

Terms and Conditions

Contract for Use

These terms and conditions govern your use of the ArcLearn™ service, which consists of multiple *eLearning Marketplace* websites, a *my eLearning Portal* website, downloaded playlists, and Local Video Disk. By visiting or using the ArcLearn™ service, you agree to be bound by these terms and conditions. These terms and conditions constitute a contract between each user of the ArcLearn™ service and the proprietor of the ArcLearn™ service.

We reserve the right in our sole and absolute discretion to make changes from time to time and without notice in how we operate the ArcLearn service. Any description of how our service works should not be considered a representation or obligation with respect to how the service will always work. We are constantly making adjustments to our service and often these adjustments are not completely captured within these terms and conditions.

If you do not agree with these terms and conditions, you should not use the ArcLearn™ service.

Grant of License

- All purchases from the ArcLearn™ service are purchases of a license. The license imparts certain rights to you regarding what products or services are available for use. The license is not to be construed as a transfer of ownership. In all cases, ownership of all program titles will remain with the legal rights holder of the program title.
- All program titles are offered on a licensed basis through the purchase of an Access License or a Pay-per-View license. The license gives you usage rights to view the course content for a specific term, within the primary service area (see Geographic Limitations). Usage rights are provided for a specific program title or group of titles. Once the license expires or when otherwise terminated, you have no further rights with respect to the licensed materials.
- “Pay-per-view” gives you the rights to use a training video for a specified number of accesses. All pay-per-view rights are terminated once the number of accesses has been consumed. An access is defined as any attempt to play a video, and any number of additional attempts during a four hour period thereafter, on a single computer. Pay-per-view rights are intended for the purchaser of the license; group or classroom use is not permitted.

Geographic Limitations

The Primary Service Area (PSA) includes all of North America, Greenland and Iceland, and specifically including the 50 United States, US territories, Canada and Mexico. All ArcLearn courses are available for licensing and delivery within the PSA. A billing address within the PSA is required to purchase a PSA license. Course delivery via the Internet is supported for students located within the PSA. Internet delivery outside the PSA will be denied through the use of technology to verify compliance.

Due to restrictions imposed by some course producers, the availability of licenses outside the PSA varies from course to course - some may be fully available, some may be available on a limited basis and some

may not be available at all. Those available on a limited basis may require an additional-cost, supplemental license and written agreement. Contact the ArcLearn proprietor for additional details and options.

Utilization Fee Determination

Each Access License grants all employees of the licensed company the right to view the licensed material subject to the payment of an additional utilization fee. The utilization fee amount varies based upon the course type (interactive course or DVD style course) and course itself. One utilization fee amount will be charged for each person viewing the course under the following rules:

1. Each course attended using the Course Viewer (on the "My Courses" page) incurs one utilization fee when the course is started. Continued usage during the next seven consecutive days does not require any additional fee. For each additional seven-day usage period another utilization fee will be charged under the same rules as the initial use of the course.
2. All DVD style courses, chapters of courses, and videos (other than courses using the Course Viewer) require one utilization fee for each person viewing the course. One utilization fee is charged when the video begins to play. Continued usage during the next four hours on the same computer does not require any additional fee. For each additional four-hour usage period another utilization fee will be charged under the same rules as the initial use of the course.

When one person is viewing the course or video, no reporting is required since the one view is counted by the ArcLearn service.

When more than one person views the course or video (as in a classroom or other group setting), you must report the total attendance and the specific courses, chapters, or videos used in the group setting. The attendance count will govern the utilization fees billed. Note: classroom attendance is reported using the web site's Classroom Attendance link in either the Trainer menu dropdown or the Administrator menu dropdown.

3. Pay-Per-View videos do not require any reporting or any utilization fee. The Pay-Per-View license applies solely to the individual person who purchases the license. Viewing the video in a classroom or other group setting is **strictly prohibited**.

Required Technology

- You will need a computer that meets the following minimum requirements:
 1. Windows
 - Windows XP with Service Pack 2, or Vista
 - Internet Explorer 7.0 or higher; or Firefox 2 or higher
 - 1.2 GHz processor
 - 512 MB RAM

2. Macintosh (support available soon; watch for an update)
 - An Intel-based Mac with OS 10.4.8 or later
 - Safari 3 or higher; or Firefox 2 or higher
 - 1 GB RAM
 3. An active broadband connection to the Internet.
- All videos on the ArcLearn™ site use Microsoft's Windows Media™ technology and either Microsoft's Digital Rights Management™ (DRM) or Play Ready™ technology to protect content against unlicensed usage. When a video is started, a play license is downloaded from a licensing server on the Internet to authorize viewing the content.

There are certain circumstances where video from the ArcLearn™ service will not work on an individual PC or a local network. Organizations can configure their network firewalls to block such content. An individual PC can have its play licensing turned off. Individual PCs can have corruption causing the Microsoft DRM to fail. In such cases, you may use the troubleshooting information provided on the website to resolve problems.

You must test your ability to successfully stream video from the ArcLearn™ site by using the Test Media Player link to play both the medium quality test and the DRM test. **If these tests are not successful, do not purchase from the ArcLearn™ service.**

Intellectual property rights

- Title and intellectual property rights for any content displayed by or accessed through the ArcLearn™ service belong to the respective content owner. Such content is protected by copyright or other intellectual property laws and treaties, and is subject to terms of use of the third party providing such content. Apart from your right to view the third-party content, your License does **not** grant you the right to copy, distribute, prepare derivative works, publicly display, or make other use of such content.

Pricing and Billing

- Prices are published on the web site for all licenses, pay-per-view services, and other items and services provided. All prices are in US Dollars and all fees are payable in US Dollars.
- Purchase of an Access License requires an initial access fee PLUS on-going utilization fees. Utilization fees are billed on a monthly basis as they are incurred. Utilization fees are based on the type of usage; the usage fee associated with a program title is published on the Course Detail page on the website. One Utilization Credit is equivalent to one US dollar. See Utilization Fee Determination for how a single utilization is counted.
- Purchase of a Pay per View license requires a fee paid at the time of ordering; no additional utilization fee is applicable. A single pay per view can be saved in the My Pay per View Videos list. Once the viewing begins, the license will be valid for four hours or until the viewing is complete.

- All purchases of a license, whether an Access License, a Pay per View license, Authoring Privileges, or any other service provided by the ArcLearn™ service are final; no refunds will be granted.
- Payment is required by credit card at the time of purchase unless other payment terms have been extended. In the latter case, terms for all invoices are 15 days after the date of the invoice. Invoices are e-mailed to you. Granting of payment terms is made at the sole discretion of the ArcLearn™ proprietor, and can be granted or retracted for any or no reason.
- **By using a credit card for payment of any type, including initial access fees, you are agreeing that your credit card will be charged for on-going utilization charges as they are periodically billed.**

Termination of License

- You can cancel any license or pay-per-view at any time by providing written notice to the ArcLearn™ proprietor. All initial fees charged are non-refundable. All utilization fees prior to the cancellation date remain due and payable.
- The ArcLearn™ proprietor has the right to suspend any and all licenses and pay-per-view activities whenever (i) any license fee invoice or utilization fee invoice remains unpaid for 15 days after the invoice date, or (ii) in the reasonable judgment of the ArcLearn™ proprietor, you violate the terms of the License hereunder. “Suspend” means that access to the training video materials will be unavailable to you.
- Licenses and pay-per-view are not transferable to any other organization or individual.

Use of Service

- During your use of the ArcLearn™ service, we will place a cookie (a small file used by all browsers) on your computer to identify you. You should enable cookies in your browser to enhance your web experience. The cookie contains an account number and does not contain your e-mail address, your password, or other personal information.
- During your use of the ArcLearn™ service, you may provide us with personal information including information about others in your, organization such as names, titles, departments, and address information. By providing this information, you are expressly giving the proprietor of the ArcLearn™ service the right to use this information in the course of your normal usage of the ArcLearn™ service. We will not use this information for any other purpose.

Availability of Service

- Although every attempt is made to provide uninterrupted service to all users, there are a number of reasons why the service might temporarily not be available. Such reasons include but are not limited to server maintenance, ISP outages, power outages, software problems, user error and more. The ArcLearn™ proprietor makes no warranty or representation, either express or implied, to the availability of service, and shall have no liability therefor.

Warranty and Liability

- Suitability of Purpose: You have the responsibility to determine if the course or video is suitable for your intended purposes by previewing prior to purchase of a license. The ArcLearn™ proprietor makes no warranties or representations, either express or implied, to any course or video's completeness, accuracy or suitability of purpose. You understand that all information and advice provided in every course or video is general in nature and you have the responsibility to determine how such information or advice is used.
- It is expressly understood that the ArcLearn™ proprietor, Independent Distributors, and the Training Video Producers HEREBY DISCLAIM ALL WARRANTIES, EXPRESSED OR IMPLIED, and INCLUDING WITHOUT LIMITATION THE IMPLIED WARRANTIES OF MERCHANTABILITY AND FITNESS FOR A PARTICULAR PURPOSE.
- It is also expressly understood that the ArcLearn™ proprietor, Independent Distributors, and the Training Video Producers (i) make no representation or warranty concerning the accuracy or reliability of the information contained in the training courses or videos; (ii) that the contents of the courses and videos are intended for educational use only, and (iii) that if you act upon the information disseminated therein, you do so at your own risk.

In no event shall the ArcLearn™ proprietor, Independent Distributors, or the Training Video Producers, including their shareholders, directors, and employees, be liable (jointly or severally) to you for any special, incidental, indirect, or consequential damages of any kind, or any damages whatsoever resulting from loss of use, data or profits, business, or anything else.

Proprietor of the ArcLearn™ service

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- The proprietor of the ArcLearn™ service is Training Right Now, Inc. with business offices at 1011 E. Touhy Avenue, Suite 170, Des Plaines, Illinois 60018. Questions can be submitted in writing to the address of record or to the e-mail address of service@trainingrightnow.com.
- All purchases on any of the ArcLearn™ eLearning Marketplace sites or the ArcLearn™ my eLearning Portal site are transactions between the purchaser and Training Right Now, Inc.