

TERMS OF USE

To complete registration, carefully read the Terms of Use (TOU) below. If you agree to the terms, check the box on the registration form stating "I accept the Terms of Use." Please print the TOU for future reference. If you do not accept the TOU, you will not be able to complete your registration.

Agreement

The following describes the terms of an Agreement between you and Environment Rating Scales Institute/Branagh Information Group Inc (ERSI/BIG) that are effective from the moment you first access and register with the Training Portal, provided by ERSI/BIG (the "Service"). During the registration process you will be asked to review and accept these terms. If you do not agree to abide by these terms, you will not be able to access and use the Service. This Agreement is essential to create a base level of trust and understanding amongst the members of the Service to preserve the integrity and security of the course content.

ERSI/BIG reserves the right to amend this Agreement at any time and then update the amended terms on the Service. The amended terms will be effective upon the user's next use of the Service following their posting. It is your responsibility to keep track of the terms of this Agreement and to comply with any and all new/ revised terms.

Registration Obligations

In consideration of your use of the Service, you agree to:
(a) provide true, accurate, current, and complete information about yourself as prompted by the Service's registration form (such information being the "Registration Data") and
(b) maintain and promptly update the Registration Data to keep it true, accurate, current and complete. If you provide any information that is untrue, inaccurate, not current or incomplete, or ERSI/BIG has reasonable grounds to suspect that such information is untrue, inaccurate, not current or incomplete, ERSI/BIG has the right to suspend or terminate your account and refuse any and all current or future use of the Service (or any portion thereof).

User Account, Password And Security

Upon completing the Service's registration process, you will receive a password and user designation (the "Login Information"). Your Login Information is confidential and proprietary and may not be disclosed or shared with any third parties. You are responsible for the security of your Login Information and for all activities that occur under your account login. If your password is lost or if you suspect any unauthorized use of your Login Information or any other breach of security, you agree to immediately notify ERSI/BIG. ERSI/BIG cannot and will not be liable for any loss or damage arising from your failure to comply with this Section.

Member Conduct

You agree to not use the Service to:
(a) upload, post, or otherwise transmit any data that is unlawful, harmful, threatening, abusive, harassing, tortuous, defamatory, vulgar, obscene, libelous, invasive of another's privacy, hateful, or racially, ethnically or otherwise objectionable;
(b) harm minors in any way;

- (c) impersonate any person or entity, including, but not limited to, a ERSI/BIG official, community leader, forum moderator, or falsely state or otherwise misrepresent your affiliation with a person or entity;
- (d) forge headers or otherwise manipulate identifiers in order to disguise the origin of any data transmitted through the Service;
- (e) upload, post, or otherwise transmit any data that you do not have a right to transmit under any law or under contractual or fiduciary relationships (such as inside information, proprietary and confidential information learned or disclosed as part of employment relationships or under nondisclosure agreements);
- (f) upload, post, or otherwise transmit any data or content that infringes any patent, trademark, trade secret, copyright or other proprietary rights ("Rights") of any party;
- (g) upload, post, or otherwise transmit any unsolicited or unauthorized advertising, promotional materials, "junk mail," "spam," "chain letters," "pyramid schemes," or any other form of solicitation, except in areas that are designated for such purpose;
- (h) upload, post, or otherwise transmit any material that contains software viruses or any other computer code, files or programs designed to interrupt, destroy or limit the functionality of any computer software or hardware or telecommunications equipment;
- (i) interfere with or disrupt the Service or servers or networks connected to the Service, or disobey any requirements, procedures, policies or regulations of networks connected to the Service;
- (j) "stalk" or otherwise harass another; or
- (k) collect or store personal data about other users.
- (l) use any device, software or routine, including but not limited to any viruses, trojan horses, worms, time bombs or cancelbots, intended to damage or interfere with the proper working of the Site.
- (m) take any action that imposes an unreasonable or disproportionately large load on our infrastructure, including but not limited to "spam" or other such unsolicited mass e-mailing techniques. You will not interfere with the activities of other users of the Site.
- (n) Your data does not infringe or otherwise violate any patents, copyrights, trademarks, trade secrets, or any other proprietary rights of any third party.
- (o) Your data does not contain any virus, worm, Trojan horse or other routine intentionally designed to damage or allow unauthorized access to the Web Sites or any content or content on the Web Sites, or any other hardware, software or data.
- (p) Your data does not include material that may be used in any attempt to circumvent the user authentication or security of any host, network, or account, including the documentation and tutorials on tools designed for compromising security, such as password guessing programs, cracking tools, packet sniffers, or network probing tools.
- (q) Your data:(i) does not constitute or encourage a criminal or civil offense or unethical activity and do not otherwise give rise to liability; (ii) comply with all applicable laws, rules and regulations; (iii) does not contain any false, misleading, libelous or defamatory statements; (iv) does not constitute an invasion of the rights of privacy or publicity of any third party libelous; and (v) is not obscene, pornographic, threatening, sexually or racially or ethnically discriminatory, or otherwise objectionable or harmful.
- (r) You acknowledge that ERSI/BIG does not pre-screen Data, but that ERSI/BIG and its designees shall have the right (but not the obligation) in their sole discretion to refuse or move any data that is available via the Service. Without limiting the foregoing, ERSI/BIG and their designees shall have the right to remove any data that violates the TOU or is otherwise objectionable. You agree that you must evaluate, and bear all risks associated with, the use of any data, including any reliance on the accuracy, completeness, or usefulness of such data. In this regard, you acknowledge that you may not rely on any data created by ERSI/BIG or submitted to ERSI/BIG, and in all other parts of the Service.
- (s) You acknowledge and agree that ERSI/BIG may preserve data and may also disclose data if required to do so by law or in the good faith belief that such preservation or disclosure is reasonably necessary to: (a) comply with

legal process; (b) enforce the TOU; (c) respond to claims that any Data violates the rights of third-parties; or (d) protect the rights, property, or personal safety of ERSI/BIG, their users and the public.

(t) We reserve the right to take any action with respect to information posted on the Service that we deem appropriate in our sole discretion, including but not limited to termination of your rights of use. However, we do not regularly monitor and cannot, nor do we try to, control the information provided by users that is made available through our Service. You acknowledge that information sent or posted on the Service by other people may be offensive, harmful, inaccurate, mislabeled or deceptively labeled. We expect that you will use caution and common sense when using our Service.

(u) You understand that the technical processing and transmission of the Service, including your data, may involve (a) transmissions over various networks; and (b) changes to conform and adapt to technical requirements of connecting networks or devices.

(v) You acknowledge that we do not endorse and are not responsible for any information posted or Data contained on the Service.

Use Of Bots And Other Electronic Agents

You agree that you will not use any robot, bot, spider, or other automatic or manual device or process to monitor or copy any pages or data on the Service.

Confidentiality

Each party agrees to maintain in confidence all Confidential Information received from the other, both orally and in writing, and agrees not to disclose or otherwise make the Confidential Information available to any third party other than the sponsoring organization without the other party's prior written consent. The parties further agree to use the Confidential Information only for the purpose of performing this Agreement. Confidential Information includes, but is not limited to, all course content, student progress/grades, graphical designs, names, icons, interfaces, and other design elements (e.g. the selection and arrangement of materials therein and the "look and feel" thereof).

Ownership

ERSI/BIG retains all of its ownership rights in and to the Service including, but not limited to, all course content, graphical designs, names, icons, interfaces, and other design elements (e.g. the selection and arrangement of materials therein and the "look and feel" thereof).

You agree not to download or copy any course content without express written permission from ERSI/BIG.

Modifications To Service

ERSI/BIG reserves the right at any time and from time-to-time to modify or discontinue, temporarily or permanently, the Service (or any part thereof) with or without notice. You agree that ERSI/BIG shall not be liable to you or to any third party for any modification, suspension or discontinuance of the Service.

Termination

You may terminate this Agreement at any time by providing written notice to ERSI/BIG. ERSI/BIG may terminate this Agreement and users' use of the Service for any of the following reasons:

- 1) User's failure to comply with any term of this Agreement,
- 2) ERSI'S/BIG'S loss of rights to any part of the Service for reasons beyond its control,
- 3) User's lack of use of the Service,
- 4) ERSI'S/BIG'S belief that the user violated or acted inconsistently with the letter or spirit of the Service, or
- 5) Nonpayment of invoice or returned payment.

For all of the above situations, ERSI/BIG must provide written notice to the user of the termination of the Agreement and discontinuation of Service prior to the removal of user access.

Further, you agree that ERSI/BIG may in its sole discretion and at any time discontinue providing the Service, or any part thereof, with or without notice and acknowledge and agree that ERSI/BIG may immediately deactivate or delete your account and all related information and files in your account and / or bar any further access to such files or the Service without notice. In this respect, ERSI/BIG shall not be liable to you or any third party for any termination of your access to the Service.