



Terms of Use

The Effective Date of These Terms of Use is March 1, 2013

PLEASE READ THESE TERMS CAREFULLY BEFORE ACCESSING [URL] AND ITS RELATED WEBSITES OR ANY ONLINE COURSE OFFERED BY CAPSTONE LEARNING ASSOCIATES, LLC. THESE TERMS SET FORTH THE LEGALLY BINDING TERMS AND CONDITIONS FOR YOUR USE OF THESE PRODUCTS AND SERVICES AND ALL RELATED FEATURES, CONTENT, AND APPLICATIONS. BY ACCESSING THESE WEBSITES AND USING AND PARTICIPATING IN THESE PRODUCTS AND SERVICES, YOU SIGNIFY AND ACKNOWLEDGE THAT YOU HAVE READ THESE TERMS OF USE AND AGREE THAT THE TERMS OF USE CONSTITUTES A BINDING LEGAL AGREEMENT BETWEEN YOU AND CAPSTONE LEARNING ASSOCIATES, LLC AND THAT YOU AGREE TO BE BOUND BY AND COMPLY WITH THE TERMS OF USE.

Your Agreement to These Terms of Use

These Terms of Use govern your access to and use of capstonelearningassociates.com and related websites (collectively, the “**Site**”) and the related online “e-learning” service (the “**Service**”). The Site and the Service are offered and provided by Capstone Learning Associates, LLC (“**Capstone**”).

Age Restrictions

Registration on the Site and use of the Service are restricted to individuals over 18 years of age. By registering on the Site or participating in the Service, you hereby represent that you are over 18 years of age and have the authority to enter into the terms herein. In any case, you affirm that you are over the age of 13, as the Site is not intended for children under 13.

Privacy

Please review our Privacy Policy in detail. By agreeing to these Terms of Use, you are also agreeing to our Privacy Policy, which governs the collection, use and disclosure of any information we collect from you.

Modification of These Terms of Use

We reserve the right to change or modify these Terms of Use at our sole discretion at any time. Any change or modification to these Terms of Use will be effective immediately upon posting by us. For any material changes to these Terms of Use, we will take reasonable steps to notify you of such changes. In all cases, your continued use of the Site after publication of such modifications, with or without notification, constitutes binding acceptance of these modified Terms of Use.

User Accounts

When using the Service, you need to create an account (a “**User Account**”) and provide a valid email address and a password. You are responsible for maintaining the confidentiality of your password. You agree that you will not divulge or share access or access information to your User Account with any third party and that that you will create, use, and access only one User Account and will not access the Site using multiple User Accounts.

In setting up your User Account, you may be prompted or required to enter additional information, including but not limited to your name and employer. Additional information may be required to confirm your identity. You represent that all information provided by you is accurate, current and complete and you agree that you will maintain and update your information to keep it accurate, current and complete. You acknowledge that if any information provided by you is inaccurate or incomplete, we reserve the right to terminate your use of the Sites.

Intellectual Property Rights

The Site is owned and operated by Capstone. Capstone reserves the right at any time and from time to time to modify or discontinue the Site or any part of portion thereof, temporarily or permanently, with or without notice to you. You agree that Capstone shall not be liable to you or to any third party for any modifications, suspensions or discontinuance of the Site or any portion thereof.

All content or other material available on the Site or through the Service, including but not limited to online lessons, presentation materials, tests, and other images, files, text, layouts, arrangements, displays, illustrations, documents, materials, audio and video clips and website content (collectively, "**Content**"), are the property of Capstone and/or its affiliates or licensors and are protected by copyright and/or other proprietary intellectual property rights.

All Capstone logos, trademarks and service marks that may appear on the Site ("**Marks**"), are the property of Capstone. All other trademarks, service marks and logos used on the Site, with or without attribution, are the trademarks, service marks or logos of their respective owners. In addition, elements of the Site are protected by trade dress and other federal and state intellectual property laws and may not be copied, reproduced, downloaded or distributed in any way in whole or in part without Capstone's express written consent.

Except as otherwise expressly permitted in these Terms of Use, you may not copy, sell, display, reproduce, publish, modify, create derivative works from, transfer, distribute or otherwise commercially exploit the Site or any Content. You may not reverse-engineer, decompile, disassemble or otherwise access the source code for any software that may be used to operate the Service. Any use of such information for commercial purposes is strictly prohibited. Capstone and/or its affiliates and licensors reserve all rights not expressly granted herein to the Site, Content and Marks.

License to Use the Site and the Service

Subject to your compliance with these Terms of Use, Capstone hereby grants you a freely revocable, worldwide, non-exclusive, non-transferable, non-sublicensable limited right and license to access, internally use and display the Site and the Service, including the Content, at your location solely as necessary to participate in Capstone's e-learning courses as permitted hereunder. You must abide by all copyright notices or restrictions contained on the Site or the Content. You may not delete any attributions, legal or proprietary notices on the Site or the Content.

User Content

The Site may include forums containing the personal opinions and expressions of persons who post entries on a wide range of topics ("**User Content**"). Capstone does not moderate, review, screen or endorse any such User Content or any links to other websites. By posting viewing such forums, you agree that Capstone is not responsible or liable for the content of any postings therein. Capstone reserves the right (but not the obligation) to remove any content from such forums in its discretion.

Your User Content is your sole responsibility. You assume all risks associated with your User Content, including anyone's reliance on its accuracy, completeness or usefulness, or any disclosure of personal information in your User Content. You represent that you own, or have the necessary permissions to use, and authorize the use of, any User Content you post on the Site. You may not imply that your Content is in any way sponsored or endorsed by Capstone.

Restrictions on Use

You agree that you will not, and will not assist or enable others to, use the Service or Site to do any of the following:

- threaten, stalk, defraud, incite or harass another person, or otherwise interfere with another user's use of the Service or the Site;
- submit or transmit spam, chain letters, contests, junk email, pyramid schemes, surveys or other mass messaging, whether commercial or not in nature;
- promote bigotry or discrimination against protected classes;
- violate any third-party right, including any breach of confidentiality, copyright, trademark, patent, trade secret, privacy right, right of publicity or any other intellectual property or proprietary right;
- submit or transmit obscene, pornographic or illegal content; or
- violate these Terms of Use or any applicable law.

You agree that you will not, and will not assist or enable others to:

- modify, adapt, appropriate, reproduce, distribute, create derivative works of, publicly display or in any way exploit the Service or the other content of the Site (other than your own User Content as permitted by law), except as expressly authorized by us;
- reverse engineer all or any portion of the Service or the Site;
- remove or modify any copyright, trademark or other proprietary rights notice on the Site or any content obtained therefrom;
- record, process, or mine information about other users of the Site, or attempt to do so;
- use any robot, spider, site search/retrieval application or other automated device, process or means to access, retrieve, scrape or index the Service or the Site;
- reformat or frame any portion of the Service or the Site; or
- take any action that imposes, or may impose, in our sole discretion, an unreasonable or disproportionately large load on our technology infrastructure.

You will not, and will not assist or enable others to:

- attempt to gain unauthorized access to the Service, the Site or any computer systems or networks connected to the Service or the Site through hacking, password mining or any other means;
- use the Service or the Site to transmit any computer viruses, worms, defects, Trojan horses or other items of a destructive nature;
- use any device, software or routine that interferes with the proper operation of the Service or the Site, or otherwise attempt to interfere with the proper operation of the Service or the Site;
- use the Service or the Site to violate the security of any computer network, crack passwords or security encryption codes;
- disrupt or interfere with the security of, or otherwise cause harm to, the Service or the Site; or

- remove, circumvent, disable, damage or otherwise interfere with any security-related features of the Service or the Site, features that prevent or restrict the use or copying of content appearing on the Site, or features that enforce limitations on the use of the Service or the Site.

Service Availability

We reserve the right to modify, update, or discontinue the Service or Application at our sole discretion, at any time, for any or no reason, and without notice or liability.

Unauthorized Access

We reserve the right to exercise whatever lawful means we deem necessary to prevent unauthorized access to or use of the Service or the Site, including, but not limited to, technological barriers, IP mapping and contacting your Internet service provider regarding such unauthorized use.

Links to Third Parties

The Service or Site may include links to other websites or that are not affiliated with Capstone (each, a “**Third Party Site**”). We do not control or endorse the contents of any such website, mobile application or any Third Party Site, and you agree that we are not responsible for the availability or contents of such Third Party Sites.

Disclaimer of Warranties

YOU EXPRESSLY ACKNOWLEDGE AND AGREE THAT YOUR USE OF THE SITE AND THE SERVICE IS AT YOUR SOLE RISK AND RESPONSIBILITY. THE SERVICE (INCLUDING ANY CONTENT) IS PROVIDED "AS IS" AND "AS AVAILABLE" WITH NO REPRESENTATIONS OR WARRANTIES OF ANY KIND, EITHER EXPRESSED OR IMPLIED, INCLUDING, BUT NOT LIMITED TO, THE IMPLIED WARRANTIES OF MERCHANTABILITY, FITNESS FOR A PARTICULAR PURPOSE, AND NON-INFRINGEMENT. YOU ASSUME TOTAL RESPONSIBILITY AND THE ENTIRE RISK FOR YOUR USE OF THE SERVICE AND CONTENT.

Limitation of Liability

IN NO EVENT SHALL WE BE LIABLE TO YOU OR ANY THIRD PARTY FOR ANY LOST PROFIT OR ANY INDIRECT, CONSEQUENTIAL, EXEMPLARY, INCIDENTAL, SPECIAL OR PUNITIVE DAMAGES ARISING FROM (A) YOUR USE OF OR INABILITY TO USE THE SERVICE OR THE APPLICATION OR (B) YOUR INTERACTIONS WITH ANY OTHER USER OF THE SERVICE, EVEN IF WE HAVE BEEN ADVISED OF THE POSSIBILITY OF SUCH DAMAGES. ACCESS TO, AND USE OF, THE SERVICE AND THE APPLICATION ARE AT YOUR OWN DISCRETION AND RISK, AND YOU WILL BE SOLELY RESPONSIBLE FOR ANY DAMAGE TO YOUR COMPUTER SYSTEM OR MOBILE DEVICE OR LOSS OF DATA RESULTING THEREFROM. NOTWITHSTANDING ANYTHING TO THE CONTRARY CONTAINED HEREIN, OUR LIABILITY TO YOU FOR ANY DAMAGES ARISING FROM OR RELATED TO THIS AGREEMENT (FOR ANY CAUSE WHATSOEVER AND REGARDLESS OF THE FORM OF THE ACTION), WILL AT ALL TIMES BE LIMITED TO THE GREATER OF THE PRICE YOU PAID FOR ACCESS TO THE SERVICE IN THE PRIOR MONTH OR FIFTY U.S. DOLLARS (\$50). CERTAIN STATES AND/OR JURISDICTIONS DO NOT ALLOW THE EXCLUSION OF IMPLIED WARRANTIES OR LIMITATION OF LIABILITY FOR INCIDENTAL OR CONSEQUENTIAL DAMAGES, SO THE EXCLUSIONS SET FORTH ABOVE MAY NOT APPLY TO YOU.

Termination

We may terminate or suspend your account or ability to use the Site or the Service, in whole or in part, at our sole discretion, for any or no reason, and without notice or liability of any kind. Any such

termination or suspension could prevent you from accessing your account, the Site, the Service, any Content or any other related information.

You may terminate the prospective application of these Terms of Use at any time by closing your account and discontinuing your use of any and all parts of the Service. If you close your account, we may continue to display your User Content where it affects or impacts other users.

Indemnity

You agree to indemnify, save, and hold Capstone, its affiliated entities, companies, contractors, officers, directors, shareholders, employees, agents and its third-party suppliers, licensors, and partners harmless from and against any claims, losses, damages, liabilities, including legal fees and expenses, arising out of your use or misuse of the Service or the Site or any violation by you of these Terms of Use, your violation of any law or third-party rights or any User Content you post on the Site. Capstone reserves the right, at your expense, to assume the exclusive defense and control of any matter for which you are required to provide indemnification, and you agree to cooperate with Capstone's defense of these claims. Capstone will use reasonable efforts to notify you of any such claim, action, or proceeding upon becoming aware of it.

Dispute Procedure and Claims of Copyright Infringement

Capstone respects the rights and intellectual property of others, and we ask our users to do the same. If you believe that your product or other work has been misrepresented or used in a way that constitutes copyright infringement, or your intellectual property rights have been otherwise violated, please provide Capstone's Copyright Agent with the following information:

- an electronic or physical signature of the person authorized to act on behalf of the owner of the product, copyright or other intellectual property interest;
- a description of the product, work or other intellectual property that you claim has been misrepresented or infringed;
- a description of where the material that you claim is misrepresenting or infringing your product, work or other intellectual property is located on the Site;
- your address, telephone number and email address;
- a statement by you that you have a good faith belief that the disputed use is not authorized by the owner of the product, work, copyright or intellectual property, or its agent, or applicable law; and
- a statement by you, made under penalty of perjury, that the above information in your notice is accurate and that you are the product, work, copyright or intellectual property owner or authorized to act on such owner's behalf.

Capstone's Copyright Agent for notices of disputes or claims of copyright or other intellectual property infringement can be reached as follows:

Copyright Agent
Capstone Learning Associates, LLC
329 Linfield Pl, Menlo Park, CA 94025
650-504-0301

email: inquiry@capstonelearningassociates.com

Miscellaneous

We may provide you with notices, including those regarding changes to these Terms of Use, by email, regular mail or postings on the Site.

These Terms of Use contain the entire agreement between you and Capstone regarding the use of the Service or the Site and supersede any prior agreement between you and Capstone on this subject matter. The parties acknowledge that they place no reliance on any representation by the other not expressly contained in these Terms of Use.

Any failure on our part to exercise or enforce any right or provision of these Terms of Use shall not constitute a waiver of such right or provision. The failure of either party to exercise in any respect any right provided for herein shall not be deemed a waiver of any further rights hereunder.

If any provision of these Terms of Use is found to be unenforceable or invalid, that provision shall be limited or eliminated to the minimum extent necessary so that these Terms of Use shall otherwise remain in full force and effect and enforceable.

You may not assign these Terms of Use without our prior written consent. Any assignment that you attempt to make in violation of these Terms of Use shall be void. We may assign these Terms of Use without restriction.

Upon termination of these Terms of Use, any provision which, by its nature or express terms should survive, shall survive such termination or expiration.

These Terms of Use shall be governed by and construed in accordance with the laws of the State of California, without giving effect to any principles of conflicts of law.

Any notice which may be required to be given to us under these Terms of Use may be emailed to us at:

inquiry@capstonelearningassociates.com