

1. Acceptance of this Agreement

- 1.1. By submitting a registration form or payment form for any of the Acorn Learning Events, the participant (“You” or “Your”) agrees to the terms and conditions, obligations, representations, warranties, and agreements contained herein (the “Agreement”). In the event you are not willing to accept the Agreement, You shall not be authorized or allowed to proceed further to view or use in any manner any content, information, products and services (“Services”) published, available or provided through/via acornevaluation.com or acornlearning.com (the “Website”), which is owned, maintained and monitored by Acorn Evaluation Inc. (“Us”, “We” or “Our”)

2. User ID/Password, Registration, Refunds, Deferral and Transfer Options, CEUs

- 2.1. By entering into this Agreement, You acknowledge and agree that Your user ID and password to be assigned upon successful learning event registration (“Participant Account”) is for Your exclusive use only. **Use or sharing of Your Participant Account with another user is not permitted** and is cause for immediate blocking of Your access to the Website, the Services and the Content and termination of this Agreement.
- 2.2. You agree that You are solely responsible for maintaining the confidentiality of Your Participant Account and for all activities that occur under it. You agree to immediately notify our customer support team at support@acornevaluation.com if you become aware of or have reason to believe that there is any unauthorized use of Your Participant Account. You also agree to take all reasonable steps to stop such unauthorized use and to cooperate with Us in any investigation of such unauthorized uses. We shall not under any circumstances be held liable for any claims related to the use or misuse of Your Participant Account due to the activities of any third party outside of our control or due to Your failure to maintain the confidentiality and security of Your Participant Account.
- 2.3. You agree that learning event registration is for a single participant and cannot be split between multiple registrants. You further agree that once registration is complete and payment has been received, there are no refunds for any reason (all registrations and payments are final and non-refundable).
- 2.4. You agree to Our *Deferral/Transfer Options*
- 2.4.1. **Certificate Programs and Learning Events Longer than 1 Week in Duration:**
Purchasers may defer enrollment or transfer enrollment to another person in their agency by notifying support@acornevaluation.com, in writing, within 7 days of the session's start date. Purchasers receive a credit for the amount paid and can: a) apply the credit to a future session, b) enroll in another learning event of

equal value, c) enroll in another learning event with higher value and pay the difference, or d) enroll another person in their agency. Deferred or transferred credit must be used and the Learning Event started within 12 months of the original registration date. Requests submitted less than 7 days prior to the Learning Event start date cannot be deferred or transferred. All payments are nonrefundable.

2.4.2. Learning Events Less than 1 Week in Duration: Purchasers may defer enrollment or transfer enrollment to another person in their agency by notifying support@acornevaluation.com, in writing, by the end of the first day of the Learning Event. Purchasers receive a credit for the amount paid and can: a) apply the credit to a future session, b) enroll in another learning event of equal value, c) enroll in another learning event with higher value and pay the difference, or d) enroll another person in their agency. Deferred or transferred credit must be used and the Learning Event started within 12 months of the original registration date. Requests submitted more than 1 day after the first day of the Learning Event cannot be deferred or transferred. All payments are nonrefundable.

2.5. You agree that We hold full authority over the awarding of CEUs for any learning event and that all learning event requirements must be met prior to You receiving any CEUs.

2.6. You agree that We hold full authority over the creation and distribution of digital badges for learning event and that all learning event requirements must be met prior to YOU receiving any digital badge.

3. Content

3.1. As a part of the professional development learning events offered through our Website, We shall grant You access to our content, learning event material, and other information, documents, data which may be in audio/video, written, graphic, recorded, photographic or any machine-readable format in relation to the specific learning event You have registered for ("Content and Courseware").

3.2. We reserve the right to amend, revise or update the Content and Courseware offered to You.

4. Usage of the Website, Services, and Learning Management System

4.1. If registered for a learning event administered through our Learning Management System, Canvas ("LMS"), we grant you a personal, restricted, non-transferable, non-exclusive and revocable license to use the LMS, the Services and the Content and Courseware offered through the LMS until the time the completion of the learning event that You have enrolled for or termination of this Agreement according to the

terms and conditions set forth herein, whichever is earlier. The Services and the Content and Courseware are provided solely for Your personal and non-commercial use to assist you in completing the learning event You have registered for (“Restricted Purpose”).

4.2. You are permitted online access to the LMS, the Services and the Content and Courseware and may download, save, or print the Content and Courseware solely for the Restricted Purpose.

4.3. You are not permitted to reproduce, transmit, distribute, sub-license, broadcast, disseminate or prepare derivative works of the Content and Courseware, or any part thereof, in any manner or through any communication channels or means, for any purpose other than the Restricted Purpose, without Our prior written consent.

5. Intellectual Property Rights

5.1. While You are granted a limited and non-exclusive right to use the LMS, the Services and the Content and Courseware for the Restricted Purpose as set forth in this Agreement, You acknowledge and agree that We are the sole and exclusive owner of the LMS, the Services and the Content and Courseware and as such are vested with all intellectual property rights and other proprietary rights in the LMS, the Services and the Content and Courseware. Acorn Evaluation intellectual property is protected by a registered trademark.

5.2. You acknowledge and agree that this Agreement other than permitting You to use the LMS, the Services and the Content and Courseware for the Restricted Purpose does not convey to You in any manner or form any right, title or interest of a proprietary or any other nature in the LMS, the Services and the Content and Courseware.

6. Usage of Personal Information of Participants

6.1. We reserve the right to feature Your picture in any photos, videos, or other promotional material used by Us. Further, We may use Your personal information to inform You about other learning events offered by Us. However, We shall not distribute or share Your personal information with any third party marketing database or disclose Your personal information to any third party except on a case-by-case basis after proper verification of such third party or if required under any applicable law.

7. Limitation of Liability

7.1. You expressly agree that use of the LMS, the Services and the Content and Courseware are at Your sole risk. We do not warrant that the LMS or the Services or access to the Content and Courseware will be uninterrupted or error free; nor is

there any warranty as to the results that may be obtained from the use of the LMS, the Services or the Content and Courseware or as to the accuracy or reliability of any information provided through the LMS, the Services or the Content and Courseware. In no event will We or any person or entity involved in creating, producing or distributing the LMS, the Services or the Content and Courseware be liable for any direct, indirect, incidental, special or consequential damages arising out of the use of or inability to use the LMS, the Services or the Content and Courseware.

- 7.2.** The disclaimer of liability contained in this clause applies to any and all damages or injury caused by any failure of performance, error, omission, interruption, deletion, defect, delay in operation or transmission, computer virus, communication line failure, theft or destruction or unauthorized access to, alteration of, or use of records or any other material, whether for breach of contract, negligence, or under any other cause of action.
- 7.3.** You hereby specifically acknowledge that We are not liable for any defamatory, offensive, wrongful, or illegal conduct of third parties, or other users of the LMS, the Services or the Content and Courseware and that the risk of damage or injury from the foregoing rests entirely with each user.
- 7.4.** You agree that Our liability or the liability of Our affiliates, directors, officers, employees, agents and licensors, if any, arising out of any kind of legal claim (whether in contract, tort or otherwise) in any way connected with the Services or the Content and Courseware shall not exceed the fee you paid to Us for the particular learning event.

8. Term and Termination

- 8.1.** This Agreement will become effective upon Your acceptance of the terms of this Agreement by Your checking the Terms and Conditions acknowledgement and clicking on the “Place Order” button and, subject to the terms and conditions of this Agreement, will remain in effect until You maintain a current, fully paid-up online Participant Account, or until terminated by Us, whichever is earlier.
- 8.2.** We reserve the right to terminate this Agreement and block Your access to the Content and Courseware with immediate effect by sending a written notice through email to You to this effect (“Immediate Termination Date”), if such termination is made as a result of Your misrepresentation, default, misconduct or breach of Your obligations related to or under this Agreement (“Event of Default”). On the occurrence of any Event of Default, We shall be authorized to exercise all the rights and remedies under this Agreement or applicable Law or available in equity to seek indemnification for any Loss or Claim resulting from any such Event of Default.
- 8.3.** The provisions of clause 4.3, clause 7.2, clause 8 and clause 11 of this Agreement shall survive the termination of this Agreement.

9. Indemnity

9.1. You agree to indemnify and hold Us, Our contractors, licensors, directors, officers, employees and agents, harmless from and against any and all claims, losses, damages, liabilities and expenses including attorneys' fees, arising out of Your unauthorized use of the LMS, the Services and the Content and Courseware or any violation or breach of this Agreement or any provisions hereof.

10. Waiver

10.1. Neither failure nor delay on the part of any party to exercise any right, remedy, power, or privilege hereunder shall operate as a waiver thereof, or of the exercise of any other right, remedy, power or privilege. No term of this Agreement shall be deemed waived, and no breach consented to, unless such waiver or consent shall be in writing and signed by the party claimed to have waived or consented. No waiver of any rights or consent to any breaches shall constitute a waiver of any other rights or consent to any other breach.

11. Severability

11.1. In the event any provision of this Agreement is held invalid or unenforceable under the applicable laws of California, the remaining provisions shall continue in full force and effect, and the Agreement shall be deemed to be reformed by replacing such invalidated or unenforceable provision with a valid and enforceable provision that gives effect as closely as possible to the intentions of the parties as expressed by the invalidated or unenforceable provision.

12. Governing Law and Jurisdiction

12.1. This Agreement shall be governed by and construed in accordance with the Laws of California, USA and the courts in California shall have the exclusive jurisdiction over any matter relating to, in connection with, or arising out of, this Agreement.

13. Amendment and Assignment

13.1. We reserve the right to unilaterally amend or modify this Agreement without giving any prior notification to You. We shall however publish the revised agreement on the Website so that You are aware of the revisions, modifications and amendments made by Us to this Agreement. You acknowledge and agree that it is Your responsibility to check the Website periodically for any revisions, modifications and amendments. Your continued use of or access to the LMS, the Services and the Content and Courseware following the posting of any changes to this Agreement shall constitute acceptance of those changes.

13.2. You are not permitted to assign this Agreement, or the rights and obligations mentioned in this Agreement to any third party and You only shall be held liable for any breach of this Agreement or any terms and conditions hereof.

14. Entire Agreement

14.1. This Agreement, along with the privacy policy, refund policy, rescheduling policy, terms of use and any additional guidelines, rules and/or disclaimers posted on the Website constitutes the entire agreement governing Your use of our Website and supersedes any prior agreements, if any, relating to any matter dealt with in this Agreement.