

Terms of Use and Cancellation Policy for CriticalPoint's Live Virtual

Terms of Use

Subject to receipt by CriticalPoint, LLC (the "Company") of an online acceptance of these Terms of Use and Cancellation Policy (the "Terms of Use") upon the purchase of CriticalPoint's Live Virtual Training, such acceptance by you individually ("you" or "your"), and by you as an authorized representative of your employer organization ("Organization") that you previously named as part of your registration to attend the Training Session, the Company will make available to you via a download link some or all of the following handout materials, which are owned by the Company (or licensed to the Company by an affiliate): electronic files in PDF and PowerPoint format (or materials in a different format and media) containing a library of documents in the nature of training resources (the "Training Content" and the "Content"). Such delivery of the Content to you shall be subject to the limited license described below and further subject to and in consideration of your agreement and your Organization's agreement to the provisions of these Terms of Use.

1. The Content is owned and copyrighted by the Company (or an affiliate of the Company), and all rights in the Content are reserved by the Company (on its behalf or on behalf of such affiliate or both). The Content may not be used, reproduced, modified, downloaded, published, disseminated, or transferred in any form or by any means except that (a) the Content may be used by you or your Organization only to present the Content for educational purposes and only within your Organization; and (b) whether or not so modified, the Content may be reproduced by you or your Organization for use only for your Organization's internal business purposes at its business location that you listed as part of your online registration for the Training Session, and not for any commercial or other purposes. All reproductions and all pages of the Training Content shall include the following legend: "Copyright © 2008–2021 CriticalPoint® and its affiliates — All rights reserved. Use of this educational material is subject to the Terms of Use." You and your Organization agree that (a) your Organization will inform its employees who obtain access to the Content that (i) they may not reproduce, modify, download, publish, disseminate, or transfer in any form or by any means any of the Content except as permitted above; (ii) the Training Content is an educational resource only and is not intended to be used as a final product or without expert advice when appropriate; and (iii) the Company has disclaimed all warranties and liabilities arising out of the use of the Content by the Organization and by such employees; and (b) your Organization will be responsible to the Company and will indemnify the Company (and its affiliates) according to Section 2 below for any violation of such use restrictions or for any claims made by such employees or by any third parties against the Company (or an affiliate) with respect to the Content.

2. All Content is delivered on an "AS IS" basis, WITHOUT ANY WARRANTY, EXPRESS OR IMPLIED, INCLUDING WARRANTY OF MERCHANTABILITY OR FITNESS FOR A PARTICULAR PURPOSE, WHICH ARE HEREBY DISCLAIMED. You and your Organization and its employees shall be solely responsible for complying with applicable local, state, and federal laws with respect to the subject matter of the Content. You and your Organization hereby release the Company from all claims and liability related to your use (or use by your Organization and its employees) of the Content; and your Organization hereby agrees to hold harmless and indemnify the Company (and its affiliates) from and against any and all liabilities, losses, or expenses (including reasonable attorneys' fees) incurred by the Company (or affiliate) arising out of or related to (a) your breach or your Organization's breach of your respective obligations hereunder; (b) violations of use restrictions set forth in Section 1 by you, your Organization, or any of its employees; and (c) any claims by you, your Organization, or its employees or any third parties based on your, your



Terms of Use and Cancellation Policy for CriticalPoint's Live Virtual Training

Organization's, or its employees' use of the Content. In no event shall the Company's (and its affiliates') aggregate liability to you, your Organization, and any of its employees for any claims arising out of the use of the Content exceed \$50.00; and in no event shall the Company (and its affiliates) be liable to you, your Organization, or any of its employees for any indirect, special, incidental, consequential, or similar damages, including but not limited to lost profits or other monetary loss, even if the Company is advised in advance of the possibility of such damages.

3. Your and your Organization's and its employees' rights to the Content as stated in these Terms of Use shall terminate immediately at such time that CriticalPoint notifies you or your Organization that the right and license to use the Content have been terminated due to your breach (or your Organization's breach) of the obligations under these Terms of Use, at which time all access and use of the Content by you, your Organization, and its employees shall cease.

4. You and your Organization agree that all matters relating to the use of the Content shall be governed by New Jersey law, without regard to conflict of laws principles; and you also agree and hereby submit yourself to the exclusive jurisdiction of the state and federal courts of New Jersey.

5. By your acceptance of these Terms of Use, you hereby also confirm that you are authorized to accept these Terms of Use on behalf of your Organization.

Cancellation Policy for Live Virtual Training

Program Cancellation

CriticalPoint reserves the right to cancel a program at any time due to a faculty conflict or low enrollment. In the event of a Live Virtual Training Program cancellation, registrants will be issued a full refund for the program or be given the opportunity to reschedule for another available class. This cancellation policy applies to all Live Virtual Training Programs unless otherwise noted on the program's information page.

Faculty Conflict

In the event of faculty conflict for a Live Virtual Training Program, a cancellation determination will be made no later than 14 business days prior to the start of the scheduled course offering. Every effort will be made to schedule registrants for the cancelled course in the next scheduled course offering depending on availability.

Low Enrollment

A minimum number of registrants for Live Virtual Training Programs are required. In the event of enrollment below the minimum for a course, a cancellation determination will be made no later than 14 business days prior to the start of the scheduled course offering. Every effort will be made to schedule registrants for the cancelled course in the next available course offering. In the event of a Live Virtual Training Program cancellation due to low enrollment, registrants will be issued a full refund or be given the opportunity to reschedule for another available course.

Registration Deferment

Registration may be deferred one time only to a later scheduled course depending on availability. All registration deferment requests must be submitted in writing to CriticalPoint's Virtual Training Customer Service at virtualtraining@criticalpointce.com at least 10 business days prior to program.



Terms of Use and Cancellation Policy for CriticalPoint's Live Virtual Training

Registration Transfers

Individuals attending the course in place of the registered individual will be honored up to the program start date. All registration transfer requests must be submitted in writing to CriticalPoint's Virtual Training Customer Service at virtualtraining@criticalpointce.com at least 5 business days prior to program.

Refunds

No refunds are offered for missed or partially attended Virtual Training courses (includes Live and On-Demand).