you have read, understood, and agree to be bound by these Terms. If you are accepting on behalf of an organization, you represent that you have authority to bind that organization. If you do not agree, do not access or use the Materials.

2. The Materials

“Materials” means the written Workplace Violence Prevention Plan template and its appendices, the training presentation, the training video inclusive of narration and script, the standalone forms and logs, and any related documents, tools, guidance, or updates provided by Provider, in whole or in part, whether delivered as files or through any other medium, including the Kestralis customer portal.

3. License and Permitted Use

Subject to these Terms and your payment of the applicable fees, Provider grants the Organization a limited, non-exclusive, non-transferable, revocable license to use and adapt the Materials solely for the Organization’s own internal workplace violence prevention program, at the number of locations included with the product tier you purchased.

You may not resell, sublicense, redistribute, publish, or otherwise make the Materials available to any third party, or use them to provide services to others, without Provider’s prior written consent. This restriction includes providing the Materials, adapted or not, to clients, franchisees, affiliates, or portfolio companies that have not purchased their own license. Provider retains all right, title, and interest in the Materials, including all intellectual property rights.

4. Fees, Refunds, and Effect of Refund

Fees are as stated at the time of purchase. All amounts are in U.S. dollars.

Starter and Plus purchases may be refunded in full within 30 days of purchase, on request to the contact in Section 16.

Complete and Concierge engagements may be refunded within 60 days of purchase on a pro-rated basis reflecting the services already scheduled or delivered (for example, completed sessions, assessments, and custom work).

Upon issuance of a refund, the license in Section 3 terminates immediately. You must stop using the Materials and delete or destroy all copies in your possession, except that records your organization has already executed as part of its own compliance program (for example, signed acknowledgment forms and completed logs) may be retained as required by applicable law.

5. Support Services

Where the product tier you purchased includes support (for example, an email support window, setup calls, check-ins, or live sessions), that support is as described on the applicable product page at the time of purchase and is subject to these Terms. Support is provided for the Organization's internal use of the Materials; it is not legal advice and does not transfer any of your compliance responsibilities to Provider.

6. General Guidance, Not Legal or Professional Advice

The Materials are provided as general information and a starting point only. They are not legal, safety, security, medical, human-resources, or other professional advice, and no attorney-client, consultant-client, or other professional relationship is created by your use of them. Laws, regulations, standards, and best practices vary by jurisdiction and change over time. You are solely responsible for confirming and meeting all requirements that apply to you, including California Labor Code section 6401.9 (Senate Bill 553), Cal/OSHA requirements, and any other applicable federal, state, or local law. You should have qualified legal and safety advisors review the Materials and your completed program before you adopt or rely on them.

7. Professional Judgment Is Required to Apply the Materials

A workplace violence prevention program is only as sound as the assessment behind it and the controls selected to address the risks it identifies. The Materials do not perform that work for you. Core elements, including hazard and security risk assessment, behavioral threat assessment, selection and engineering of physical and administrative controls, training design and delivery, incident investigation, and recordkeeping, call for competent and qualified application to your specific operations, facilities, workforce, and risk profile.

Applying the Materials without the necessary qualifications carries real consequences. An incomplete or unqualified hazard assessment, mis-scoped or inconsistent risk ratings, or improperly selected, engineered, or maintained controls can produce a program that appears complete on paper yet fails in practice, leaving hazards unidentified or unaddressed.

IMPORTANT. The existence of a written plan does not, by itself, establish an adequate, effective, or legally defensible program. Gaps that trace back to unqualified assessment or negligent control selection or implementation can contribute to preventable harm and may expose the Organization to regulatory citations, enforcement action, and civil liability, in addition to the underlying risk to the safety of its people.

8. Your Representation and Warranty of Qualification

By adopting the plan or implementing any part of it, you represent and warrant that:

(a) the individuals implementing the plan are appropriately qualified, trained, and competent to implement it and every one of its sub-elements, including those listed in Section 7, or that you will engage appropriately qualified professionals to perform or supervise those elements;

(b) you have independently evaluated the suitability of the Materials for your operations and assume responsibility for their correct and complete implementation; and

(c) you will keep your program current as your operations, hazards, workforce, and applicable law change.

You are solely responsible for these determinations. Provider does not assess your qualifications and does not certify, approve, or accept responsibility for your implementation.

9. Assumption of Risk

You knowingly and voluntarily assume all risk arising from your access to, adaptation of, and implementation of the Materials, including all decisions about assessments, risk ratings, controls, training, and response. You are responsible for the outcomes of those decisions.

10. No Warranty

The Materials are provided “as is” and “as available,” without warranties of any kind, whether express, implied, or statutory, including any implied warranties of merchantability, fitness for a particular purpose, accuracy, completeness, non-infringement, or that use of the Materials will achieve compliance with any law or standard or prevent any incident, injury, or act of violence. No advice or information obtained from Provider creates any warranty not expressly stated here.

11. Limitation of Liability

To the maximum extent permitted by law, Provider and its owners, employees, and agents will not be liable for any indirect, incidental, special, consequential, exemplary, or punitive damages, or for any loss of profits, business, goodwill, or data, arising out of or relating to the Materials or their use, even if advised of the possibility of such damages. To the maximum extent permitted by law, Provider’s total aggregate liability arising out of or relating to the Materials, the Services, or these Terms — regardless of the theory of liability, whether contract, tort, negligence, strict liability, or otherwise — will not exceed the amount you actually paid to Provider for the package giving rise to the claim. If you paid nothing, Provider’s total aggregate liability will not exceed one hundred U.S. dollars (\$100).

The limitations in this section apply even if any limited remedy fails of its essential purpose, and they survive termination of these Terms.

12. Indemnification

You agree to defend, indemnify, and hold harmless Provider and its owners, employees, and agents from and against any claims, liabilities, damages, losses, and expenses, including reasonable legal fees, arising out of or related to your use, adaptation, or implementation of the Materials, your program, or your breach of these Terms.

13. Professional Support Is Available

Because sound application of the Materials depends on qualified expertise, and because many organizations do not maintain that expertise in-house, Provider offers professional subject-matter support to help you implement a program that is appropriate, effective, and defensible.

PROFESSIONAL SUPPORT. Available services include: workplace violence hazard and holistic security risk assessment; behavioral threat assessment support; workplace violence incident investigations; plan customization and independent review; control design and validation; training design and delivery; and audit-readiness and program review. If your organization would benefit from qualified assistance with any element of the plan, contact Kestralis Group to discuss a scope that fits your needs.

14. Mandatory Arbitration; Class Action and Jury Trial Waivers

READ THIS SECTION CAREFULLY. It requires the parties to arbitrate disputes individually, and it limits the manner in which you can seek relief. By accepting these Terms, you waive the right to a trial by jury and the right to participate in a class action.

Agreement to arbitrate. Any dispute, claim, or controversy arising out of or relating to these Terms, the Materials, or any services provided by Provider — including their existence, breach, termination, enforcement, interpretation, or validity — will be resolved by final and binding arbitration administered by the American Arbitration Association (AAA) under its Commercial Arbitration Rules, before a single arbitrator. The arbitration will be seated in the county of Provider's principal place of business in Wisconsin; hearings may be conducted by videoconference or, for claims under \$25,000, on the documents alone, at either party's request. This agreement to arbitrate is governed by the Federal Arbitration Act. Judgment on the award may be entered in any court of competent jurisdiction.

Class action waiver. All disputes must be brought in the parties' individual capacities. Neither party may participate in a class, collective, consolidated, or representative action, and the arbitrator may not consolidate the claims of more than one party or preside over any form of class or representative proceeding. If this class action waiver is found unenforceable as to a particular claim, that claim — and only that claim — must proceed in court, with the remainder staying in arbitration.

Jury trial waiver. To the extent any dispute proceeds in court rather than arbitration, each party knowingly and voluntarily waives, to the fullest extent permitted by law, any right to a trial by jury.

Exceptions. Either party may (a) bring an individual claim in small claims court, and (b) seek temporary injunctive or other equitable relief in a court of competent jurisdiction to protect its intellectual property or confidential information pending arbitration. For any such court proceeding, the state and federal courts located in Wisconsin, with venue in the county of Provider's principal place of business, have exclusive jurisdiction, and each party consents to personal jurisdiction and venue there and waives any objection based on inconvenient forum.

Fees. AAA filing, administrative, and arbitrator fees are allocated per the applicable AAA rules; each party otherwise bears its own attorneys' fees and costs unless the arbitrator awards them under applicable law.

15. General Provisions

Governing law. These Terms are governed by the laws of the State of Wisconsin, without regard to conflict-of-laws rules, except that the arbitration agreement in Section 14 is governed by the Federal Arbitration Act.

Assignment. You may not assign or transfer these Terms or the license they grant, by operation of law or otherwise, without Provider's prior written consent. Provider may assign these Terms in connection with a merger, acquisition, or sale of assets.

Changes. Provider may update these Terms or the Materials at any time. The version in effect at the time of your purchase governs that purchase; continued use of updated Materials constitutes acceptance of the Terms accompanying the update.

Severability. If any provision is held unenforceable, the remaining provisions remain in full force and effect.

No waiver. Provider's failure to enforce any provision is not a waiver of its right to do so later.

Entire agreement. These Terms are the entire agreement between you and Provider regarding the Materials and supersede any prior understanding on that subject, except for any separate signed agreement between the parties, which controls to the extent of any conflict.

16. Contact

Questions about these Terms or the Materials, including refund requests, may be directed to mark.hope@kestralisgroup.com.

Kestralis Group LLC — kestralisgroup.com