



## Aforza Academy Terms of Service

PLEASE READ THESE TERMS OF SERVICE CAREFULLY AS THEY CONTAIN IMPORTANT INFORMATION REGARDING YOUR LEGAL RIGHTS, REMEDIES, AND OBLIGATIONS. THESE INCLUDE VARIOUS LIMITATIONS AND EXCLUSIONS, AND A CLAUSE THAT SETS FORTH GOVERNING LAW AND JURISDICTION AND VENUE FOR DISPUTES.

Aforza limited (referred to as "Aforza," "us," "our," or "we") provides the Educational Services (defined below) subject to your compliance with these Terms of Service and any notices or policies referenced herein, as well as any other written agreement between us and you or your company. In addition, when using particular Educational Services, you shall be subject to any posted guidelines or rules applicable to such Educational Services that may contain terms and conditions in addition to those in these Terms of Service. All such guidelines or rules are hereby incorporated by reference into these Terms of Service. Each of you or us may also be referred to individually as a "party" and together as the "parties."

USE OF OUR EDUCATIONAL SERVICES, COURSES, CERTIFICATION PROGRAMS, EXAMS, LIBRARIES, PUBLICATIONS, ELECTRONIC LEARNING PLATFORMS, FORUMS AND TRAINING MATERIALS (COLLECTIVELY REFERRED TO AS "EDUCATIONAL SERVICES") IS CONDITIONED UPON THE ACCEPTANCE OF THESE TERMS BY YOU (ALSO REFERRED TO AS "PARTICIPANT"). IF THE INDIVIDUAL ACCEPTING THIS AGREEMENT IS ACCEPTING ON BEHALF OF A COMPANY OR OTHER LEGAL ENTITY, SUCH INDIVIDUAL REPRESENTS THAT THEY HAVE THE AUTHORITY TO BIND SUCH ENTITY AND ITS AFFILIATES TO THESE TERMS AND CONDITIONS, IN WHICH CASE THE TERM "PARTICIPANT" SHALL REFER TO SUCH ENTITY AND ITS AFFILIATES. IF THE INDIVIDUAL ACCEPTING THIS AGREEMENT DOES NOT HAVE SUCH AUTHORITY, OR DOES NOT AGREE WITH THESE TERMS AND CONDITIONS, SUCH INDIVIDUAL MUST NOT ACCEPT THIS AGREEMENT AND MAY NOT USE THE SERVICES. BY DOWNLOADING, INSTALLING, ACCESSING, VIEWING OR OTHERWISE USING THE EDUCATIONAL SERVICES, YOU AGREE THAT YOU HAVE READ, UNDERSTOOD, AND AGREE TO BE BOUND BY THESE TERMS OF SERVICE.

### **Your access to our Educational Services**

To access our Educational Services or some of the resources it offers, you may be asked to provide certain registration details or other information including, without limitation, your name, employer's name, email address and contact information. It is a condition of your use of our Educational Services that all the information you provide will be correct, current, and complete and that you will abide by these Terms of Service. If we believe that the information you provide is not correct, current, or complete or that you have violated any provision in these Terms of Service, we have the right to suspend your access to any of our Educational Services or the services of our third-party service partners, if any, and/or to temporarily suspend or permanently terminate your user account, with or without a prorated refund of any prepaid amounts, if any, in our sole discretion.

### **Privacy Policy; Certification Policy; Industry Partner Program**

The Educational Services may be provided using an online platform hosted by or on behalf of Aforza or a third party and accessible via a browser, a mobile application or other



software (each a “Site”). You agree that all information you provide to us using the Educational Services, is governed by our Privacy Policy, located at [www.aforza.com/privacy-policy](http://www.aforza.com/privacy-policy) which is incorporated by this reference, and you consent to all actions we take with respect to your information consistent with our Privacy Policy. You further agree your access to certain Educational Services may be subject to your agreement to additional terms specific to such programs which will be presented to you from time to time on the applicable Site.

### **Registration of Participants**

All Educational Services are subject to space availability and Aforza’s scheduling. Participants must promptly respond to all registration or information requests and forms required for Educational Services. Prior to the commencement of any Educational Services, and at any time upon our request, Participants must provide a comprehensive list of all individuals scheduled to attend courses. In the event that a scheduled individual is unable to attend, you may substitute that space for another individual upon written notice to Aforza. We do not guarantee the availability of a course.

### **Passwords**

If you choose, or are provided with, a user name, password or any other piece of information as part of our security procedures, you must treat such information as confidential, and you must not disclose it to any other person or entity. You also acknowledge that your account is personal to you and agree not to provide any other person with access to a Site or portions of it using your user name, password or other security information. You agree to notify us immediately of any unauthorized access to, or use of, your user name or password or any other breach of security. You also agree to exit from your account at the end of each session. You should use particular caution when accessing your account from a public or shared computer so that others are not able to view or record your password or other personal information.

### **Examination and Certification**

For Education Services which include examination and certification programs (collectively “Exam Materials”), you agree to not record, share, disclose or commit to memory for the purposes of sharing or disclosing Exam Materials with a third party. You agree you will not use or review any Exam Materials, which are not provided to you by our administrators. You agree not to register for the exam or apply for certification under more than one name or identity. You agree not to take the exam for any other person .

Upon completion of the requirements, satisfactorily passing the applicable certification exam(s), and payment of any applicable fees, you are eligible for certification. Additional requirements for each certification may be available on the applicable Site and/or presented to you as part of the Education Services. You acknowledge and agree that maintaining your certifications may require completion of continuing education and payment of additional fees. Additional requirements may include: (i) maintenance examinations that you must take on a regular basis (e.g., annually); and (ii) refresh examinations, which are an update of the entire exam that you must take at regularly scheduled intervals (e.g., every three (3) years).



You acknowledge and agree that failure to comply with these Terms of Service or applicable Aforza policies may result in ineligibility, suspension, cancellation and revocation of Your Certification.

### **Restrictions on your use**

You are granted a nonexclusive, non-transferable, revocable, limited license to access and use our Educational Services in accordance with these Terms of Service. Only the authorized registrant may participate as a licensee and user of our Educational Services. As a condition of your use of our Educational Services, you warrant to us that you will not use our Educational Services for any purpose that is prohibited by these Terms of Service including, without limitation, the following:

- Conduct or promote any illegal activities, including, but not limited to, intellectual property infringement or engage in conduct which we, in our sole discretion, find abusive or objectionable while using our Educational Services;
- Transmit any information that we believe to be, in our sole discretion, abusive, excessively violent, harmful to minors, harassing, defamatory, vulgar, obscene, lewd, lascivious, or otherwise objectionable;
- Attempt to reverse engineer or jeopardize the correct functioning of the Educational Services, or otherwise attempt to derive the source code of the software (including the tools, methods, processes, and infrastructure) that enables or underlies the Educational Services, if any;
- Attempt to gain access to secured portions of the Educational Services to which you do not possess access rights or obtain or attempt to obtain any materials, content, or information through any means not intentionally made available by us;
- Use the Educational Services or any materials we provide to you to generate unsolicited email advertisements or spam;
- Use the Educational Services or any other services made available by us in a manner for which it is not expressly authorized by us.

You agree to cooperate with us in investigating, preventing and ending any of the prohibited activities set forth in this section .

### **Payment of fees**

As a condition of accessing our Educational Services, and no later than ten (10) days prior to the start of Educational Services, you agree to pay all associated fees on a one-time or recurring basis, as otherwise required in the product description or payment screen. Unless we agree otherwise in writing, we will bill your credit card or accept payment through a third-party payment processor that we provide, such as PayPal, for all charges for Educational Services. You agree to provide us with accurate and complete billing information as required for us to process the fee, including, for example, valid credit card



information, your name, address, and email address, and to provide us with any changes in such information within 5 business days of the change. If, for any reason, your credit card company refuses to pay the amount billed for the Educational Services, you agree that we may, at our sole option, suspend or terminate your access to the Educational Services and require you to pay the overdue amount immediately by other means acceptable to us. Overdue amounts shall be subject to the lower of 1.5% interest per month or the highest rate permitted by law until completely paid off. All applicable local sales or use taxes, duties, and other imposts, if any, due on account of purchases hereunder shall be paid by Participant. In the event that legal action is necessary to collect on balances due, you agree to reimburse us for all expenses incurred to recover sums due, including attorney fees and other legal expenses.

### **Refunds and credits**

With regard to Educational Services scheduled to take place at a particular time, you must provide Aforza with written notice at least fifteen (15) days prior to the commencement of a course in order to receive a full refund (excluding any non-recoverable expenses incurred by Aforza). If such a refund request is made in writing between fifteen (15) and five (5) days prior to the commencement of a course, you may receive a credit to be applied towards another Educational Service, which shall expire within ninety (90) days from issuance. No refunds or credits will be issued to you if any cancellation or rescheduling requests are made within five (5) days prior to commencement of a course.

We will provide you with a full credit to be applied to future classes, which expires within one hundred twenty (120) days of issuance, in the event that we must cancel or reschedule a course for any reason. No refunds or credits are available for partially completed Educational Services.

### **Trademarks**

Our company name and all related logos, product and service names, designs and slogans are our trademarks or the trademarks of our affiliates or licensors. You must not use such marks without, in each case, our prior written permission .

### **Our proprietary information**

The material, content, and Educational Services provided by us or accessible from a Site or an Aforza provided website and any other website owned, operated, licensed, or otherwise controlled by us (the "Content") is our proprietary information or the proprietary information of the party that provided or licensed the Content to us, whereby we or such providing party retain(s) all right, title, and interest in the Content. Accordingly, the Content may not be copied, decompiled, reverse engineered, disassembled, transferred, distributed, republished, resold, sublicensed, uploaded, posted, used to create derivative works, modified, translated or transmitted in any way without our prior written consent or the prior written consent of the Content owner, except that you may print out a copy of the Content solely for your personal use, including as part of the applicable training or educational program. In doing so, you may not remove or alter, or cause to be removed or altered, any copyright, trademark, trade name, service mark, or any other proprietary notice or legend appearing on any of the Content. Modification or use of the Content except as



expressly provided in these Terms of Service violates our intellectual property rights. Neither title nor intellectual property rights are transferred to you by access to a Site or Educational Services. Notwithstanding this provision, users of our Educational Services and the Site are not permitted to use the Content as a component of, or basis for, a database prepared for use by the said user or any third party. Furthermore, all copies of Content, whether in print or electronic form, must incorporate all of our (or our third-party's) copyright and/or other intellectual property rights notices.

### **Your proprietary information**

We agree that, as between you and us, you own the data, documents, information and other material that you submit in the course of using the Site and Educational Services ("Submitted Content"). When submitting data, you, and not us, shall have sole responsibility for the accuracy, quality, integrity, legality, reliability, appropriateness, and intellectual property ownership or right to use of all Submitted Content. We shall not be responsible or liable for the deletion, correction, destruction, damage, loss, or failure to store any Submitted Content. By using the Services, each user represents and warrants to us that it has the legal right to submit the Submitted Content. You agree to indemnify, defend and hold us harmless from any liability caused by your submission of Submitted Content in violation of a third party's copyright or other rights of ownership. We reserve the right to withhold, remove and/or discard Submitted Content without notice for any breach, including without limitation, non-payment of fees. In addition, we reserve the right to withhold, remove and/or discard any Submitted Content submitted to us, which, in our sole opinion, is objectionable or otherwise in violation of our internal policies for publishable material. WE MAKE NO REPRESENTATION OR WARRANTY THAT ANY DATA SUBMITTED TO US WILL BE RETAINED FOR ANY PARTICULAR PERIOD OF TIME, AND YOU AGREE TO MAINTAIN ON YOUR SERVERS DUPLICATE COPIES OF ALL SUBMITTED CONTENT.

You agree and understand that we, and other third party services, may collect, process and use your data in order to: (i) provide the Educational Service and process Exam Materials and certifications; (ii) communicate exam results and certification status to your employer and to third parties via a publicly available website or other automated service; (iii) provide special services, programs, partnering or other benefits; (iv) confirm compliance with the Agreement, our policies and applicable laws; and (v) market and improve our and our affiliates' products and services including support, training and professional services. You authorize us and such third party providers to process your information accordingly.

### **User contributions**

You agree not to post or store on any Site, any software, information, data, databases, music, audio, video or audiovisual files, photographs, images, documents, text, digital files or other material ("Material") that violates or infringes anyone's intellectual-property rights (including copyrights, trademarks, trade secrets, patents, publicity rights or (to the extent protectable) confidential ideas) or that violates U.S. law or that is obscene, obscene as to minors, child pornography, defamatory, racist, lewd, lascivious, filthy, excessively violent, harassing, or otherwise objectionable.



By posting Material to a Site, you grant us a perpetual, irrevocable, nonexclusive, royalty-free worldwide license to reproduce, adapt, distribute, perform (either publicly or by digital audio transmission) and publicly display all or any portion of the Material on the Site (though we will obtain your permission before doing so with any Material that is not publically available on our Site). You further represent and warrant that you own all rights, titles, and interests in and to such Material in full and without restrictions.

You expressly agree that we may remove, disable, or restrict access to or the availability of any Material from the Site (including, but not limited to, Material that you have posted or stored) that we believe, in our sole discretion, violates the Terms of Service or that is the subject of a notification duly sent to us pursuant to the Digital Millennium Copyright Act or similar statute. If you believe that we have acted mistakenly with respect to certain material, you may contact us using one of the contact methods provided at the end of these Terms of Service, in which case we may investigate the matter further, though we retain full right and sole discretion as to whether or not to remove the material. Under no circumstances may we be held liable for removing, disabling, or restricting access to or the availability of Material. The provisions of this section are intended to implement these Terms of Service and are not intended to impose a contractual obligation on us to undertake, or refrain from undertaking any particular course of conduct.

### **Confidentiality**

For purposes of these Terms of Service, "Confidential Information" means all non-public information of ours disclosed to you in the course of using and accessing the Educational Services, whether disclosed orally, visually or in writing. Our Confidential Information includes, without limitation, the Educational Services, Exam Materials, program materials, communications from us, our and our subsidiaries' products and services, the terms of these Terms of Service and any other material made available by us to you, whether or not marked as confidential or proprietary.

You agree: (i) to keep confidential all of our Confidential Information; (ii) not to use or disclose our Confidential Information except with our prior written consent; (iii) at all times exercise at least the same degree of care in the protection of such Confidential Information as you use to protect your own confidential and proprietary information, but in no event less than reasonable care. Except as expressly set forth herein, no license or other rights to Confidential Information is granted or implied and we retain all intellectual property and all other rights therein. This Confidentiality section does not prohibit the disclosure of Confidential Information to the extent that such disclosure is required by law or order of a court or other compulsory governmental authority or regulation; provided that you first notify us in writing sufficiently in advance to afford us an opportunity to seek a protective order or other relief.

Confidential Information will not include information which: (i) is known publicly; (ii) is generally known in the industry before disclosure; (iii) has become known publicly, without fault of you, subsequent to disclosure by us or your company or an affiliate of your company; (iv) you become aware of from a third party not bound by non-disclosure obligations to us or your company or an affiliate of your company and with the lawful right to disclose such information to you.



Upon written request, you will immediately return or destroy (and certify such destruction in writing) all Confidential Information in your possession.

### **Termination**

We reserve the right to terminate these Terms of Service with immediate effect at any time and for any reason. Expiration or termination (for any reason) of these Terms of Service, shall not affect any accrued rights or liabilities which either party may then have nor shall it affect any clause which is expressly or by implication intended to continue in force after expiration or termination.

### **Educational Service update**

We may update the Educational Services from time to time. These updates may temporarily disrupt use of our Educational Services and are designed to improve, enhance, and further develop our Educational Services and may take the form of bug fixes, enhanced functions, new service offerings, and updated services. You agree to receive such updates as part of your use of the Educational Services.

### **Links**

Our Sites and Educational Services may contain links to other sites, which are not maintained by, or related to, us. Links to such sites are provided as a service to users and are not sponsored by or affiliated with us and may be subject to third party privacy policies and/or terms of use. We have not reviewed any or all of such sites and are not responsible for the content of those sites. We are not responsible for webcasting or any other form of transmission received from any linked site. Links are to be used and third-party sites accessed at the user's own risk, and we make no representations or warranties about the content, completeness or accuracy of these links or the sites hyper-linked to our Site or Educational Services. We provide links as a convenience, and the inclusion of any link to a third-party site does not necessarily imply endorsement by us of that site or any association with its operators.

### **Geographic restrictions**

Aforza's parent company Headquarters are in the United States and we make our Sites available in compliance with US law. When you use a Site or any of its content outside of the United States, you are responsible for complying with any additional laws and regulations which apply in your local jurisdiction . Access to a Site may not be legal by certain persons or in certain countries. If you access a Site from outside the United States, you do so on your own initiative and are responsible for compliance with U.S. and local laws.

### **Representations; Warranties; Disclaimer**

You are responsible for implementing sufficient procedures and checkpoints to satisfy your particular requirements for accuracy of data input and output, and for maintaining a means external to a Site for reconstruction of any lost data. We do not assume any responsibility or risk for your use of the Internet.



You represent and warrant that: (i) you have full power and authority to enter into these Terms of Service; (ii) you are the owner of, or are legally authorized to act on behalf of the owner of, all Submitted Content; (iii) you are the editorial and technical decision maker in relation to the Submitted Content for which the Educational Services are requested and implemented and that you have control over the way in which the Educational Services are implemented for your specific needs; (iv) we have never previously terminated or otherwise disabled an account created by you with us due to your breach of these Terms of Service or another agreement with us or due to impermissible activity; (vi) entering into or performing under these Terms of Service will not violate any agreement you have with a third-party or any third-party rights; and (vii) all of the information provided by you to us is current and correct.

YOUR USE OF OUR EDUCATIONAL SERVICES IS AT YOUR OWN RISK. THE EDUCATIONAL SERVICES ARE PROVIDED "AS IS" AND WITHOUT WARRANTIES OF ANY KIND, EITHER EXPRESSED OR IMPLIED. WE DISCLAIM ALL WARRANTIES, INCLUDING ANY IMPLIED WARRANTIES OF MERCHANTABILITY, FITNESS FOR A PARTICULAR PURPOSE, TITLE, AND NON- INFRINGEMENT. WE DO NOT WARRANT THAT THE FUNCTIONS OR CONTENT ASSOCIATED WITH OUR EDUCATIONAL SERVICES WILL BE UNINTERRUPTED OR ERROR-FREE, THAT DEFECTS WILL BE CORRECTED, OR THAT OUR SITES AND EDUCATIONAL SERVICES ARE FREE OF VIRUSES OR OTHER HARMFUL COMPONENTS. WE DO NOT WARRANT OR MAKE ANY REPRESENTATION REGARDING USE, OR THE RESULT OF USE, OF THE EDUCATIONAL SERVICES IN TERMS OF ACCURACY, RELIABILITY, OR OTHERWISE. THE EDUCATIONAL SERVICES MAY INCLUDE TECHNICAL INACCURACIES OR TYPOGRAPHICAL ERRORS, AND WE MAY MAKE CHANGES OR IMPROVEMENTS AT ANY TIME. YOU, AND NOT US, ASSUME THE ENTIRE COST OF ALL NECESSARY SERVICING, REPAIR OR CORRECTION IN THE EVENT OF ANY LOSS OR DAMAGE TO YOU OR YOUR PROPERTY ARISING FROM THE USE OF OUR EDUCATIONAL SERVICES OR CONTENT.

All of the information in our Educational Services, whether historical in nature or forward-looking, speaks only as of the date the information is posted, and we do not undertake any obligation to update such information after it is posted or to remove such information from our Educational Services if it is not, or is no longer accurate or complete.

### **Limitation of liability**

WE, OUR SUBSIDIARIES, AFFILIATES, LICENSORS, SERVICE PROVIDERS, CONTENT PROVIDERS, EMPLOYEES, AGENTS, OFFICERS, AND DIRECTORS WILL NOT BE LIABLE FOR ANY INCIDENTAL, INDIRECT, PUNITIVE, CONSEQUENTIAL, SPECIAL, EXEMPLARY, OR OTHER DAMAGES, INCLUDING LOSS OF REVENUE OR INCOME, PAIN AND SUFFERING, EMOTIONAL DISTRESS, OR SIMILAR DAMAGES, EVEN IF WE HAVE BEEN ADVISED OF THE POSSIBILITY OF SUCH DAMAGES. IN NO EVENT WILL OUR COLLECTIVE LIABILITY AND THE COLLECTIVE LIABILITY OF OUR SUBSIDIARIES, AFFILIATES, LICENSORS, SERVICE PROVIDERS, CONTENT PROVIDERS, EMPLOYEES, AGENTS, OFFICERS, AND DIRECTORS TO ANY PARTY (REGARDLESS OF THE FORM OF ACTION, WHETHER IN CONTRACT, TORT, OR OTHERWISE) EXCEED THE FEES PAID FOR THE PRIOR TO THE EVENT GIVING RISE TO SUCH LIABILITY, IF ANY. IN ALL CASES, WE (AND OUR SUPPLIERS AND DISTRIBUTORS) WILL NOT BE LIABLE FOR ANY LOSS OR DAMAGE THAT IS NOT REASONABLY FORESEEABLE. Each party acknowledges that the



other party has agreed to these Terms of Service in reliance on the limitation of liability stated herein and that those limitations are an essential basis of the bargain between the parties.

### **Indemnity**

You will indemnify and hold us, our subsidiaries, affiliates, licensors, content providers, service providers, employees, agents, officers, directors, and contractors (the "Indemnified Parties") harmless from any claims or liabilities arising out of or related to breach of these Terms of Service by you. You agree that the Indemnified Parties will have no liability in connection with any such breach, Submitted Content, or unauthorized use, and you agree to indemnify any and all resulting loss, damages, judgments, awards, costs, expenses, and attorneys' fees of the Indemnified Parties in connection therewith.

### **Security**

You are prohibited from using any Educational Services or facilities provided in connection with a Site to compromise security or tamper with system resources and/or accounts. The use or distribution of tools designed for compromising security (e.g., password guessing programs, cracking tools or network probing tools) is strictly prohibited. If you become involved in any violation of system security, we reserve the right to release your details to system administrators at other sites in order to assist them in resolving security incidents. We reserve the right to investigate suspected violations of these Terms of Service.

You acknowledge that we will fully cooperate with any law enforcement authorities or court order requesting or directing us to disclose the identity of anyone posting any e-mail messages, or publishing or otherwise making available any materials that are believed to violate these Terms of Service. BY ACCEPTING THIS AGREEMENT, YOU HOLD US HARMLESS AND WAIVE ANY CLAIMS RESULTING FROM ANY ACTION TAKEN BY US DURING OR AS A RESULT OF OUR INVESTIGATIONS AND/OR FROM ANY ACTIONS TAKEN AS A CONSEQUENCE OF INVESTIGATIONS BY US OR BY LAW ENFORCEMENT AUTHORITIES.

### **No waiver**

No delay or failure by us to enforce any of these Terms of Service shall constitute a waiver of any of our rights under these Terms of Service. Neither the receipt of any funds by us nor the reliance of any person on our actions shall be deemed to constitute a waiver of any part of these Terms of Service. Only a specific, written waiver signed by our authorized representative shall have any legal effect.

### **Severability**

If any clause or provision set forth in this Terms of Service statement is determined to be illegal, invalid or unenforceable under present or future law, the clause or provision shall be deemed to be deleted without affecting the enforceability of all remaining clauses or provisions.

### **Export control and restricted countries**

You may not use, export, re-export, import, or transfer the Educational Services except as authorized by United States law, the laws of the jurisdiction in which you obtained the



Educational Services, and any other applicable laws. In particular, but without limitation, the Educational Services may not be exported or re-exported: (a) into any United States embargoed countries; or (b) to anyone on the U.S. Treasury Department's list of Specially Designated Nationals or the U.S. Department of Commerce's Denied Person's List or Entity List. By using our Educational Services, you represent and warrant that (i) neither you nor your listed residence is located in a country that is subject to a U.S. Government embargo, or that has been designated by the U.S. Government as a "terrorist supporting" country and (ii) you are not listed on any U.S. Government list of prohibited or restricted parties. You will not use the Educational Services for any purposes prohibited by U.S. or international laws.

### **Governing law**

These Terms of Service and any disputes arising under or related to these Terms of Service and/or our Privacy Policy will be governed by U.S. federal law and the laws of the State of California, without reference to its conflict of law principles and without regard to the United Nations Convention on Contracts for the International Sale of Goods.

### **Disputes; Arbitration; Injunctive Relief**

The parties shall attempt to resolve all disputes arising out of or relating to these Terms of Service amicably through good faith discussions upon the written request of either party. In the event that any dispute cannot be resolved thereby within a period of sixty (60) days after such notice has been given (the last day of such sixty (60) day period being herein referred to as the "Arbitration Date," such dispute shall be finally settled by arbitration, using the English language and in accordance with the arbitration rules and procedures of the Judicial Arbitrator Group, Inc. ("JAG") then in effect, by one or more commercial arbitrator(s) with substantial experience in resolving commercial contract disputes, who may or may not be selected from the appropriate list of JAG arbitrators. If the parties cannot agree upon the number and identity of the arbitrators within fifteen (15) days following the Arbitration Date, then a single arbitrator shall be selected on an expedited basis in accordance with JAG rules, provided that any arbitrator so selected shall have substantial experience in commercial contract disputes. Judgment upon the award so rendered may be entered in a court having jurisdiction or application may be made to such court for judicial acceptance of any award and an order of enforcement, as the case may be. For the avoidance of doubt, the validity, construction, and enforceability of these Terms of Service and the resolution of disputes arising out of and relating to this Terms of Service and any related agreements, collectively or separately, shall be governed solely by this Section.

No recovery may be sought or received for damages other than out-of-pocket expenses, except that the prevailing party will be entitled to costs and attorneys' fees. Any claim under these Terms of Service must be brought within one (1) year after the cause of action arises, or such claim or cause of action is barred.

The parties shall maintain the confidential nature of any arbitration or court proceeding and award, except as may be necessary to prepare for or conduct the arbitration hearing, or except as may be necessary in connection with a court application for a preliminary remedy, a judicial challenge to an award or its enforcement, or unless otherwise required by law or judicial decision.



Notwithstanding the above, either party may seek and obtain an injunction or other appropriate relief from any court of competent jurisdiction to preserve or protect intellectual property rights, without the requirement of posting a bond; provided, however, that any such injunctive relief shall be in addition to, and not in lieu of, arbitration.

### **Feedback and information you send to us**

We may provide you from time to time with the ability to contact us through email addresses, contact forms, or other means. To the extent that you do so and send along any ideas, suggestions, inventions, materials, input, feedback, or anything of a similar nature ("Feedback"), you grant to us and our affiliates a worldwide, perpetual, irrevocable, royalty-free license to use and incorporate the Feedback into our products and services. .

### **Miscellaneous**

We operate as independent contractors and these Terms of Service do not create an agency, partnership, or joint venture between us and you. Unless stated otherwise in these Terms of Service, these Terms of Service do not create any third-party beneficiary rights. You may not assign your rights and obligations under these Terms of Service to any third party, and any purported attempt to do so shall be null and void. We may freely assign our rights and obligations under these Terms of Service.

In addition to any excuse provided by applicable law, we shall be excused from liability for non-delivery or delay in delivery or availability of Educational Services arising from any event beyond our reasonable control, whether or not foreseeable by either party, including, but not limited to labour disturbance, war, fire, accident, adverse weather, governmental act or regulation, and other causes or events, whether or not similar to those which are enumerated above. In the event that our Educational Services are delayed due to unavailability of personnel or scheduling conflicts, we will employ our commercially reasonable efforts to reschedule the Educational Services at the soonest possible date and/or make other arrangements with you directly, at our option and sole discretion.

This English-language Terms of Service statement is our official agreement with Participants. In case of any inconsistency between this English-language Terms of Service statement and its translation into another language, this English-language document shall control.

### **Changes to these terms**

We reserve the right, in our sole discretion, to modify, amend, supplement, alter, or otherwise change these Terms of Service at any time. We will provide notice of such change on our website at [www.Aforza.com](http://www.Aforza.com) , the Site or to you by email. Please review the Terms of Service and/or additional terms periodically for changes. Your continued use of our Educational Services constitutes your acceptance of and agreement to be bound by these changes . If, at any time, you determine that you do not accept these changes, you must stop using our Educational Services.

### **How can you contact us?**

If you have any questions about these Terms of Service or our Educational Services, please contact us via the following:



- By email at [training@Aforza.com](mailto:training@Aforza.com)