

## ELEARNIFY.NET® SERVICE AGREEMENT

THE FOLLOWING, APPLIES TO YOU (WHETHER AS AN INDIVIDUAL, OR IF APPLICABLE, ACTING AS THE REPRESENTATIVE OF A COMPANY, CORPORATION OR OTHER ENTITY) AND SHALL CONSTITUTE OUR AGREEMENT TO THE TERMS AND CONDITIONS SET FORTH BELOW. PLEASE READ THIS AGREEMENT CAREFULLY AND CHECK THE AGREE BOX TO ACCESS THE **eLearnify.net®** WEBSITE AND/OR SERVICE(S).

OUR SERVICES AND THE **eLearnify.net®** WEBSITE SHALL BE REFERRED TO IN THIS AGREEMENT AS “THE **eLearnify.net®** SERVICE(S)”, THE “SERVICE(S)” OR THE “**eLearnify.net®** WEBSITE”.

**1.0 ACCEPTANCE OF TERMS:** Everyone who uses the Service – including trial versions of the Service shall be bound by this Agreement. If you do not agree to the terms and conditions set forth below, then you should not access or use the Service.

**2.0 LICENSE:** Upon your acceptance of this Service Agreement, **eLearnify.net®** will grant you nonexclusive access to the **eLearnify.net®** Ecommerce Website System. You must pay all usage fees (see Section 4.1 below) prior to accessing the **eLearnify.net®** Service. You agree to not access the Service by any OTHER means. The **eLearnify.net®** Service may include certain communications from **eLearnify.net®**. As part of your **eLearnify.net®** Service you will not be able to opt out of receiving these communications.

**3.0 REGISTRATION:** To access the Service you may be asked to provide **eLearnify.net®** with personal and/or organizational information in addition to other information that we may request. In consideration of your use of the Service, you agree to: (i) provide true, accurate, current and complete information about yourself and/or your organization, and (ii) maintain and promptly update during the term of this Agreement your personal/organizational information to keep it true, accurate, current and complete. If **eLearnify.net®** has reasonable grounds to suspect that such information is untrue, inaccurate, not current or incomplete, you agree that **eLearnify.net®** may suspend and/or terminate your account. You are responsible for maintaining the confidentiality of any passwords and of controlling access to your account. You are fully responsible for all activities that occur under your password or with respect to your account. You must ensure that all uses of your account and password comply with this Agreement. Your password and account may not be shared and you may not permit any other person to use them, other than an authorized **eLearnify.net®** representative.

**4.0 TERM AND TERMINATION** This Agreement commences on the date of acceptance by you of this Agreement and continues until one year from purchase date, if terminated by eLearnify.net® or completion of the course, whichever occurs first.

**4.1 FEES** Usage fees to use the eLearnify.net® Website or any of its marketed products and services are as posted on the website. You are responsible for paying such fees prior to accessing the relevant resources.

**4.2 REFUND POLICY:** Once a course has been started no refunds will be given.

**4.3 TERMINATION:** All products are sold “as is”. All sales are final. The customer assumes the responsibility for the purchase, and no refunds will be issued once a course has been started (see section 4.2 - Refund Policy). Requests to terminate the Service may be given in writing (via email or by letter) to eLearnify.net®. If you cancel the Service, your cancellation will take effect within five days of our receipt of your notice. After cancellation, you will no longer be able to access the Service and all information contained therein may be deleted by eLearnify.net®. You agree to release eLearnify.net® from any liability for such deleted information or content.

**4.4 eLearnify.net® TERMINATION OF SERVICE:** eLearnify.net® may, under certain circumstances and without prior notice, immediately terminate your access to the Services. Cause for such termination shall include, but not be limited to, (1) breaches or violations of the Agreement, including the failure to pay fees that are due, (2) requests by law enforcement or other government agencies, (3) a request by you, or (4) suspected illegal or immoral behavior. Such termination of the Service may result in the forfeiture of access to historical data. No refunds will be given upon termination.

**4.5 CANCELLATION OF PAYMENT:** any cancellation of payment by Enrollee or the company or organization of the Enrollee, will be considered non-payment and a breach of the agreement. Any certification of completion will be cancelled and any pertinent regulatory authorities will be notified that the certificate of completion has been withdrawn.

**5.0 SURVIVAL:** The following provisions will survive any expiration or termination of the Agreement: Sections 6.0, 7.0, 8.0, 9.0, 10.0, 11.0, 12.0, 13.0, 14.0, 15.0, 16.0, 17.0 and their subsections.

**6.0 eLearnify.net® PRIVACY POLICY:** A statement of the eLearnify.net® “Privacy Policy” is available on the eLearnify.net website. All data is subject to our Privacy Policy. eLearnify.net® maintains such information obtained from you in accordance with eLearnify.net’s privacy policy at:

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**7.0 RESTRICTIONS ON USE OF SERVICE:** The purchaser agrees to the following restrictions:

**7.1 No Offensive Content.** You agree that you will not use or allow others to use, your account to post, transmit, promote, or facilitate the distribution of any threatening, abusive, libelous, defamatory, obscene, pornographic, profane or otherwise objectionable information of any kind.

**7.2 No Illegal Material or Encouragement of Illegal Behavior:** You agree that you will not use, or allow others to use, your account to post, transmit, promote, or facilitate the distribution of any unlawful or illegal material, including but not limited to material that would constitute or encourage a criminal offense, give rise to civil liability or otherwise violate any applicable local, state, national or international law, rule or regulation. You agree that you will not use this site to commit a crime, or to plan, encourage or help others to commit a crime.

**7.3 No Violation Of Copyright, Trademark or Trade Secret Rights:** You agree that you will not use the eLearnify.net® Website to publish, post, distribute or disseminate another's proprietary information, including but not limited to trademarks, trade secrets or copyrighted information, without the express authorization of the rights holder.

**7.4 No "Spamming," Advertisements or Chain Letters.** You agree that you will not use, or allow others to use, your account or use the information available through eLearnify.net® Website, to post, transmit, promote, or facilitate the distribution of any advertising (including but not limited to mass or bulk e-mail), promotional materials or other forms of solicitation. You will not post or transmit requests for money to persons not personally known to you, petitions for signature, chain letters or letters relating to pyramid schemes. We reserve the right, in our sole discretion, to determine whether such post or transmission constitutes an advertisement, promotional material or any other form of solicitation.

**7.5 No "Hacking."** You agree that you will not use, or allow others to use, your account to unlawfully access other computers or services, or to cause a disruption of service to other eLearnify.net® Website users. Additionally, you will not "hack" the eLearnify.net website to obtain information or data on other users of the training.

**7.6 No Impersonation of Others.** You agree that you will not use the Service to impersonate another user or otherwise falsify one's user name in an e-mail or in any post or transmission to any person, group or mailing list. This includes, but is not limited to, taking a course and the tests in that course for another person.

**7.7 No "Viruses."** You agree that you will not use, nor allow others to use, your account to intentionally transmit computer "viruses," or other harmful software programs and that you will use your best efforts to prevent the unintentional transmission of such viruses or other harmful software programs.

**7.8 eLearnify.net®'s Right to Remove.** eLearnify.net® reserves the right not to post any data or materials to or to remove any data or materials from its site without notice to a user and without liability to eLearnify.net®. You agree to release eLearnify.net® from any claims or allegations that may result from such removal. Further, you agree to release eLearnify.net® from any liability, cost or damage arising out of any action or inaction of any Enrollee or other user of the eLearnify.net Website or the Service that is in violation of law or of this or any other agreement eLearnify.net®.

**7.9 Violation of these restriction:** will result in cancellation of the services, cancellation of delivery of any certificate do Completion and notification of the appropriate authority that any Certificate of Completion is not valid.

**8.0 OWNERSHIP OF WEBSITE ACCOUNT AND SECURITY:** The Service and the eLearnify.net® Website may not be used for any purpose not expressly permitted by this Agreement. Your use of the Service and the eLearnify.net® Website does not transfer to you any ownership or other rights in the Service of eLearnify.net® Website or its content. You may not copy, imitate, reproduce, republish, upload, post, transmit, modify, index, catalogue or distribute in any way, in whole or in part, the Services of the eLearnify.net® Website or any part thereof without express written permission from eLearnify.net. You agree to abide by all applicable local, state, federal and international laws, treaties and regulations in connection with your use of the Service. You are responsible for maintaining the security and overseeing your pages of the eLearnify.net® Website and the activities that occur through your account, including those of your Enrollees. You agree to (1) immediately notify eLearnify.net® of any unauthorized use of your password or account or any other breach of security or of this Agreement of which you become aware, and (2) exit from your account at the end of each session.

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## **11. LIMITATIONS OF LIABILITY.**

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## **17.0. MISCELLANEOUS**

**17.1 FORCE MAJEURE.** Except for the obligation to pay money, neither party will be liable for any failure or delay in its performance under this Agreement due to any cause beyond its reasonable control,

including acts of war, acts of God, earthquake, flood, embargo, riot, sabotage, labor shortage or dispute, governmental act or failure or failure of the Internet, provided that the delayed party: (a) gives the other party prompt notice of such a cause, and (b) uses its reasonable commercial efforts to promptly correct such a failure or delay in performance.

**17.2 GOVERNING LAW.** The Agreement and the relationship between you and eLearnify.net® shall be governed by and construed and interpreted in accordance with the laws of the State of Wisconsin, USA without regard to its conflict of law provisions. You and eLearnify.net® agree to submit to the personal and exclusive jurisdiction of the courts located within Waukesha County, Wisconsin. The failure of eLearnify.net® to exercise or enforce any right or provision of the Agreement shall not constitute a waiver of such right or provision. The Agreement, the Privacy Policy, any applicable Terms of Use for the Service and the Digital Millennium Copyright Act notice constitute the entire agreement between you and eLearnify.net® and govern your use of the Service, superseding any prior agreements between you and eLearnify.net® (including, but not limited to, any prior versions of the Agreement). You also may be subject to additional terms and conditions that may apply when you use other eLearnify.net® services, or third-party content, software or services offered through the Service. If any provision of the Agreement or incorporated documents is found by a court of competent jurisdiction to be invalid, the parties nevertheless agree that the court should endeavor to give effect to the parties' intentions as reflected in such provision to the extent possible. All other provisions of the Agreement remain in full force and effect. You agree that regardless of any statute or law to the contrary, any claim or cause of action arising out of or related to use of the Service or the Agreement must be filed within one (1) year after such claim or cause of action arose or it shall be forever barred eLearnify.net® shall not be responsible to you or any of your Enrollees as a result of any delay or default in the carrying out of its obligations hereunder, which delay or default is due in whole or in part to an event beyond the control of eLearnify.net®.

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