



# Terms of Use for The Clearing's ChangeChampion™ Artificial Intelligence Virtual Assistant (AI VA)

Welcome to The Clearing's ChangeChampion™ product. These terms and conditions outline the rules and regulations for using ChangeChampion™.

By accessing or using ChangeChampion™, you agree to comply with and be bound by these terms and conditions.

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## Introduction

ChangeChampion™ is The Clearing's artificial intelligence (AI)-powered virtual assistant designed to help organizations manage and navigate change. These terms and conditions govern the use of ChangeChampion™ to ensure clarity, accountability, and compliance. You may not access this product unless you agree to these terms and conditions.

Leveraging AI, ChangeChampion™ provides tools to streamline change management processes, deliver insights, and support stakeholders in navigating change with greater clarity and efficiency.

The Clearing provides various service tiers of the product to meet the unique needs of organizations of different sizes and maturity levels in their change management journey. From basic insights to comprehensive strategy development and implementation support, ChangeChampion™ adapts to align with organizational priorities. Its primary purposes include:

<b>Understanding Current Change Readiness</b>	Offering a comprehensive overview of an organization's capacity to handle change, identifying strengths and potential areas for growth across various dimensions.
<b>Planning and Strategy Development</b>	Facilitating the design of structured, data-informed plans to ensure successful adoption and sustainability of change initiatives.
<b>Identifying Gaps</b>	Highlighting discrepancies between an organization's current state and its change management objectives, providing clarity on areas requiring attention for seamless transitions.
<b>Enabling Stakeholder Engagement</b>	Promoting collaboration by equipping stakeholders with the tools, data, and communication support necessary for change adoption and advocacy.
<b>Monitoring Progress</b>	Continuously evaluate change implementation efforts to measure success, identify trends, and make informed adjustments where needed.

While ChangeChampion™ offers innovative tools and methodologies for change management, it is important to acknowledge its intended scope and limitations:

**Not a Substitute for Strategic Decision-Making:** ChangeChampion™ provides data and recommendations to inform decisions but does not replace leadership judgment or professional expertise.

**No Guaranteed Outcomes:** Successful change relies on an organization's commitment to implementing insights and fostering a conducive environment for transformation.

**Not a One-Time Solution:** Change management is an ongoing process, and ChangeChampion™ works best when integrated into a long-term strategy for continual improvement.

**No Guaranteed Success:** ChangeChampion™ provides recommendations and insights based on available data, but the success of change initiatives depends on the organization's commitment to implementation, stakeholder engagement, and adaptability to unforeseen challenges.

**Not a Replacement for Human Judgment:** The recommendations and insights offered by ChangeChampion™ are designed to augment decision-making, not replace it. Users should apply a critical lens and consider the broader organizational context when acting on the tool's outputs.

**Advisory, Not Directive:** The outputs generated by ChangeChampion™ are intended to guide and inform change management strategies, not dictate actions. Final decisions should involve input from experienced change management professionals and leadership.

**Dependent on Data Quality:** The accuracy and relevance of ChangeChampion™ outputs are contingent on the quality and completeness of the data provided by the organization.

**No Substitute for Comprehensive Planning:** While ChangeChampion™ supports the planning process, a successful change initiative requires thorough planning, stakeholder alignment, and sustained follow-through.

In summary, ChangeChampion™ is designed to support organizations in navigating the complexities of change by providing structured insights, monitoring progress, and enabling informed adjustments. It complements organizational strategies by offering tools that enhance clarity and efficiency in decision-making. While its role is supportive rather than directive, ChangeChampion™ contributes to building the capacity for sustained change through its focus on actionable data and continuous improvement.

## Parties Involved

Role	Responsibility	Party
<b>The Clearing</b>	The company that provides ChangeChampion™ and related services as agreed with the customer.	As represented by duly authorized Points of contact.
<b>The Clearing's ChangeChampion™ Team</b>	The team responsible for managing the implementation of ChangeChampion™, ensuring its functionality, and coordinating optional consulting hours with change management experts.	Subject matter experts from The Clearing's ChangeChampion™ team
<b>The Clearing's Primary Point of Contact</b>	The main liaison between The Clearing and the customer, facilitating communication and overseeing the setup and use of ChangeChampion™.	An individual from The Clearing's ChangeChampion™ team.
<b>The Customer</b>	The organization or individual purchasing access to ChangeChampion™ online, responsible for use and adherence to these terms.	As represented by duly authorized points of contact.
<b>End Users</b>	Employees or team members within the customer's organization interacting with ChangeChampion™ to support change management efforts.	Members of the customer's organization designated by the sponsor.
<b>The Customer's Primary Point of Contact</b>	Coordinates internally to manage access to ChangeChampion™ ensures payment, and serves as the key contact between the customer and The Clearing.	An individual from the Organization.

## Scope of Services — Tier Breakdown

Tier Name	Tier Type	Seat Number	Description
<b>Solo Navigator</b>	<b>Individual Tier</b>	One Seat	<ul style="list-style-type: none"> <li>• 300 queries per month</li> <li>• Guided Help or Expert Mode</li> <li>• File upload capabilities</li> </ul>
<b>Team Explorer</b>	<b>Small Teams Tier</b>	Five Seats	<ul style="list-style-type: none"> <li>• 2,000 queries per month in total (400 per seat)</li> <li>• Guided Help or Expert Mode</li> <li>• File upload capabilities</li> </ul>
<b>Group Strategist</b>	<b>Mid-sized Teams Tier</b>	Ten Seats	<ul style="list-style-type: none"> <li>• 5,000 queries per month in total (500 per seat)</li> <li>• Guided Help or Expert Mode</li> <li>• File upload capabilities</li> </ul>
<b>Enterprise Leadership</b>	<b>Large Organization Tier</b>	Twenty Seats	<ul style="list-style-type: none"> <li>• Unlimited queries per seat</li> <li>• Guided Help or Expert Mode</li> <li>• File upload capabilities</li> </ul>

## Service Add-On

- 5 Hours of Consulting
  - Hours are purchased in 5-hour increments.
  - Time can be scheduled over the year with ChangeChampion™ Subject Matter Experts.
  - Sessions are flexible and can be broken into 30-minute increments.
  - Hours expire one calendar year after purchase.

## The Clearing's ChangeChampion™ Subject Matter Experts

Our ChangeChampion™ Service add-on offering gives you access to a roster of change management specialists with deep expertise in several key areas:

- **Change Management Methodologies:** Utilizing proven frameworks and best practices to guide your organization through successful change.
- **Data Analysis and Insights:** Leveraging data-driven approaches to assess organizational readiness, monitor progress, and fine-tune change strategies.
- **Strategic Planning for Change:** Crafting tailored strategies that align with your goals and ensure sustainable transformation.
- **Stakeholder Engagement:** Collaborating with stakeholders at all levels to drive buy-in and maintain alignment throughout the change process.

For customers who opt for our add-on services, you can purchase a package of 5 consulting hours with one of our dedicated experts. The consultant assigned will be selected based on your organization's specific needs, and a separate service agreement will detail the scope of services and the personnel involved.

## Deployment of ChangeChampion™

Below The Clearing explains how the *ChangeChampion™* AI Virtual Assistant will be accessed, the timeline for use, and any requirements from the customer.

**Accessing ChangeChampion™:** Customers will access *ChangeChampion™* directly through The Clearing's website. After purchasing the selected tier, the customer will receive immediate access to the platform and can begin using the AI Virtual Assistant to manage their change processes.

**Tier Selection and Setup:** Once the tier is selected and purchased, the customer will be able to immediately begin using the core features of *ChangeChampion™* that correspond to their tier. There are no additional setup requirements beyond selecting the desired tier.

**Internal Communication:** The Customer's Primary Point of Contact is responsible for notifying internal teams and stakeholders about the availability of *ChangeChampion™* and how they can begin using the platform.

**Utilizing the Tool:** After purchase, the customer can begin using ChangeChampion™ right away. There are no additional deployment steps, as the platform is immediately accessible online. The customer can access the full functionality of their tier and begin integrating it into their change management processes.

**Optional Add-Ons and Support:** If applicable (based on the selected service package or add-on), the customer can purchase additional consulting services, such as expert briefings, tailored strategy sessions, or extended support. The Clearing team will coordinate these services as needed, simply email [changechampion@theclearing.com](mailto:changechampion@theclearing.com).

## Data and Privacy Disclosure

This privacy disclosure explains how we collect, use, and share your personal information when you use ChangeChampion™. Please read this information carefully before you begin.

### Information We Collect

To provide and improve the *ChangeChampion™* experience, we collect certain types of information. This data helps us offer a more personalized and effective service. The following are the main categories of information we collect:

**User Interaction Data:** This includes information about how users interact with *ChangeChampion™*, such as:

- User queries and responses
- Actions taken within the platform (e.g., actions triggered by the AI assistant)
- Feedback and ratings on suggested actions or recommendations

**Firmographic Information:** We may collect optional firmographic information to help tailor the experience to better fit user needs. This can include:

- Role/department within the organization
- Seniority level
- Location (e.g., office or remote)
- Organizational size and industry



**Account and Subscription Information:** If users purchase a subscription or select a tier, we collect necessary account details to facilitate access to *ChangeChampion™*, such as:

- User's name and contact information
- Payment information (handled securely through third-party providers)
- Subscription details (tier, add-on services, etc.)

**Usage and Performance Data:** We collect data on how the platform is being used, including:

- Frequency of use
- Feature usage statistics (e.g., which tools or resources are most frequently accessed)
- Performance metrics (e.g., system errors, response times)

**Data Provided by the Customer:** This includes any data uploaded or entered by the customer into *ChangeChampion™* to facilitate change management, such as:

- Organizational change data (e.g., goals, milestones, key performance indicators)
- Internal documents or files uploaded by the customer
- Feedback from organizational stakeholders on change initiatives

## Handling of PII and Sensitive Data

ChangeChampion™ offers tools like the Power Mapping feature to help identify, categorize, and prioritize stakeholders. While using these tools, users may consider uploading or entering data that could include PII or other sensitive information. However, we strongly encourage users to **avoid uploading/inputting PII** into the platform, especially when it's not necessary for the tool's functionality. Instead, we recommend using pseudonymization techniques, such as replacing names with numeric identifiers or anonymized data, to minimize privacy risks. The following practices apply:

- **Responsibility for PII:** Users are responsible for ensuring that any PII or sensitive data they choose to upload or input complies with applicable data protection laws (e.g., GDPR, CCPA). By uploading or inputting this data, you confirm that you have the necessary permissions to do so. **However, we advise against entering PII whenever possible.**
- **Data Encryption:** Any sensitive information entered, including PII, is encrypted both during transmission and at rest within the ChangeChampion™ platform to ensure its protection. Nevertheless, we recommend limiting the inclusion of PII in the platform to reduce potential security risks.
- **Use of PII:** Any PII uploaded or manually entered by users into the platform will be used solely for the purpose of delivering the requested features or services within ChangeChampion™. We will not use this data for any other purposes without explicit consent. **Again, we strongly advise using pseudonymized data instead of PII when possible.**

- **Retention and Deletion of PII:** Users can request the deletion of any PII uploaded or entered at any time. Data retention will comply with applicable data protection regulations, and we will securely delete PII upon request
- **Third-Party Access:** We will not share PII with third parties without the user's explicit consent, unless required by law or necessary to fulfill the requested services (e.g., using a third-party service provider like cloud storage).
- **Transparency in AI Usage:** Any data inputted into features like the Power Mapping tool may be used to generate insights and recommendations to the user by the tool. PII will not be used for AI model training.

## How We Use Your Information

### Privacy

We are committed to protecting your privacy and complying with all applicable laws and regulations. We encourage you to review this Terms of Use document in its entirety for more detailed information about our data practices.

**To Provide and Improve ChangeChampion™:** Information may be used to facilitate communication between users and ChangeChampion™. This could include sending messages, notifications, and updates related to ChangeChampion™'s services or changes to terms and conditions.

**Personalized Guidance and Support:** We may use the information to provide personalized guidance, recommendations, and support within ChangeChampion™, helping users optimize their change management processes based on data input and system interactions.

**Data Utilization and Product Improvement:** Information collected may be used to improve ChangeChampion™ functionality and performance. This includes analyzing user preferences, assessing how ChangeChampion™ is used, and making adjustments to enhance user experience. We may also use this data to inform product development, improve services, and identify new features or capabilities.

**Training and Educational Resources:** Information may be used to deliver educational content or resources, such as tutorials, guides, or best practices, to help users maximize their use of ChangeChampion™.

**Data Insights and Marketing:** We may derive aggregated and anonymized insights from the data collected to better understand usage patterns, preferences, and behaviors. These insights may be used for internal analysis, blogs, marketing materials, or other informational content. This data will be anonymized to ensure privacy, and any marketing materials based on these insights will not contain personal client information.

**Disclosure:** The Clearing will not disclose or use client data without explicit consent, except where required by law or court order. If The Clearing is required by statute or subpoena to disclose customer data, we will consult with the customer's primary point of contact to ensure compliance and transparency.

**Compliance:** We adhere to applicable data protection laws and regulations and are committed to maintaining the confidentiality and security of client information. If it is necessary to disclose information to comply with legal or regulatory requirements, we will do so with the utmost care to protect your privacy.

## How We Share Your Information

**With Service Providers:** We may share your information with trusted third-party service providers who help us administer ChangeChampion™ (e.g., cloud storage providers, and payment processors) to ensure the smooth operation of the platform. These service providers are obligated to use your data solely for the purposes of providing services to us and must comply with strict confidentiality requirements.

**With Legal and Professional Advisors:** We may share your information with legal counsel, financial advisors, or other professionals, if necessary, to protect our rights, enforce our Terms of Use, or comply with legal obligations.

**As Required by Law:** We may share your information if required to do so by law, court order, or other legal processes, or to respond to legal requests from public authorities, including national security or law enforcement requests.

## Data Security

We are committed to protecting your personal information and the integrity of the ChangeChampion™ platform. While no method of transmission or electronic storage is entirely secure, we take comprehensive measures to safeguard your data against unauthorized access, use, disclosure, alteration, or destruction.

**AI-Specific Security Measures:** ChangeChampion™ employs advanced security protocols to ensure the integrity of its AI models. These include:

- Safeguards against adversarial attacks

- Protections against data poisoning
- Measures to prevent unauthorized modifications to system outputs

**Your Choices:** Users have control over their data and how it is managed within the platform.

- You can choose not to use the product.
- You can choose not to provide certain information.
- You can contact us to request access to your data or to have it deleted in accordance with applicable privacy laws.

## Customer Data

Customer acknowledges and agrees that The Clearing may collect and use certain Customer Data, including but not limited to name, logo, and any testimonials provided, solely for the following purposes:

Internal Reporting and Analysis	To analyze and improve ChangeChampion™ and related services.
Public Reporting	To create anonymized and aggregated reports about ChangeChampion™ results without identifying individual customers.
Case Studies and Marketing Materials	To create anonymized case studies or testimonials promoting the ChangeChampion™, but only with the Customer's prior written consent.

Customer's consent for the use of their name, logo, or testimonial in anonymized reports or marketing materials will be obtained separately through a clear and unambiguous opt-in mechanism through a separate agreement.

Customers can opt out of any further use of their name, logo, or testimonial by contacting The Clearing in writing at any time.

The Clearing agrees to keep all Customer Data confidential and to take reasonable measures to protect it from unauthorized access, use, disclosure, alteration, or destruction.

## Contact Information

If you have any questions about this privacy disclosure, please contact us at [changechampion@theclearing.com](mailto:changechampion@theclearing.com).

## Liabilities and Responsibilities

You expressly agree that the use of the ChangeChampion™ product is at your sole risk. The ChangeChampion™ product and all related materials and services are provided "as is" and "as available" without warranty of any kind, express or implied. To the fullest extent permissible by law, we disclaim all warranties, express or implied, including, but not limited to, implied warranties of merchantability, fitness for a particular purpose, non-infringement, and system integration.

We do not warrant that the ChangeChampion™ product will meet your requirements or expectations, be uninterrupted, secure, timely, error-free, or virus-free. We do not warrant that the results obtained from the use of the ChangeChampion™ product will be accurate or reliable.

You expressly understand and agree that we shall not be liable for any direct, indirect, incidental, special, consequential, or punitive damages, whether foreseeable or unforeseeable, (including, but not limited to, damages for loss of profits, goodwill, use, data, or other intangible losses) arising out of or relating to the use of or inability to use the ChangeChampion™ product, even if we have been advised of the possibility of such damages.

You agree to indemnify and hold us harmless from and against any and all claims, losses, damages, liabilities, and expenses, including reasonable attorneys' fees, arising out of or relating to your use of the ChangeChampion™ product.

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This Disclaimer and Non-Liability Clause shall be governed by and construed in accordance with the laws of Maryland in the United States of America, without regard to its conflict of laws provisions. If any provision of this Disclaimer and Non-Liability Clause is held to be invalid or unenforceable, such provision shall be struck and the remaining provisions shall remain in full force and effect.

## Compliance and Regulatory Requirements

We collect and use your personal information in a manner consistent with all applicable laws and regulations, including (but not limited to):

Privacy Laws	Data Security Regulations	Non-discrimination Laws	Records Retention Laws
We comply with the privacy laws relevant to your jurisdiction, e.g., the Privacy Act, state privacy laws, and GDPR. This includes obtaining your consent for the collection and use of your personal information, providing you with access to your data, and ensuring its security.	We implement appropriate technical and organizational measures to protect your personal information from unauthorized access, disclosure, alteration, or destruction. We also comply with data breach notification requirements as mandated by law.	We treat all customers equally and do not discriminate based on any protected characteristics, such as race, religion, gender, or disability. This includes efforts to ensure that our ChangeChampion™ product questions and analysis are fair and unbiased.	We retain your personal information for the period necessary to fulfill the purposes outlined in this disclosure, after which we securely delete it in accordance with our data retention policy.

We reserve the right to update this policy statement at any time. We will post the revised policy statement when changes are made, and such changes will be effective immediately unless otherwise stated. If these changes are material, we will provide notice to you through email notifications and/or prominent statements on our website, and, where required by applicable law, we will obtain your consent.

## AI-Related Decision-Making Transparency

ChangeChampion™ uses AI-driven algorithms to provide recommendations based on the data inputted by users. These insights are designed to help guide decision-making and optimize change management processes. However, it is important to note that:

**AI Recommendations:** The recommendations and insights provided by ChangeChampion™ are generated by AI models that process the data entered by users. These insights should be considered as informational and advisory in nature, designed to augment—not replace—human judgment.

**Transparency of AI Decision-Making:** The AI model generates suggestions based on patterns identified in the data. While the tool aims to provide relevant recommendations, the accuracy and effectiveness of these outputs are contingent on the quality of the data provided by users. Decisions should always involve critical evaluation by experienced professionals in the organization.

**AI Limitations:** ChangeChampion™ operates based on algorithms trained on historical and anonymized data. While efforts are made to ensure accuracy and relevance, the tool may occasionally produce recommendations or insights that are incomplete, incorrect, or irrelevant. Users are encouraged to critically evaluate AI outputs and consult with human experts for complex decisions.

## Data Use for AI Training and Model Improvement

To enhance the performance and accuracy of ChangeChampion™, data collected through user interactions may be used to train and improve its AI models. This helps refine the system to offer better, more relevant insights over time.

**Use of Data for AI Training:** Data inputted into the platform, including user interactions and feedback, may be anonymized and used to help train the ChangeChampion™ AI models. The goal is to continuously improve the tool's capabilities to better assist organizations in managing change.

**Privacy and Security:** All data used for training is anonymized to protect your privacy and confidentiality. No personally identifiable information will be used in training models without your consent, in accordance with applicable data protection laws (GDPR).

**User Control and Opt-In Consent:** Users will be explicitly asked to opt-in if their anonymized data is to be used for AI model training. Opting out of this process will not affect their ability to use the platform or access its features.

## Bias and Fairness of AI Models

We are committed to ensuring that ChangeChampion™ operates fairly and without bias. However, it's important to recognize that AI models can be influenced by the data they are trained on.

**Mitigation of Bias:** While every effort is made to ensure that ChangeChampion™ operates without bias, the accuracy and fairness of its insights depend on the quality of the data it processes. The Clearing works to continually improve its models and reduce the risk of unintended bias.

**Regular Audits and Updates:** To minimize bias, The Clearing conducts regular audits of ChangeChampion™'s AI models, including thorough evaluations of the data used for training and testing. Any identified biases are addressed promptly through updates to algorithms and training datasets.

**User Awareness:** Users are encouraged to critically assess AI-generated insights and recommendations and apply their expertise when making final decisions. ChangeChampion™ is designed to support decision-making but should not be viewed as a substitute for human judgment, especially in complex or nuanced situations.

## User Control Over AI Data

As a ChangeChampion™ user, you have control over the data you provide and how it is used within the AI system.

**Data Preferences:** You have the option to limit the type of data entered into the system or choose not to use certain features of the AI.

**Access and Deletion of Data:** You can request access to the data ChangeChampion™ has collected, as well as request that your data be deleted from the system at any time, in accordance with applicable data protection laws. Please refer to our Privacy Policy for more information on your rights.



## AI Limitations in Complex Scenarios

ChangeChampion™ is designed to assist with analyzing and tracking change management efforts, but its recommendations may not be applicable or sufficient for all scenarios, particularly in complex or high-stakes situations.

**Limitations of AI Recommendations:** The AI may not be able to fully account for all the variables in highly complex change management scenarios. While the AI provides data-driven insights, its ability to assess specific organizational contexts may be limited.

**Scope of Recommendations:** The AI is designed to identify patterns and generate recommendations based on the data provided by users. However, it may not fully account for unique organizational, cultural, or regulatory nuances that require human expertise and judgment.

**Dependence on Data Quality:** The accuracy and relevance of ChangeChampion™ outputs are directly influenced by the quality and completeness of the data entered into the platform. Incomplete or inaccurate data may result in less useful or irrelevant recommendations.

**Complex and High-Stakes Scenarios:** In particularly complex or high-stakes situations, ChangeChampion™ should be used as a supporting tool, not as the sole decision-maker. Human oversight and professional judgment are essential for interpreting insights and making decisions in these cases.

**Human Oversight:** In cases where ChangeChampion™'s recommendations are insufficient or where ambiguity exists, we strongly recommend consulting with change management professionals or leadership to ensure the best course of action.

### Examples of Limitations:

- ChangeChampion™ may not account for external factors, such as sudden market shifts, changes in regulations, or unforeseen organizational crises.
- Certain qualitative aspects, such as the emotional or interpersonal dynamics of a team, may not be fully captured by the AI's analysis.

Users are encouraged to critically evaluate the recommendations provided by ChangeChampion™ and consult with experienced professionals or leadership to ensure decisions are aligned with organizational goals and context.

## Outcomes and Insights

The ChangeChampion™ AI Virtual Assistant delivers continuous, actionable insights to help organizations track and measure the effectiveness of their change management efforts. These insights are designed to guide decision-making and drive progress throughout the change process. Expected outcomes include:

**Real-Time Insights:** ChangeChampion™ will provide users with real-time insights into the status of change initiatives, highlighting key trends and areas for improvement. These insights include:

- Organizational readiness for change
- Stakeholder engagement and sentiment
- Progress on change initiatives and key performance indicators (KPIs)

**Actionable Guidance:** Based on the ongoing analysis, ChangeChampion™ will offer actionable guidance to help organizations optimize their change management processes. This includes:

- Suggested actions to overcome challenges or resistance to change
- Recommendations to improve stakeholder buy-in and communication
- Strategies to align change efforts with organizational goals and priorities

**Interactive and Dynamic Feedback:** ChangeChampion™ enables dynamic, interactive feedback by continuously adjusting its suggestions based on real-time data inputs from users. This feedback helps organizations:

- Track the impact of change management initiatives
- Adjust strategies quickly based on evolving circumstances
- Maintain momentum in the change process

**Ongoing Monitoring and Adjustments:** Unlike a static report, ChangeChampion™ provides continuous monitoring of change initiatives, ensuring that organizations can make data-driven adjustments to their strategies as needed. Users will have access to:

- Regular updates on change progress
- Data visualizations to track trends and milestones
- Recommendations for course correction when necessary

## Consulting Engagements

For customers who purchase add-on consulting services, ChangeChampion™ offers personalized sessions with The Clearing's change management experts. These engagements provide opportunities for in-depth discussions, guidance, and support tailored to your organization's needs. Available consulting services include:

### Consulting Sessions

After using ChangeChampion™ to track and analyze your change initiatives, customers can schedule consulting sessions to:

- Explore insights: Delve into the real-time data and insights generated by ChangeChampion™ to understand how they align with your organization's goals. Our experts will help you interpret findings and how they can inform your ongoing change strategies.
- Strategize for success: Receive guidance on optimizing your change management efforts, improving stakeholder engagement, and addressing any identified barriers or resistance.
- Refine approaches: Benefit from expert recommendations on how to adjust your strategies to enhance organizational alignment, maximize impact, and ensure long-term success.

### Targeted Support for Complex Needs

For organizations requiring more in-depth support, The Clearing's team will collaborate with your organization to identify the suite of consulting services that best aligns with your needs. This can include:

- Focused sessions for in-depth discussions on change management challenges
- Strategy workshops
- Leadership coaching or stakeholder engagement plans to drive better buy-in and communication

# Intellectual Property

## Ownership

Except as expressly provided herein, all rights, title, and interest in and to the ChangeChampion™ product, including all intellectual property rights therein (including, but not limited to, copyrights, trademarks, patents, trade secrets, and know-how), are and shall remain the sole and exclusive property of The Clearing. The customer acknowledges and agrees that the ChangeChampion™ product contains confidential and proprietary information of The Clearing and that the customer shall not acquire any ownership rights therein by virtue of its use of the ChangeChampion™ product.

The Clearing grants the Customer a non-exclusive, non-transferable, non-sublicensable license to access and use ChangeChampion™ solely for its internal business purposes and in accordance with this Agreement. The Customer shall not:

1. Copy, modify, reverse engineer, disassemble, or decompile ChangeChampion™.
2. Create derivative works from ChangeChampion™.
3. Distribute, sublicense, or otherwise make ChangeChampion™ available to any third party.
4. Remove or obscure any proprietary markings from ChangeChampion™.

## Customer Data

Customer acknowledges and agrees that it owns all rights, title, and interest in and to its Customer Data. Customer grants The Clearing a non-exclusive, non-transferable, non-sublicensable license to use and process Customer Data solely for the purposes outlined in this Agreement.

## Feedback

Any feedback, suggestions, or improvements provided by Customer to The Clearing regarding the ChangeChampion™ product shall be the sole and exclusive property of The Clearing. Customer hereby assigns all rights, title, and interest in and to such feedback, suggestions, or improvements to The Clearing.

## Trademarks

Customers shall not use any of The Clearing's trademarks, logos, or service marks without The Clearing's prior written consent.

## Termination

The Clearing reserves the right to terminate access to ChangeChampion™ and related services at its discretion, for any reason. The Clearing also reserves the right to disqualify users from further participation in ChangeChampion™ and related services for the following reasons:

**Violation of Terms of Use:** If users engage in activities that violate the Terms of Use Agreement, such as providing false or misleading information, which may undermine the accuracy and usefulness of insights generated by ChangeChampion™.

**Misconduct or Fraudulent Behavior:** Any form of misconduct or fraudulent behavior while using ChangeChampion™, including impersonation or unauthorized assistance, will result in disqualification from the platform.

**Breach of Security:** Attempting to breach or compromise the security measures of ChangeChampion™ or attempting to exploit vulnerabilities within the platform.

**Improper Conduct:** Engaging in inappropriate, offensive, or discriminatory behavior toward others in communications related to ChangeChampion™, or in any interactions with The Clearing's team.

**Non-Compliance with Usage Guidelines:** Failure to comply with specific guidelines and instructions provided for using ChangeChampion™, including timelines, data submissions, or platform requirements.

**Violation of Intellectual Property Rights:** Unauthorized use of trademarked or copyrighted material, or infringement upon intellectual property rights during interactions with ChangeChampion™ or its related services.

**Failure to Meet Eligibility Requirements:** Users who do not meet the eligibility criteria for using ChangeChampion™, including but not limited to professional qualifications or adherence to platform requirements, may be disqualified.

Disqualification from Additional Services: Users found engaging in any of the behaviors mentioned above may be disqualified from receiving any additional support, consulting sessions, or services related to ChangeChampion™.

## Cancellation and Refund Policy

### ChangeChampion™ AI VA Product

**24-Hour Cancellation Window:** You can cancel your subscription and receive a full refund if written notice is provided within 24 hours of purchase.

**Post-24-Hour Cancellation:** If you cancel after the 24-hour cancellation window, you will not be eligible for a refund for the current month's subscription. However, you will not be billed for the following month's subscription, provided you cancel before the next billing cycle begins.

**Cancellation After Subscription Has Renewed:** If you cancel after your subscription has been renewed for the next billing cycle, you will be responsible for the full month's subscription fee. No refunds will be provided for the current billing cycle, but you will not be billed for the following month.

### ChangeChampion™ Add-On Services

**24-Hour Cancellation Window:** You can cancel your purchase of ChangeChampion™ services and receive a full refund if written notice is provided within 24 hours of purchase.

**Post-24-Hour Cancellation:** If you cancel after the 24-hour cancellation window but before any services have been rendered, you will be responsible for 20% of the total cost of the purchased 5-hour block. This applies only to the core 5-hour blocks of service and does not include any additional services rendered.

**Cancellation After Services Begin:** If you cancel after services have started (e.g., consulting sessions or support provided), you will be responsible for the full cost of the 5-hour block of services. You will be liable for payment for any services rendered up to the effective date of your cancellation.

**Service Hours Expiration:** All purchased service hours must be used within one year from the date of purchase. Any unused hours after one year will expire and are non-refundable.