

# SITETRACKER

## Training and Certification Terms and Conditions

**Last Updated:** July 1, 2022

### Overview

Sitetracker, Inc. (“**Sitetracker**”) may make available to Customers certain training classes (both live and on demand), certifications, and training services, (collectively, “**Training and Certification Products**”) solely for Customer’s non-competing, internal business purposes. As used herein, “**Customer**” means the party, entity or individual purchasing, or otherwise registering for, the Training and Certification Products from Sitetracker. If you are an individual purchasing or registering for the Training and Certification Products, you represent to Sitetracker that you are doing so (i) solely for non-competing, internal business purposes, and not as a consumer or for your personal use, and, if applicable, (ii) you have the authority to bind the entity and its affiliates (as applicable), for which you are purchasing or registering for the Training and Certification Products, to the Training and Certification Terms and Conditions (these “**Terms and Conditions**”). You hereby represent that you are not a direct competitor of Sitetracker. Sitetracker’s direct competitors are prohibited from purchasing and registering Training and Certification Products, except with Sitetracker’s prior written consent. By proceeding with purchasing or registering for Training and Certifications Products, you represent and agree to these Terms and Conditions.

### Location and Schedule

Private Training Classes: The location and start date for private training classes will be mutually agreed upon by Sitetracker and Customer. For private training classes that are held at Customer’s location, Customer shall provide Sitetracker an appropriate training room with a projector and an adequate Internet connection (including a hard-line connection if Wi-Fi is not adequate) and other requirements or capabilities reasonably requested by Sitetracker that are necessary for the training.

Public Training Classes: Public training classes are meant to be conducted online and may include other customers. The schedule of the public training classes will be made available by Sitetracker to you after your purchase or registration of the Training and Certification Products is complete.

### Cancellation and Rescheduling Policy for Instructor-led Classes

#### Customer Cancellation and Rescheduling for Instructor-led Classes

Sitetracker requires written notice of a cancellation or reschedule request no less than fourteen (14) calendar days prior to the class start date; otherwise, Customer will forfeit 100% of the pre-paid training fees and reimburse Sitetracker for all reasonable travel expenses incurred in connection with such cancelled training. Customer must send such notice in writing directly to Sitetracker.

#### Sitetracker Cancellation and Rescheduling for Instructor-led Classes

Sitetracker may cancel training classes more than fourteen (14) calendar days prior to the start date of the class (“**Cancellation**”). Customer will be notified by phone or email record on file with Sitetracker. Customer is responsible for any expenses Customer incurs arising from such Cancellation. In the event of a Cancellation, Customer will be able to register for a substitute class, if requested by Customer in writing no 2 later than 20 (twenty) calendar days after the Cancellation, and to the extent available.

## Other Terms and Conditions

Customer agrees to pay the total fee amount stated on a related order form (the “**Order Form**”), or the applicable Training and Certification Product website (the “**TCP Website**”). Fees paid for Sitetracker’s Training and Certifications Products hereunder may not be used for training delivered under a separate statement of work.

If Customer is purchasing directly from Sitetracker, then as between Sitetracker and Customer, the Training and Certifications Products as described herein are provided pursuant to these Terms and Conditions, the applicable terms and conditions stated and referenced in the Order Form (if any), and the underlying master agreement executed by the parties (if any) (the “**Master Agreement**,” and collectively with these Terms and Conditions, Order Form, the “**Agreement**”). In the event of a conflict between these Terms and Conditions, the Order Form (if any), and the Master Agreement, these Terms and Conditions shall prevail.

All Training and Certification Products are non-cancellable, non-transferable, non-refundable, cannot be used for services or activities other than for those purchased or registered, and not subject to acceptance. All Training and Certification Products must be consumed within twelve (12) months from the effective date of the purchase as specified on the related Order Form or the applicable TCP Website following Customer’s purchase or registration (the “**Effective Date**”). All and any services and activities unspecified hereunder are not included in Sitetracker’s offering of Training and Certification Products unless specifically identified as included in these Terms and Conditions. Any unused Training and Certification Products shall expire in their entirety within twelve (12) months from the Effective Date with no further credit or refund and shall have no value thereafter. Customer shall reimburse Sitetracker for all reasonable travel expenses incurred in connection with performance of the Training and Certification Products.

Any course materials provided or made available in connection with Training and Certification Products is deemed Sitetracker Property, as defined in the Agreement or the Master Agreement. In addition to the applicable restrictions in the Agreement or the Master Agreement, no part of any course materials may be used for any other purpose rather than the internal business purpose identified hereunder, reproduced, stored in a retrieval system, disseminated, transmitted, published in any form or by any means, including without limitation, electronic, mechanical, photocopying, photographing, recording or otherwise, or translated into any language, or shared with any unauthorized third party without the prior written permission from Sitetracker.

Sitracker may provide advertisements of third parties on our website and/or feature information, materials, products, or services provided by third parties, including without limitation, third party credit card processing services (collectively, “**Third Party Offerings**”). Sitetracker makes no representations with respect to, nor does it guarantee or endorse the quality, non-infringement, accuracy, completeness, timeliness, or reliability of such Third Party Offerings. Notwithstanding anything to the contrary in the Agreement, any correspondence, terms and conditions, agreements and any other dealings between Customer and any third parties regarding Third Party Offerings are solely between Customer and the specific third party or third parties, and Sitetracker is not a party. Sitetracker has no control over and expressly disclaims responsibility and liability for all third party provided information, materials, programs, products, and services covered on or accessed through a Sitetracker website, or otherwise made available to Customer in connection with the Training and Certification Products. By proceeding with purchasing or registering for Training and Certifications Products, you agree that Sitetracker shall not be responsible for any warranties, indemnitees, or any losses or damages of any sort incurred as a result of any of these dealings or as the result of the presence of such third parties on Sitetracker’s website.

SITETRACKER SPECIFICALLY DISCLAIMS ALL WARRANTIES OF ANY KIND, EITHER EXPRESS OR IMPLIED, STATUTORY OR OTHERWISE, WITH RESPECT TO THE TRAINING AND CERTIFICATION PRODUCTS INCLUDING ANY WARRANTIES OF MERCHANTABILITY, TITLE, NON-INFRINGEMENT, FITNESS FOR A PARTICULAR PURPOSE, FREEDOM FROM DEFECTS OR VIRUSES, OR AVAILABILITY.

FOR PURPOSES OF THESE TERMS AND CONDITIONS, EXCEPT TO THE EXTENT PROHIBITED

UNDER LAW, SITETRACKER SHALL NOT BE LIABLE FOR DAMAGES OF ANY KIND ARISING OUT OF OR IN CONNECTION WITH THE TRAINING AND CERTIFICATION PRODUCTS, INCLUDING ANY INDIRECT, SPECIAL, INCIDENTAL, CONSEQUENTIAL OR PUNITIVE DAMAGES, LOSS OF REVENUE OR PROFITS, LOSS OF DATA, COVER AND COSTS OF SUBSTITUTE GOODS OR SERVICES, HOWEVER CAUSED AND WHETHER IN CONTRACT, IN TORT OR UNDER ANY OTHER THEORY OF LIABILITY, AND WHETHER OR NOT SITETRACKER HAS BEEN ADVISED OF THE POSSIBILITY OF SUCH DAMAGES, AND REGARDLESS OF WHETHER SITETRACKER REVIEWED, MODERATED, COMMENTED ON OR CREATED THE TRAINING AND CERTIFICATION PRODUCTS GIVING RISE TO DAMAGES. IF SITETRACKER IS LIABLE TO CUSTOMER FOR DAMAGES OF ANY KIND, THEN SITETRACKER'S TOTAL, CUMULATIVE LIABILITY TO CUSTOMER, ARISING OUT OF OR RELATED TO THE TRAINING AND CERTIFICATION PRODUCTS, WHETHER IN CONTRACT, IN TORT OR UNDER ANY OTHER THEORY OF LIABILITY, WILL NOT EXCEED (A) \$1,000.00 USD FOR THOSE TRAINING AND CERTIFICATION PRODUCTS WHICH ARE PROVIDED BY SITETRACKER AT NO CHARGE, OR (B) THE FEES CHARGED BY SITETRACKER FOR THE TRAINING AND CERTIFICATION PRODUCTS AS SPECIFIED ON A RELATED ORDER FORM DURING THE 12 MONTH PERIOD BEFORE SUCH LIABILITY AROSE. MULTIPLE CLAIMS WILL NOT INCREASE THIS LIMIT. THE PARTIES HAVE AGREED THAT THE LIMITATIONS SET FORTH HEREIN WILL SURVIVE AND APPLY EVEN IF ANY LIMITED REMEDY SPECIFIED IN THIS AGREEMENT IS FOUND TO HAVE FAILED ITS ESSENTIAL PURPOSE.

Sitetracker reserves the right to amend these Terms and Conditions from time to time.