

TERMS OF SERVICE

These Learner TERMS OF SERVICE (“**Terms of Service**”) constitute a binding contract between you (“**Learner**” or “**Customer**” or “**Subscriber**” or “**You**”) and **KetteringGlobalX**, or “**University**” regarding the terms under which **KetteringGlobalX** will provide Learner with access to the Services.

BY CLICKING ON THE BUTTON MARKED “I ACCEPT”, Learner SIGNIFIES ITS AGREEMENT TO ABIDE BY THESE TERMS OF SERVICE (“Acceptance”). Learner agrees that its assent, given electronically, will have the same legal effect as if it had been personally signed by Learner. To the extent permitted by law, these Terms of Service are intended to supersede any provisions of applicable law, which might otherwise limit their enforceability or effect, because they were entered into electronically. Please print a copy of these Terms of Service for future reference.

1) TERMINOLOGY.

- “**Effective Date**” - refers to the date that **KetteringGlobalX** confirms Learner’s right to use the Learning Platform Website.
- “**Exercise Files**” - refers to the files (documents, exams, photos, videos and so on) that an author may use during the applicable course.
- “**Gift Subscription**” - refers to a right to use the Learning Platform Website as a recipient of a gift, i.e., the recipient does not have to provide credit/debit card information during the registration process. The sender of the Gift Subscription is not deemed a Learner but the recipient of a Gift Subscription will be deemed a Learner upon Acceptance of these Terms of Service.
- “**No Fee Trial**” - refers to a temporary right to use the Learning Platform Website at no charge during the permissible No Fee Trial period and in accordance with any applicable terms, including, but not limited to, Acceptance of these Terms of Service. A No Fee Trial may or may not require the insertion of credit/debit card information.
- “**Premium Content**” - means the Exercise Files and the Standard Content offering within the Learning Platform Website.
- “**Public Website**” - means that portion of the Website that is available for use by any person without the need to be a Learner.
- “**Services**” - means the Public Website, the Learner Platform Website, and their entire contents, features and functionality (including but not limited to, all information, software, text, displays, images, video and audio, and the design, selection and arrangement thereof, the Standard Content, the Exercise Files, and any documentation pertaining to the foregoing).
- “**Standard Content**” - refers to content within the Learner Platform Website that does not include the Exercise Files.
- “**Learner**” - also referred to as “**Member**”, refers to an individual/entity/organization/institution that has the right to access the Learner Platform Website via a Subscription Fee (“**Paid Subscription**”), Gift Subscription, No Fee Trial, or other basis. A Learner must be at least 18 years of age or, as applicable, the age of majority in the country, state or other jurisdiction in which the Learner resides (and if a minor, have the permission of a parent or legal guardian to access the Learner Platform Website), and possess the legal right and ability to enter into binding contracts. Furthermore, a Learner may be an ‘Individual’ or ‘Multi-User’ Learner as follows:
 - ‘**Individual Learner**,’ refers to a Subscription by one individual only (“**Individual Subscription**”); or
 - ‘**Multi-User Learner**,’ refers to an entity, organization, or institution, that subscribes to the Services for use by its constituents, who may include employees, students, faculty, or other end users, etc. (“**Constituents**”) (“**Multi-**

User Subscription”). The Learner under a Multi-User Subscription will remain liable for all acts or omissions of its Authorized End Users (defined below) with respect to access and use of the Services; furthermore and for the avoidance of doubt, the Learner will be responsible for ensuring that its Authorized End Users remain fully compliant with these Terms of Service, the [Privacy Policy](#) and the [Website Use Policy](#). With respect to a Multi-User Subscription, the following terms will apply:

1. **“Authorized End Users”**, refers to the Constituents of the Multi-User Learner. The number of Authorized End Users under any single Multi-User Subscription may not exceed the number of permitted seats paid under the Subscription (**“Maximum Seats”**). The Authorized End User’s identifier must not be of a generic nature. An example of a unique identifier is john.doe@company.com; examples of generic identifiers include the following: support@company.com or user1@university.edu.
 2. **“Master Administrator”** means the administrator designated by the Multi-User Learner who has reporting access and management tools and who may substitute Authorized End Users not to exceed the number of Maximum Seats.
- Learner agrees on behalf of itself and its Authorized End Users, where applicable, to treat password, usernames, and other security information (**“Authentication Information”**), as confidential and to not provide any other person with access to the Learner Platform Website or portions of it using Learner’s (or the Authorized End User’s) Authentication Information. Learner will notify the University immediately of any unauthorized access to, or use of, Authentication Information. The University has the right to disable any Learner or Authorized End User access to the Services at any time, in its sole discretion [for any or no reason, including] if, in the University’s opinion, Learner and/or Authorized End User has violated any provision of these Terms of Service or appear likely to do so.
 - **“Subscription”** - refers to a right to use the applicable portion of the Learner Platform Website as a Learner under a Paid Subscription, Gift Subscription, No Fee Trial, or other form of right and/or fee to access the Learner Platform Website.
 - **“Subscription Term”** - means the period of time that a Learner may utilize the applicable portion of the Learner Platform Website.
 - **“Learner Platform Website”** - means the applicable portion of the Website (i.e., Premium Content or Standard Content or any portion thereof), that is available only to a Learner.
 - **“Virus”** means any item or device (including any software, code, file or program) which is designed to prevent, impair or otherwise adversely affect the operation of any computer software, hardware or network, any telecommunications service, equipment or network or any other service or device; prevent, impair or otherwise adversely affect access to or the operation of any program or data, including the reliability of any program or data (whether by re-arranging, altering or erasing the program or data in whole or part or otherwise); or adversely affect the user experience, including worms, trojan horses, viruses and other similar things or devices.
 - **“Website”** - means all information, content, concepts, program interfaces, structures, functionality, computer code, published materials, electronic documents, graphic files and other technology inherent in University’s website locate globalx.kettering.edu (or such other web address notified by the University to Learners at any time), and includes the entirety of both the Learner Platform Website and the Public Website.

2) INFORMATION ABOUT THE UNIVERSITY

Kettering University dba **KetteringGlobalX**

1700 University Ave

Flint, MI 48504

3) LEARNER WARRANTIES, RIGHTS, REPRESENTATIONS, RESTRICTIONS, AND OBLIGATIONS.

- Subject to these Terms of Service, Learner will be granted a limited, non-exclusive, revocable, non-transferable, and non-sublicensable right to access that portion of the Learner Platform Website applicable to the Subscription type. By agreeing to grant such access, the University does not obligate itself to maintain the Website, or to maintain it in its present form. The University may upgrade, modify, change or enhance the Services and convert a Learner to a new version thereof at any time in its sole discretion, to the extent that this is not detrimental to Learner's use of the Services and on reasonable prior notice to Learner (unless the change is of critical business importance or outside the University's control, in which case the University will explain the reason for the changes as soon as is reasonably practicable).
- Learner agrees to abide by any rules or regulations that the University publishes with respect to conduct of Learners and other users of the Website, which rules and regulations are hereby incorporated into these Terms of Service by this reference. The University reserves the right to deny a Learner and/or an Authorized End User access to the Learner Platform Website if, in the University's sole discretion, Learner and/or Authorized End User has failed to abide by these Terms of Service or appear likely to do so.
- Learner accepts that the University in its sole discretion may, but has no obligation to, monitor the Services or any portion thereof, and/or to oversee compliance with these Terms of Service.
- Learner promises, acknowledges, and agrees on behalf of itself and its Authorized End Users (in the case of Multi-User Subscriptions) that:
 1. Access privileges may not be transferred to any third-parties;
 2. It will not access, store, distribute or transmit any Viruses;
 3. It will comply with all applicable laws and regulations with respect to use of the Services;
 4. It will not rent, lease, sublicense, re-sell, distribute, transfer, copy or modify the Services or any component thereof;
 5. It will not translate, decompile, or create or attempt to create, by reverse engineering or otherwise, the source code from the object code made available hereunder;
 6. It will not reproduce, distribute, modify, create derivative works of, publicly display, publicly perform, republish, download, store or transmit the Services or any portion thereof;
 7. It will not delete or alter any copyright, trademark or other proprietary rights notices from copies of materials from the Website or contained in the Services;
 8. It is solely responsible for acquiring, installing, operating and maintaining the hardware and software environment, network connections, and telecommunication links, necessary to access and use the Services;
 9. It will not use the Services in any manner, or in connection with any content, data, hardware, software or other materials that infringes upon or violates any patent, copyright, trade secret, trademark, or other intellectual property right of any third party, or that constitutes a defamation, libel, invasion of privacy, or violation of any right of publicity or other third party right, or that is threatening, harassing or malicious.

- If you are a Multi-User Learner, you promise to obtain any and all consents required by law, including, but not limited to, (i) consent to transfer personally identifiable information of your Authorized End Users, and your representatives, to the United States, if applicable, (ii) consent to compile reports as to usage of the Services by your Authorized End Users and provide such reports to you, and (iii) any other consents that may be required in order for us to provide the Services to you and your Authorized End Users. You promise to obtain necessary consents from all relevant bodies including Work Councils, from your Authorized End Users, from the parents or legal guardians of your Authorized End Users (where necessary), and from other applicable individuals.

4) AVAILABILITY OF WEBSITE.

Learner recognizes that the traffic of data through the Internet may cause delays during the download of information from the Website and accordingly, it shall not hold the University liable for delays that are ordinary in the course of Internet use. Learner further acknowledges and accepts that the Website will not be available on a continual twenty-four hour basis due to such delays, or delays caused by the University's upgrading, modification, or standard maintenance of the Website.

5) INTELLECTUAL PROPERTY RIGHTS.

- The Services are owned by the University, its licensors or other providers of such material, and are protected by United States and international copyright, trademark, patent, trade secret and other intellectual property or proprietary rights laws.
- No right, title or interest in or to the Services or any portion thereof, is transferred to any Learner or Authorized End User, and all rights not expressly granted herein, are reserved by the University.
- The University name, the University logo, and all related names, logos, product and service names, designs and slogans, are trademarks of the University or its affiliates or licensors. Learner may not use such marks without the prior written permission of the University. All other names, logos, product and service names, designs and slogans on this Website are the trademarks of their respective owners.

6) UNIVERSITY OBLIGATIONS.

The University will use commercially reasonable efforts to enable the Services to be accessible, except for scheduled maintenance and required repairs, and except for any interruption due to causes beyond the reasonable control of, or not reasonably foreseeable by the University, including, but not limited to, any Force Majeure Event (as defined below). The foregoing undertaking shall not apply to the extent of any non-conformance caused by use of the Services contrary to the University's instructions, or modification or alteration of the Services by any party other than the University. If the Services are in non-conformance with the foregoing undertaking, the University will, at its expense, use all reasonable commercial endeavors to correct any such non-conformance promptly, or provide Learner with an alternative means of accomplishing the desired performance.

7) FEES AND PAYMENT.

- **Subscription Fee.** Learner agrees to pay the appropriate fee corresponding to the particular Services that it wishes to access for the applicable Subscription Term ("**Subscription Fee**"). The University reserves the right to change the Subscription Fee with respect to a Renewal Term with prior written notification. Unless otherwise expressly stated, all fees are non-cancellable and non-refundable.
- **No Fee Trial.** If Learner cancels a No Fee Trial before it expires, Learner's credit/debit card will not be charged. If Learner does not cancel before expiration of the No Fee Trial, Learner

will automatically be enrolled in the appropriate membership (depending on Learner's No Fee Trial sign-up choice), and Learner's credit/debit card will be billed accordingly.

- **Gift Subscription.** If Learner receives a Gift Subscription, Learner shall not be required to provide the Learner's billing information.
- **Payment Details.** Recurring charges are billed in advance of service. Learner agrees to provide the University with valid, up-to-date and complete debit/credit card, contact and billing details. Learner further authorizes the University to bill such debit/credit card on the Effective Date (and corresponding Renewal Dates, if appropriate) for the Subscription Fee due for the Subscription Term (and Renewal Term). If, for any reason, Learner's credit/debit card company refuses to pay the amount billed for the Services, Learner agrees that University may, at its option, suspend or terminate Learner's subscription to the Services and require Learner to pay the overdue amount by other means acceptable to the University. University may charge a fee for reinstatement of suspended or terminated accounts. Learner agrees that until its subscription to the Services is properly terminated, it will continue to accrue charges for which it remains responsible, even if it does not use the Services. In the event legal action is necessary to collect on balances due, Learner agrees to reimburse the University for all expenses incurred to recover sums due, including attorney fees and other legal expenses. Unless otherwise expressly stated, all fees are stated in United States dollars.
- **Taxes.** Learner is responsible for all applicable sales, use, transfer or other taxes and all duties, whether international, national, state, or local, however designated, which are levied or imposed by reason of the transaction contemplated hereby, excluding, however, income taxes on profits which may be levied against the University.

8) TERM AND TERMINATION.

- **Term.**
 1. **General Subscription.** Learner may subscribe to the Services for the applicable term of the specific Subscription commencing on the Effective Date ("**Initial Term**"). Thereafter, the Subscription will renew automatically on the corresponding anniversary date ("**Renewal Date**") of the Effective Date (each "**Renewal Term**", and collectively with the Initial Term, the "**Subscription Term**"), until Learner notifies University of its intention not to renew with thirty days (30 days) notice prior to beginning an new set of courses.
 2. **No Fee Trial Subscription.** Learner may cancel a No Fee Trial at any time before it expires by following the relevant instructions. Continuance of the Subscription beyond the expiration of the No Fee Trial will incur the relevant fee.
- **Termination.** The University reserves the right to terminate or suspend access to all or any portion of the Services for violation or suspected violation of these Terms of Service.
- **Effect of Termination.** Learner will have no further rights to access the Learner Platform Website. Termination will not affect the rights or liabilities of either party that accrued prior to termination.

9) CONFIDENTIALITY.

Learner agrees to maintain the confidentiality of the University's Confidential Information. For the purposes of these Terms of Service, the term "Confidential Information" means all portions of the Services, including but not limited to, the Learner Platform Website.

10) THIRD PARTY LINKS OR INFORMATION.

This Website may contain links to other websites that are not operated by or related to the University. The University is not responsible for the content, accuracy or opinions expressed in such third party websites, and does not investigate, monitor, or check these websites for accuracy or completeness. The inclusion of any linked website on this Website does not imply approval or endorsement of the linked website by the University. A Learner that leaves this Website to access these third-party sites does so at its own risk

11) DISCLAIMERS OF STATEMENTS/WARRANTIES.

LEARNER'S USE OF THE SERVICES OR ITEMS OBTAINED THROUGH THE SERVICES IS AT ITS OWN RISK. THE SERVICES ARE PROVIDED ON AN "AS IS" AND "AS AVAILABLE" BASIS, WITHOUT ANY STATEMENTS OR WARRANTIES OF ANY KIND, EITHER EXPRESS OR IMPLIED. NEITHER UNIVERSITY, ITS AFFILIATES NOR ANY PERSON ASSOCIATED WITH THEM MAKES ANY STATEMENT, WARRANTY OR REPRESENTATION WITH RESPECT TO THE COMPLETENESS, SECURITY, RELIABILITY, QUALITY, ACCURACY OR AVAILABILITY OF THE SERVICES. WITHOUT LIMITING THE FOREGOING, NEITHER UNIVERSITY, ITS AFFILIATES NOR ANYONE ASSOCIATED WITH THEM PROMISES THAT THE SERVICES OR ITEMS OBTAINED THROUGH THE SERVICES OR ANY PORTION THEREOF, WILL BE ACCURATE, RELIABLE, ERROR-FREE OR UNINTERRUPTED, THAT DEFECTS WILL BE CORRECTED, THAT THE SERVICES OR THE WEBSITE OR THE SERVER THAT MAKES IT AVAILABLE, ARE FREE OF VIRUSES OR OTHER HARMFUL COMPONENTS, OR THAT THE SERVICES OR ITEMS OBTAINED THROUGH THE SERVICES WILL OTHERWISE MEET LEARNER'S NEEDS OR EXPECTATIONS. THE UNIVERSITY AND ITS AFFILIATES HEREBY DISCLAIMS ALL WARRANTIES OF ANY KIND, WHETHER EXPRESS OR IMPLIED, STATUTORY OR OTHERWISE, INCLUDING BUT NOT LIMITED TO ANY WARRANTIES OF MERCHANTABILITY, NON-INFRINGEMENT AND FITNESS FOR PARTICULAR PURPOSE. THE FOREGOING DOES NOT AFFECT ANY WARRANTIES WHICH CANNOT BE EXCLUDED OR LIMITED UNDER APPLICABLE LAW. NO VERBAL OR WRITTEN REPRESENTATIONS, INFORMATION OR ADVICE GIVEN BY THE UNIVERSITY, ITS AFFILIATES OR THEIR AUTHORIZED REPRESENTATIVE SHALL CREATE A WARRANTY OR IN ANY WAY INCREASE THE SCOPE OF THIS WARRANTY.

12) LIMITATION OF LIABILITY.

THE UNIVERSITY DOES NOT IN ANY WAY EXCLUDE OR LIMIT ITS LIABILITY FOR (I) DEATH OR PERSONAL INJURY CAUSED BY ITS NEGLIGENCE; (II) FRAUD OR FRAUDULENT MISREPRESENTATION; OR (III) ANY OTHER MATTER FOR WHICH IT WOULD BE ILLEGAL FOR THE UNIVERSITY TO EXCLUDE OR ATTEMPT TO EXCLUDE ITS LIABILITY.

SECTION 12 (B) APPLIES TO MULTI-USER LEARNERS:

IN NO EVENT SHALL THE UNIVERSITY, ITS AFFILIATES, LICENSORS, EMPLOYEES, AGENTS, OFFICERS OR DIRECTORS BE LIABLE TO LEARNER OR ANY THIRD PARTY FOR ANY SPECIAL, PUNITIVE, INCIDENTAL, INDIRECT OR CONSEQUENTIAL DAMAGES OF ANY KIND, OR ANY DAMAGES WHATSOEVER, INCLUDING, WITHOUT LIMITATION, THOSE RESULTING FROM LOSS OF USE, LOSS OF DATA, OR LOSS OF PROFITS, WHETHER OR NOT THE UNIVERSITY HAS BEEN ADVISED OF THE POSSIBILITY OF SUCH DAMAGES, AND ON ANY THEORY OF LIABILITY, ARISING OUT OF OR IN CONNECTION WITH THE USE OF THE SERVICES OR OF ANY WEB SITE REFERENCED OR LINKED TO FROM THE SERVICES. NOTWITHSTANDING ANYTHING TO THE CONTRARY IN THE FOREGOING, LEARNER'S EXCLUSIVE REMEDY AND THE UNIVERSITY AND ITS AFFILIATE'S ENTIRE LIABILITY, IF ANY, FOR ANY CLAIMS ARISING OUT OF THESE TERMS OF SERVICE, SHALL BE LIMITED TO THE LESSER OF (I) THE AMOUNT PAID BY LEARNER TO UNIVERSITY IN SUBSCRIPTION FEES DURING THE TWO (2) MONTH PERIOD IMMEDIATELY PRECEDING THE DATE ON WHICH THE CLAIM OR ACTION AROSE OR (II) TWO HUNDRED DOLLARS (\$200), REGARDLESS OF WHETHER THE CLAIM OR ACTION

IS BASED ON CONTRACT, TORT, WARRANTY, INDEMNIFICATION OR OTHERWISE. THE EXISTENCE OF MULTIPLE CLAIMS WILL NOT ENLARGE THIS LIMIT. LEARNER WILL BE RESPONSIBLE FOR ALL CLAIMS AND DAMAGES RESULTING FROM THE MISUSE OF THE SERVICES BY LEARNER AND/OR ITS AUTHORIZED END USERS.

13) INDEMNITY.

Learner agrees to compensate and defend fully the University, its officers, employees, agents, successors and assigns, from and against any damages, losses, and expenses (including reasonable attorneys' fees) resulting from any third-party claim, action or demand arising out of any breach by Learner of any representation, warranty, covenant, obligation or duty of Learner under this Agreement.

14) SURVIVAL.

All provisions relating to proprietary rights, payment of fees, confidentiality, disclaimer of warranty, indemnification, and limitation of liability, shall survive the expiration or earlier termination of these Terms of Service.

15) CHANGES.

Except, for any provisions determining the primary contractual obligations of Learner and University hereunder, the University has the right to revise and amend these Terms of Service from time to time to reflect changes in business needs including, but not limited to, changes in features and functionality, changes in market conditions, changes in technology, changes in payment methods, changes in relevant laws and regulatory requirements and changes in system capabilities. Changes are effective immediately upon posting and Learner's continued use of any of the Services following the posting of revised Terms of Service means that Learner accepts and agrees to the changes, to the extent permitted by applicable laws.

16) ASSIGNMENT.

Learner may not transfer these Terms of Service, in whole or in part. The University may transfer these Terms of Service and/or subcontract some or all of its obligations hereunder at any time.

17) INJUNCTIONS.

Learner acknowledges that a breach of any confidentiality or proprietary rights provision of these Terms of Service may cause the University irreparable damage, for which the award of damages would not be adequate compensation. Consequently, the University may seek an injunction to prevent Learner from taking any and all acts in violation of those provisions, which remedy shall be cumulative and not exclusive, and University may seek the entry of an injunction enjoining any breach or threatened breach of those provisions, in addition to any other relief to which University may be entitled at law or in equity.

18) GOVERNING LAW AND VENUE.

These Terms of Service shall be construed and governed by the laws of the State of Michigan, without regard to the principles of conflict of laws thereof. Learner agrees and accepts that any legal action or proceeding shall be brought in the federal or state courts for the State of Michigan, County of Genesee, and Learner expressly waives any objection to personal jurisdiction, venue or forum non conveniens. Additionally, in the event of any dispute or claim relating to or arising out of these Terms of Service (including, but not limited to, any claims of breach of contract, tort, infringement), Learner agrees that all such disputes/claims will be resolved by means of a court trial conducted by the superior or district court in Genesee County, Michigan, and Learner expressly waives any right it may otherwise have to a jury trial.

19) NOTICES.

The University may broadcast notices or messages through the Website to inform of changes to the Website or other matters of importance, and such broadcasts shall constitute notice to Learner to the extent permitted by applicable law. Any notices or communication under these Terms of Service will be deemed delivered to the party receiving such communication (a) on the delivery date if delivered personally to the party; (b) two business days after deposit with a commercial overnight carrier, with written verification of receipt; (c) five business days after the mailing date, if sent by mail, return receipt requested; (d) on the delivery date if transmitted by email; or within three (3) days after University posts a notice on the Website.

20) FORCE MAJEURE.

The University will not be liable or responsible for any failure to perform, or delay in performance of, any of its obligations that is caused by events outside its reasonable control ("**Force Majeure Event**"). A Force Majeure Event includes any act, event, non-happening, omission or accident beyond University's reasonable control including, but not limited to, restrictions of law, regulations, orders, or other governmental directives, labor disputes, acts of God, third party mechanical or other equipment breakdowns, terrorist attacks, fire, explosions, pandemic causing interruption in service, fiber optic cable cuts, interruption or failure of telecommunications or digital transmission links, Internet failures or delays, storms or other similar events.

21) PRIVACY POLICY AND WEBSITE USE POLICY.

Learner agrees to comply with the then-current Website Use Policy and Privacy Policy (collectively, the "**Policies**" and individually, the "**Policy**"). The University reserves the right to modify either Policy at any time, and to the extent permitted by applicable law, changes to the Policies are effective immediately upon posting on the Website. Learner's continued use of any portion or all, of the Services, following the posting of a revised Policy means that Learner accepts and agrees to the changes. In the event of an express conflict between the Terms of Service and the terms of the Policies, the Terms of Service will prevail.

22) CHILDREN.

We are not a site targeted at children or those under the age of 16. For additional information, please see our [Privacy Policy](#).

23) NO THIRD PARTY BENEFICIARIES.

No person or entity not a party to these Terms of Service will be deemed to be a third party beneficiary of these Terms of Service or any provision hereof.

24) SEVERABILITY.

If any provision of these Terms of Service are held by a court of competent jurisdiction to be contrary to law, such provision shall be changed and interpreted so as to best accomplish the objectives of the original provision to the fullest extent allowed by law and the remaining provisions of these Terms of Service will remain in full force and effect.

25) WAIVER AND AMENDMENT.

If the University fails to insist upon strict performance of Learner's obligations under any of these terms and conditions, or if the University fails to exercise any of the rights or remedies to which it is entitled under these Terms of Service, this will not constitute a waiver of such rights or remedies and will not relieve Learner from compliance with such obligations. No waiver by the University of any default will constitute a waiver of any subsequent default, and no waiver by the University of any of these terms and conditions will be effective unless it is expressly stated to be a waiver and is communicated to Learner in writing.

26) GEOGRAPHIC RESTRICTIONS.

Software, functionality, and/or features (collectively, "**Service Functionality**"), that may be available on or through Website from time-to-time, is subject to United States Export Controls. No Service Functionality from the Website may be downloaded or exported (a) into (or to a resident of) Cuba, Iraq, Libya, North Korea, Iran, Syria, or any other country which the United States has embargoed goods; or (b) anyone on the United States Treasury Department's list of Specially Designated Nationals or the United States Commerce Department's Table of Deny Orders. By downloading or using any Service Functionality, Learner represents and warrants that it (and its Authorized End Users, where applicable) are not located in, under the control of, or a national or resident of any such country or on any such list. Although the Website may be accessible worldwide, the University makes no representation that materials on the Website are appropriate or available for use in locations outside the United States, and accessing them from territories where their contents are illegal, is prohibited. Those who choose to access the Website from other locations do so at their own initiative and are responsible for compliance with local laws. Any offer for any product, service, and/or information made in connection with the Services is void where prohibited.

27) COMPLETE UNDERSTANDING.

These Terms of Service, together with the Privacy Policy, constitute the sole and entire agreement between Learner and University with respect to the Services and supersedes all prior and contemporaneous understandings, agreements, representations, warranties or terms and conditions, both written and oral, with respect to the Services.

EFFECTIVE DATE: October 26, 2020