

Course TERMS and CONDITIONS

1. Terms and Conditions (ALICE)

These Terms and Conditions (“T&Cs”) shall apply to any training course offered by the ALICE Training Institute, LLC (“Course”) its officers, directors, partners, agents, employees and members with its principal place of business at 1113 Medina Road, Suite 700, Medina, OH 44256 (“ATI”) and you as an individual and any legal entity for which you are accepting these T&C’s (“You” or “Your”).

1.1. How to Agree. By accepting these T&C’s, either by clicking a box during the Course registration process or by executing these T&C’s below, You agree to these T&C’s. If You are entering into these T&C’s on behalf of a company or other legal entity, You represent that You have the authority to bind such entity and its affiliates to these T&C’s, in which case the terms “You” or “Your” shall refer to such entity and its affiliates. If You do not have such authority, or if You do not agree with these T&C’s, You must not accept these T&C’s and may not participate in the Course.

1.2. No Competitors. You may not attend the Course if You Compete with ATI. “Compete” means to directly or indirectly own, manage, operate, control, be employed by, perform services for, consult with, solicit workers or business for, participate in, or be connected with the ownership, management, operation, or control of any individual or organization that competes with ATI or that performs products or services materially similar to those provided by ATI within the United States.

2. No Commercial Use of Course

2.1. No Commercial Use of Course. You acknowledge the Course, including presentations, manuals, brochures, handouts and know how (“Intellectual Property”) constitute valuable, confidential and proprietary property rights of ATI. You also acknowledge, agree, and warrant that You:

- (i) Will NOT use ATI’s Intellectual Property for any use that directly or indirectly generates income (“Commercial Use”) without prior written consent from ATI;
- (ii) Will ONLY use ATI’s Intellectual Property within Your organization or the legal entity that paid for the Course;

Law Enforcement Officers, while on duty, are permitted to use ATI’s Intellectual Property at any state or local government agency or any school district (“Public Entity”) that resides within Your law enforcement jurisdiction;

- (iii) Will be responsible for all liabilities arising out of Your use of ATI’s Intellectual Property as ATI’s insurance does not extend to You or any 3rd party;

- (iv) Will NOT represent ATI’s Intellectual Property as an ATI official Course. Only ATI can conduct official Course offerings and issue an ALICE certification.

2.2. No Derivative Works. You agree not to (i) create derivative works based on the Course, (ii) copy, frame or mirror any part of Course, other than copying or framing on Your own intranets or otherwise for Your own internal business purposes, (iii) reverse engineer the Course, or (iv) attend the Course in order to (a) build a competitive product or service, or (b) copy any features, functions or graphics of the Course.

3. ATI’s Obligation to You

3.1. Taxes. Unless otherwise stated, Course prices do not include any taxes, levies, duties or similar governmental assessments of any nature, including but not limited to value-added, sales, use or withholding taxes, assessable by any local, state, provincial, federal or foreign jurisdiction (collectively, “Taxes”). You are responsible for paying all Taxes associated with Your purchases hereunder. If ATI has the legal obligation to pay or collect Taxes for which You are responsible under this paragraph, the appropriate amount shall be invoiced to and paid by You, unless You provide Us with a valid tax exemption certificate authorized by the appropriate taxing authority.

3.2. Course Confirmation. You will not be confirmed for any Course unless Your payment is received at least 14 days prior to Course start date. Your acceptance into the Course will be subject to availability as determined by ATI.

3.3. Reschedule Policy. You may reschedule the Course provided that the transfer request is made in writing to ATI at least one business day prior to the originally scheduled Course. You may do this only twice and the new registration expires one year from the original registration date.

3.4. Cancellation Policy. You may cancel the Course based on the following cancellation schedule:

- 100% refund: 4 or more weeks prior to Course
- 50% refund: 2-4 weeks prior to Course.
- 0% refund: less than 2 weeks prior to Course.

3.5. ATI Cancellation Rights. ATI reserves the right to cancel any Course on the grounds of low numbers of participants (15 Participants per course at minimum), weather, or act of god, instructor sickness, and airline travel delays without liability of any kind to ATI. ATI assumes no responsibility for losses from nonrefundable travel arrangements or cancellations. In these instances, You may reschedule or choose a full refund.

4. Your Obligation to ATI

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4.1 **Good Conduct.** ATI expects all course Participants to behave in a polite and appropriate manner and to adhere to ATI's rules and instructions when attending Course. ATI reserves the right to exclude You or abandon the Course in the event of disruptive, abusive or threatening behavior by You. No refund will be made in such an event.

4.2 **Recording Policy.** You agree not to use or allow any audio or visual devices, including film, videotape, DVD, webcam or any other similar methods which may be available to capture audio or visual images unless authorized in writing by Us.

5. Trademarks & Copyrights

Nothing in these T&C's shall constitute a transfer, license, or assignment of any marks or other Intellectual Property (defined herein) right of ATI. You agree that the ATI Trademark & Copyright Guidelines as published at www.AliceTraining.com shall govern the use of all ATI's trademarks and copyrights.

6. Use of Image

You grant ATI permission to photograph, videotape, and/or audiotape You during the Course. These photographs/videos/audios will remain the property of ATI and may be used for any lawful purpose. *Law Enforcement Officers can request anonymity (no facial depictions.)*

7. Warranty

ATI warrants that the Course shall be performed in a professional and workmanlike manner. For any breach of warranty, Your exclusive remedy shall be a full refund for the Course. Except as expressly provided for in this herein, ATI hereby expressly disclaims any and all other representations, warranties or conditions with respect to the Course, whether express, implied, statutory or otherwise, including, without limitation, the implied warranties of merchantability and fitness for a particular purpose.

8. Release and Assumption of Risk

8.1 **Release.** In consideration of being permitted to participate in the Course, You, for Yourself, Your heirs, personal representatives, and assigns, do hereby release, waive, discharge, and covenant not to sue ATI, the facility, venue and property owners upon which the Course takes place and all Course participants, and each of their respective officers, employees, agents, heirs, personal representatives, successors and assigns (collectively, hereafter called the "Released Parties"), from liability from any and all claims including the negligence of the Released Parties, resulting in personal injury, accidents or illnesses (including death), property loss, and damages arising from, but not limited to, participation in the Course.

8.2 **Assumption of Risks.** Participation in the Course carries with it certain inherent risks that cannot be eliminated regardless of the care taken to avoid injuries. The specific

risks vary from one Course to another, but the risks range from (1) minor injuries such as scratches, bruises, and sprains (2) major injuries such as eye injury or loss of sight, joint or back injuries, heart attacks, and concussions to (3) catastrophic injuries including paralysis and death.

8.3 **Acknowledgement.** By accepting these T&C's in accordance with Section 1.1 above, You acknowledge that You have read the previous paragraphs and know, understand, and appreciate these and other risks that are inherent in the Course. You hereby assert that Your participation in the Course is voluntary and that You knowingly assume all such risks.

9. Medical Treatment

You understand and agree that the Released Parties may not have medical personnel available at the location of the Course. In the event of any medical emergency, You authorize and consent to any x-ray, examination, and anesthetic, medical, dental, or surgical diagnosis or treatment, and hospital care that any Released Party deems necessary for Your safety and protection. You understand that such treatment shall be solely at Your expense. Notwithstanding this paragraph, You understand and agree that the Released Parties have no obligation to provide or seek out any medical treatment for You.

10. Fitness and Safety

You agree to follow all safety instructions provided by the Course instructor. It is Your sole responsibility to determine if You are sufficiently fit and healthy enough to participate in the Course and that You are responsible for Your own safety and well-being at all times and under all circumstances while participating in the Course. You understand that You may refuse to participate at any time.

11. Indemnification and Hold Harmless

You agree to INDEMNIFY, DEFEND, AND HOLD the Released Parties HARMLESS from any and all claims, actions, suits, procedures, costs, expenses, damages and liabilities, including attorney's fees arising from, in connection with, or in any way related to: (a) Your attendance at, involvement in, or participation in the Course, and (b) if You are entering into these T&C's on behalf of a company or other legal entity, such company's or other legal entity's constituents', representatives', employees', or contractors' attendance at, involvement in, or participation in the Course.

12. LIMITATION OF LIABILITY

EXCEPT FOR DAMAGES ARISING FROM A BREACH OF SECTION 2 (NO COMMERCIAL USE OF COURSE) BY YOU AND YOUR INDEMNIFICATION OBLIGATIONS UNDER SECTION 11 HEREOF, IN NO EVENT SHALL EITHER PARTY'S AGGREGATE LIABILITY ARISING OUT OF OR RELATED TO THIS AGREEMENT, WHETHER IN

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CONTRACT, TORT OR UNDER ANY OTHER THEORY OF LIABILITY, EXCEED THE TOTAL AMOUNT PAID BY YOU FOR THE COURSE.

13. EXCLUSION OF CONSEQUENTIAL DAMAGES
EXCEPT FOR DAMAGES ARISING FROM A BREACH OF SECTION 2 (NO COMMERCIAL USE OF COURSE) BY YOU, IN NO EVENT SHALL EITHER PARTY HAVE ANY LIABILITY TO THE OTHER PARTY FOR ANY LOST PROFITS OR REVENUES OR FOR ANY INDIRECT, SPECIAL, INCIDENTAL, CONSEQUENTIAL, COVER OR PUNITIVE DAMAGES HOWEVER CAUSED, WHETHER IN CONTRACT, TORT OR UNDER ANY OTHER THEORY OF LIABILITY, AND WHETHER OR NOT THE PARTY HAS BEEN ADVISED OF THE POSSIBILITY OF SUCH DAMAGES. THE FOREGOING DISCLAIMERS SHALL NOT APPLY TO THE EXTENT PROHIBITED BY APPLICABLE LAW.

EXCEPT FOR THE EXPRESS WARRANTY PROVIDED IN SECTION 7 HEREOF, YOU AGREE THAT THE COURSE IS PROVIDED ON AN "AS IS" BASIS. ATI DOES NOT REPRESENT THAT THE TRAINING WILL MEET YOUR REQUIREMENTS.

14. Jurisdiction
You agree that these T&C's shall be governed by and construed in accordance with the laws of the state of Ohio notwithstanding the Course location.

15. Waiver of Jury Trial
EACH PARTY HEREBY WAIVES ANY RIGHT TO JURY TRIAL IN CONNECTION WITH ANY ACTION OR LITIGATION IN ANY WAY ARISING OUT OF OR RELATED TO THESE T&C'S OR COURSE.

16. Severability
You further expressly agree that these T&Cs are intended to be as broad and inclusive as is permitted by the law of the State of Ohio and that if any portion thereof is held invalid, it

is agreed that the balance shall, notwithstanding, continue in full legal force and effect.

17. Acknowledgment of Understanding
By clicking a box during the Course registration process or by otherwise signing below, You acknowledge You have fully read these T&Cs, fully understand them, and understand that You are giving up substantial rights, including Your right to sue. You acknowledge that You are accepting and/or signing these T&Cs freely and voluntarily and intend by Your acknowledgement (either by click through or signature) to be a complete and unconditional release of all liability to the greatest extent allowed by law.

IN WITNESS WHEREOF, You have read these T&C's and You are signing it freely. No other representations concerning the legal effect of have been made.

Your Name (Print Legibly)

Your Signature

Organization Name

Date