

Online Terms of Use for Course Enrollment, Acknowledgement, and Waiver

Sponsored by The Shared Assessments Program

1. Introduction

1.1. **Purpose:** These Online Terms of Use (the "Terms") govern the access and use of the educational content (the "Content") provided by Shared Assessments, LLC (the "Company"). Content may include, but is not limited to, Certified Third Party Risk Professional (CTPRP), Certified Third Party Assessor (CTPRA), TPRM Fundamentals courses, and various Master Classes and micro-learning courses.

1.2. **Scope:** By accessing or using the Content, you agree to be bound by these Terms. If you accept or agree to these Terms on behalf of a company or other legal entity, you represent and warrant that you have the authority to bind that company or other legal entity to these Terms and, in such event, "you" and "your" will refer and apply to that company or other legal entity in addition to you.

2. Intellectual Property Rights

2.1. **Ownership:** The Content, including all intellectual property rights therein, is owned by the Company or its licensors. You acknowledge and agree that the Company retains all rights, title, and interest in and to the Content.

2.2. **License Grant:** Subject to your compliance with these Terms, the Company grants you a limited, non-exclusive, non-transferable, and revocable license to access and use the Content solely for your personal, non-commercial educational purposes. Company may modify the Content at any point at its complete and sole discretion.

2.3. **Restrictions:** You shall not:

- a. Modify, copy, distribute, transmit, display, perform, reproduce, or create derivative works from the Content;
- b. Reverse engineer, decompile, or disassemble the Content; or
- c. Use the Content for any commercial purpose.

3. Your Obligations

3.1. **Authorized Use:** You shall use the Content only for your educational purposes and in

accordance with these Terms.

3.2. Prohibited Activities: You shall not:

- a. Use the Content in any way that violates applicable laws or regulations;
- b. Interfere with or disrupt the integrity or performance of the Content; or
- c. Attempt to gain unauthorized access to the Content or its related systems or networks.

3.3. User Responsibilities: You are responsible for maintaining the confidentiality of any login credentials associated with your use of the Content and for all activities that occur under your account.

4. Jurisdiction and Governing Law

4.1. Governing Law: These Terms and any disputes arising out of or related to these Terms, or the use of the Content shall be governed by and construed in accordance with the laws of the State of Delaware, without giving effect to any choice or conflict of law provision or rule.

4.2. Dispute Resolution: The parties agree to resolve all disputes or claims arising out of these Terms by binding arbitration in accordance with the commercial arbitration rules of the American Arbitration Association. The arbitration shall be held in English at Wilmington, Delaware, or at some other location as mutually agreed by the parties. The arbitrator's award will be binding and may be entered as a judgment in any court of competent jurisdiction. The United Nations Convention on Contracts for the International Sale of Goods is expressly and entirely excluded and will not apply to the Terms. In any action to enforce the Terms, the prevailing party will be entitled to reasonable costs and attorneys' fees actually incurred. No claim or action may be brought by either party against the other party arising in any way out of the Terms after one year from the date on which the cause of action arose (and regardless of the nature of the claim or form of action) provided, however, the foregoing limitation shall not apply to any claim or action related to the infringement of a party's Intellectual Property Rights.

5. Disclaimers and Limitations of Liability

5.1. Disclaimer of Warranties: THE CONTENT IS PROVIDED "AS IS" AND WITHOUT WARRANTIES OF ANY KIND, EITHER EXPRESS OR IMPLIED, INCLUDING, BUT NOT LIMITED TO, IMPLIED WARRANTIES OF MERCHANTABILITY, FITNESS FOR A PARTICULAR PURPOSE, AND NON-INFRINGEMENT.

5.2. Limitation of Liability: COMPANY DISCLAIMS ALL LIABILITY TO ANY USER OR ANYONE ELSE USING THE CONTENT, FOR ANY LOSS OR DAMAGES OF ANY KIND (INCLUDING, WITHOUT LIMITATION, FOR ANY SPECIAL, DIRECT, INDIRECT, INCIDENTAL, EXEMPLARY, ECONOMIC, PUNITIVE, OR CONSEQUENTIAL DAMAGES) IN CONNECTION WITH THE CONTENT OR THESE TERMS (INCLUDING, WITHOUT LIMITATION, WHETHER

CAUSED IN WHOLE OR IN PART BY NEGLIGENCE, GROSS NEGLIGENCE, OR OTHERWISE, BUT EXCLUDING WILLFUL MISCONDUCT). TO THE EXTENT ANY SUCH LIABILITY CANNOT BE WAIVED UNDER APPLICABLE LAW, COMPANY'S AGGREGATE LIABILITY UNDER THESE TERMS SHALL BE LIMITED TO USD TWO HUNDRED (\$200).

5.3 Indemnification. YOU AGREE TO INDEMNIFY, DEFEND, AND HOLD HARMLESS COMPANY AND ITS OFFICERS, DIRECTORS, EMPLOYEES, AND AGENTS FROM AND AGAINST ANY CLAIMS, DAMAGES, LOSSES, LIABILITIES, COSTS, AND EXPENSES (INCLUDING REASONABLE ATTORNEYS' FEES) ARISING FROM OR RELATING TO: (A) YOUR USE OF THE CONTENT; (B) YOUR VIOLATION OF THE TERMS; OR (C) YOUR VIOLATION OF ANY THIRD PARTY'S RIGHTS, INCLUDING INTELLECTUAL PROPERTY RIGHTS.

6. Termination and Modification

6.1. Termination of Access: The Company reserves the right to suspend or terminate your access to the Content at any time, with or without cause, and without prior notice.

6.2. Modification of Terms: The Company reserves the right to modify these Terms at any time. Any modifications will be effective upon posting the revised Terms on the Company's website. Your continued use of the Content after such modifications will constitute your acceptance of the revised Terms.

7. Confidentiality

You will be exposed to Confidential Information of Company that may or may not be marked "confidential." "Confidential Information" means business information of a confidential or proprietary nature, or information that a reasonable person should know is confidential in nature (including trade secrets and information of commercial value), including without limitation, pricing, software, source code, and underlying technical or business information, which relates to Company that is disclosed or provided to you by or on behalf of Company. You shall keep this information confidential and use it solely as intended in these Terms. Company owns all intellectual property rights (including all derivatives thereof) embodied in any Confidential Information.

8. Miscellaneous Provisions

8.1. Severability: If any provision of these Terms is held to be unenforceable, the remaining provisions shall remain in full force and effect.

8.2. Waiver and Amendments: The Company's failure to enforce any right or provision of these Terms shall not be considered a waiver of such right or provision. These Terms may only be amended by a written agreement between you and the Company.

8.3. Entire Agreement: These Terms constitute the entire agreement between you and the

Company regarding the use of the Content and supersede all other agreements, pre-printed or boilerplate terms, communications and proposals, whether electronic, oral, or written, between you and the Company.

8.4. **Notices:** All notices required or permitted to be given under these Terms shall be in writing and delivered to the parties at the addresses provided during the registration process.

8.5. **Assignment:** You may not assign or transfer these Terms or any of your rights or obligations hereunder without the prior written consent of the Company. The Company may assign these Terms or any of its rights or obligations hereunder without your consent.

8.6. **Force Majeure.** If performance of Company' obligations is interrupted, delayed, prevented, or canceled due to a Force Majeure Event, Company shall be excused from performance hereunder. "Force Majeure Event" shall mean any act of God; war; riot; civil strife; act of terrorism, domestic or foreign; embargo; governmental rule, regulation or decree; flood, fire, hurricane, tornado, or other casualty; epidemic, pandemic, outbreak of communicable disease, viral outbreak, quarantine, or national or regional emergency; action of any governmental authority; earthquake; strike, lockout, or other labor disturbance; the unavailability of labor or materials to the extent beyond the control of Company; or any other events or circumstances not within the reasonable control of Company, whether similar or dissimilar to any of the foregoing. Upon the occurrence of such a Force Majeure Event, at its sole discretion, Company may reschedule or provide credit for a future course.

EXHIBIT A

SUPPLEMENTARY TERMS

The Candidate hereby acknowledges that, as a CTPRP or CTPRA certification candidate, he/she will be opted-into Shared Assessments' email distribution and will participate in an online testing program using the services of Caveon, LLC ("Caveon") and Examity, Inc. ("Examity"). The Candidate further acknowledges that when using the online services of Caveon and Examity, he/she will be subject to and agrees to comply with all the online terms of service applicable to individuals using the services as follows:

1. By registering, the individual agrees to opt-in to receive communications from Shared Assessments.

2. All of the Caveon [Website Terms of Use](#) and [Privacy Policy](#), as such terms may be updated from time to time, except for Section 6 of the Website Terms of Use and the Sections titled “Personal Information” and “Usage Data and Site Activity” in the Caveon Privacy Policy which have been eliminated under Shared Assessments agreement with Caveon.
3. All of the Proctor360 website terms of use including, but not limited to, the [Privacy Policy](#) as such terms may be updated time to time.
4. All of the Credly website [terms of use](#) and [Privacy Policy](#).