

HR CLASSROOM TERMS AND CONDITIONS OF USE AND SERVICE AGREEMENT

These Terms and Conditions of Use and Service Agreement are made and entered into in conjunction with the HR Classroom Order Form between Curtis Communications, Inc. and Purchaser/Licensee. You (Purchaser/Licensee) hereby agree that access to HR Classroom (<http://www.hrclassroom.com>) is subject to the following Terms and Conditions of Use and Service Agreement.

If you are not a Purchaser/Licensee (executed an HR Classroom Order Form) and instead have an Evaluation Account (Evaluator) because you are evaluating HR Classroom, you are subject to the Terms and Conditions of Use below. However, the Service Agreement below does not apply to you and no employee data nor training records will be retained.

TERMS AND CONDITIONS OF USE

- Copyright.** All contents of this site copyright 2000-2013 Curtis Communications, Inc. All rights reserved. Any and all copying, modification, distribution, publication or other use of the content of this web site by a Purchaser/Licensee or Evaluator is strictly prohibited unless written permission is obtained from Curtis Communications, Inc.
- Prohibited Conduct.** Purchaser/Licensee or Evaluator hereby agrees not to use this site in a way which violates or infringes upon the rights of any other, which could be perceived as defamatory, deceptive, misleading, abusive, profane, offensive or inappropriate, and which contains any harmful component. You may not modify, adapt, sublicense, translate, sell, reverse engineer, decompile, or disassemble any portion of this site. The trainings and administration areas in this web site are provided to the Purchaser/Licensee or Evaluator for its use only and not for re-sale. The trainings may only be used for the purpose of Purchaser/Licensee's internal training affairs and the general conduct of its business, or for the purpose of an Evaluator to merely evaluate and decide whether to purchase HR Classroom training units.
- Use of Secure Area and Password.** Use of the secure area of this web site is limited to the individuals and entities who have been given permission and a username (e-mail address) and password to enter said area. The username and password cannot be distributed to others, and Purchaser/Licensee or Evaluator will be responsible for any and all damages resulting from the unauthorized distribution of the password in question. Purchaser/Licensee or Evaluator shall maintain as personal and confidential its assigned unique username and password. You are prohibited from transferring or sharing the username and password to any other person outside the site. Any violation of the foregoing shall result in an immediate termination of your access rights to the training and administration areas as well as liability for damages resulting from such breach. It is your responsibility to protect the username and password from unauthorized use. You will be responsible for any charges to your username and password.
- Reservation of Rights.** Curtis Communications, Inc. reserves all rights not expressly granted to Purchaser/Licensees or Evaluators of this site, including, but not limited to the right to alter, modify, update, enhance or improve the trainings and administration areas of this web site.
- Term and Termination of Service.** The license of a Purchaser/Licensee is effective until the term stated in the Order Form expires or the license is terminated, whichever occurs first. The license will also terminate automatically if you fail to comply with any term or condition of this Agreement. Curtis Communications, Inc. IS NOT ENGAGED IN RENDERING LEGAL OR OTHER PROFESSIONAL SERVICES. IF LEGAL OR OTHER EXPERT ASSISTANCE IS REQUIRED, THE SERVICES OF A COMPETENT PROFESSIONAL PERSON SHOULD BE SOUGHT. Curtis Communications, Inc. reserves the right in its sole discretion to terminate the use of this web site by a Purchaser/Licensee or Evaluator if the Purchaser/Licensee or Evaluator violates the Terms and Conditions of this web site.
- Compliance With Law.** Purchaser/Licensee or Evaluator agrees to comply with all applicable laws, rules and regulations in connection with this web site.
- Agreement to copy and maintain information.** Purchaser/Licensee hereby agrees to maintain and make copies of all data and information concerning the taking of trainings by Purchaser/Licensee's employees. Purchaser/Licensee agrees to regularly maintain copies of such information concerning the taking of trainings by Purchaser/Licensee's employees by copying such information into an excel spreadsheet or other appropriate location to be kept and maintained by Purchaser/Licensee.
- Disclaimer.** This web site is sold or provided with the understanding that Curtis Communications, Inc. is not rendering legal advice or other professional service. The law changes regularly, the law is different in each state and municipality, and you should consult a competent attorney in your state when determining a course of action or in attempting to comply with any particular legal requirements. It is also understood that Purchaser/Licensee or Evaluator has the right and power to purchase customized trainings which can be written according to the specifications of Purchaser/Licensee or Evaluator.
- DISCLAIMER OF WARRANTIES.** PURCHASER/LICENSEE OR EVALUATOR EXPRESSLY AGREES THAT USE OF THIS SERVICE IS AT PURCHASER/LICENSEE'S OR EVALUATOR'S SOLE RISK. CURTIS COMMUNICATIONS, INC. DOES NOT WARRANT THAT THIS WEB SITE WILL BE UNINTERRUPTED OR ERROR FREE; NOR DOES CURTIS COMMUNICATIONS, INC. MAKE ANY WARRANTY AS TO THE RESULTS TO BE OBTAINED FROM USE OF THIS WEB SITE. THIS WEB SITE IS PROVIDED ON AN "AS IS" BASIS WITHOUT REPRESENTATIONS OR WARRANTIES OF ANY KIND, EITHER EXPRESS OR IMPLIED, INCLUDING BUT NOT LIMITED TO WARRANTIES OF TITLE OR IMPLIED WARRANTIES OF MERCHANTABILITY OR FITNESS FOR A PARTICULAR PURPOSE OR OTHERWISE.

FURTHER, CURTIS COMMUNICATIONS, INC. DOES NOT WARRANT, GUARANTEE, OR MAKE ANY REPRESENTATIONS REGARDING THE USE, OR THE RESULTS OF THE USE, OF THIS WEB SITE IN TERMS OF CORRECTNESS, ACCURACY, RELIABILITY, OR OTHERWISE. THE ENTIRE RISK AS TO THE RESULTS AND PERFORMANCE OF THIS WEB SITE IS ASSUMED BY PURCHASER/LICENSEE OR EVALUATOR.

CURTIS COMMUNICATIONS, INC. ASSUMES NO RESPONSIBILITY FOR AND HEREBY DISCLAIMS ALL WARRANTIES, ORAL OR WRITTEN, EXPRESSED OR IMPLIED INCLUDING WITHOUT LIMITATION, WARRANTY OF MERCHANTABILITY AND FITNESS FOR A PARTICULAR PURPOSE. SOME STATES DO NOT ALLOW THE EXCLUSION OF IMPLIED WARRANTIES, SO THE ABOVE MAY NOT APPLY.

10. **LIMITATION OF LIABILITY AND RESPONSIBILITY.** CURTIS COMMUNICATIONS, INC. SHALL NOT BE LIABLE TO PURCHASER/LICENSEE OR EVALUATOR OR ANY THIRD PARTY FOR ANY INDIRECT, INCIDENTAL, SPECIAL OR CONSEQUENTIAL DAMAGES (INCLUDING DAMAGES FOR LOSS OF BUSINESS PROFITS, BUSINESS INTERRUPTION, LOSS OF BUSINESS INFORMATION, AND THE LIKE) ARISING OUT OF USE OF THIS WEB SITE OR INABILITY TO USE THIS SERVICE OR OUT OF ANY BREACH OF ANY REPRESENTATION OR WARRANTY, EVEN IF CURTIS COMMUNICATIONS, INC. HAS BEEN ADVISED OF THE POSSIBILITY OF SUCH DAMAGES. CURTIS COMMUNICATIONS, INC. SHALL NOT BE LIABLE FOR ANY LOSS, DAMAGE OR EXPENSE FROM ERRORS OR OMISSIONS ON THIS WEB SITE, WHETHER ARISING IN CONTRACT, TORT OR OTHERWISE. THIS DISCLAIMER OF WARRANTIES AND LIMITATION OF LIABILITY APPLIES TO ANY AND ALL ASPECTS OF THIS WEB SITE, AND PURCHASER/LICENSEE OR EVALUATOR AGREES NOT TO HOLD CURTIS COMMUNICATIONS RESPONSIBLE FOR THE ACTS OR OMISSIONS OF ANY THIRD PARTY IN CONNECTION WITH THIS WEB SITE.

CURTIS COMMUNICATIONS, INC.'S ENTIRE LIABILITY AND YOUR SOLE AND EXCLUSIVE REMEDY FOR ANY OTHER CAUSE WHATSOEVER, AND REGARDLESS OF THE FORM OF ACTION, INCLUDING NEGLIGENCE, SHALL NOT EXCEED THE REMEDY DESCRIBED IN THE SERVICE AGREEMENT BELOW, AND IN CIRCUMSTANCES NOT COVERED BY THE SERVICE AGREEMENT, THE REMEDY SHALL NOT EXCEED THE LICENSE FEE PAID BY YOU, THE PURCHASER/LICENSEE OR EVALUATOR.

CURTIS COMMUNICATIONS, INC. IS NOT AN INSURER WITH REGARD TO PERFORMANCE OF THIS WEB SITE. THE LIMITED WARRANTIES AND THE LIMITATION OF LIABILITY AND REMEDY ARE A REFLECTION OF THE RISKS ASSUMED BY THE PARTIES IN ORDER TO OBTAIN USE OF THIS WEB SITE AT THE SPECIFIED LICENSE FEE.

11. **General.** Performance of any party hereunder is subject to interruption and delay due to causes beyond its reasonable control such as acts of God, acts of any government, war or other hostilities, the elements, fire, explosion, power failure, telecommunications failure, industrial or labor dispute, inability to obtain supplies and the like, or breakdown of equipment or any cause beyond such party's control.
12. **Waiver.** Failure of any party to insist upon strict compliance with any of the terms and conditions hereby shall not be deemed a waiver or relinquishment of any similar right or power at any subsequent time.
13. **Entire Agreement.** No provision of this agreement may be changed or waived except by an agreement in writing and signed by the party against whom enforcement of any such waiver or change is sought.
14. **Severability.** The provisions of this agreement are severable. If any provision is found by any court of competent jurisdiction to be unreasonable and invalid, that determination shall not affect enforceability of the other provisions.
15. **Governing Law and Venue.** This agreement shall be deemed to have been executed and delivered within the State of Iowa, and the rights and obligations of the parties hereunder shall be construed and enforced in accordance with, and governed by, the laws of the State of Iowa without regard to principles of conflict in laws. Any dispute concerning the use of this web site or the trainings and administration area herein shall be heard by the Polk County, Iowa District Court or Small Claims Court, or the U.S. District Court for the Southern District of Iowa.

No action arising under this Agreement may be brought more than one year after the cause of action has accrued. Should any provision of this Agreement be held to be void, invalid, unenforceable or illegal by a court of competent jurisdiction, the validity and enforceability of the remaining provisions of this Agreement shall not be affected thereby. Failure of either party to enforce any provision of this Agreement shall not constitute nor be construed as a waiver of such provision nor of the right to enforce such provision.

PRIVACY POLICY

16. **Privacy Statement.** Curtis Communications, Inc. provides environments on the Internet to enable businesses around the world to find, use and share the information they need to do their jobs better and more efficiently. We recognize and support the need to protect the privacy rights of our Purchaser/Licensees or Evaluators through disclosure of our practices for collection and use of information gathered.

In general, you can visit many of the Curtis Communications, Inc. web sites at any time without telling us who you are or revealing any information about yourself. We log the IP address, type of operating system and browser software used by each visitor to a Curtis Communications, Inc. site, and from this information we can derive the identity of the visitor's geographic location and Internet Service Provider. We use this data in aggregate form to build higher quality, more useful facilities by analyzing the collective characteristics of our members and measuring usage of each area of our sites. We also provide statistical information based on this aggregate data to our Purchaser/Licensees or Evaluators and business partners.

On other Curtis Communications, Inc. web sites names, e-mail addresses and other information are gathered with the permission of the individual or entity involved so that information and training can be provided to Purchasers/Licensees or Evaluators of our web sites. If you are on an e-mail list you will be offered the opportunity to opt out of receiving information from us, our partners and Purchasers/Licensees.

17. **Your Consent.** By using our web sites, you consent to the collection and use of all information that you provide to Curtis Communications, Inc. and that Curtis Communications, Inc. collects based on your use of its sites. Our privacy policy is subject to change. Privacy issues represent a growing concern for all Web users. Please check our privacy policy frequently. We reserve the right to change our privacy policy at any time. Note that, by using our web sites, you signify your agreement to this Privacy Policy. If you do not agree to this Policy, please do not use the Services. Your continued use of our web sites subsequent to changes to this Policy will mean that you accept the changes. This privacy policy applies to all Curtis Communications, Inc. web sites, including but not limited to www.hrcare.com, www.emailsolver.com, www.curtiscom.net, www.hrclassroom.com.
18. **Cookie Disclosure Statement.** There is a technology called "cookies" which is a file transferred from a website to the hard drive of your computer so that the website operator may track activities on the site. Curtis Communications, Inc. uses cookies to help track activity at Curtis Communications, Inc.'s sites so that Curtis Communications, Inc. can make its sites more interesting and useful to visitors. Cookies allow us to track the most popular areas of each Curtis Communications, Inc. site. Cookies also allow us to make our sites more convenient to use.

A cookie will not permit a website operator to learn any personally identifying information about you, such as your real name or address, unless you have previously provided that information to the website operator or you have set the preferences in your browser to provide this information. We note that you can set your browser to notify you when you receive a cookie, giving you the opportunity to decide whether to accept it.

19. **Disclosure of Information.** We use non-personally identifiable information in aggregate form to build higher quality, more useful services by performing statistical analyses of the collective characteristics and behavior of our visitors and members, and by measuring demographics and interests regarding specific areas of the services.

Curtis Communications agrees not to disclose employee training data from HR Classroom to third parties, unless required by law or with the consent of the Purchaser/Licensee or Evaluator. Please note that Curtis Communications, Inc. reserves the right to disclose information submitted by or concerning any

visitor as we reasonably feel is necessary to protect our systems or business. Curtis Communications, Inc. will also disclose personal information when and to the extent we believe, in good faith, that the law requires it.

Curtis Communications, Inc. reserves the right to assign, sell, license, or otherwise transfer to a third party your personally identifiable information in connection with an assignment, sale, joint venture, or other transfer or disposition of any portion or all of Curtis Communications, Inc.'s or its affiliated entities' assets or stock. Subject to the foregoing, Curtis Communications, Inc. uses your personally identifying information in several ways: to customize various aspects of our web sites to your preferences; to send to you certain e-mail messages that are critical to your use of our web sites; to send to you information and product announcements, and the like that we feel may be of interest to you; and as may be necessary to support the operation of our web sites, such as for billing, account maintenance, and record-keeping purposes.

20. **Third Party Links.** Curtis Communications, Inc.'s sites contain links to other Internet sites. We encourage all of our partners, contributors and third parties to implement policies and practices that respect the privacy of our Purchaser/Licensees or Evaluators. However, Curtis Communications, Inc. is not responsible for the privacy practices or the content of such websites.
21. **Security.** While we strive to protect your personal information, Curtis Communications, Inc. does not ensure or warrant the security of any information you transmit to us, and you do so at your own risk.

HR CLASSROOM SERVICE AGREEMENT

Curtis Communications offers the below performance promise. If we fail to meet the performance level we offer, we will credit your account as described below. **(NOTE: if your account is an evaluation account, this Service Agreement does not apply to you. Please note that no employee data nor training records will be retained on evaluation accounts.)**

1. **Performance Promise.** Curtis Communications agrees to provide Purchaser/Licensee with availability to HR Classroom and employee training data from HR Classroom as listed below. In the event Curtis Communications fails to provide such availability and/or data to Purchaser/Licensee, Curtis Communications further agrees to provide Purchaser/Licensee a credit, subject to the following.
2. **HR Classroom Services Availability/Employee Data.** Curtis Communications agrees to provide Purchaser/Licensee with availability to HR Classroom and employee training data from HR Classroom as follows. If HR Classroom is not available for one full day (24 continuous hours), then Purchaser/Licensee will be credited (as described below) subject to the exclusions below. In addition, if employee training data is lost or corrupted, then Purchaser/Licensee will be credited (as described below) subject to the exclusions below. Employee training data will generally be maintained for as long as Purchaser/Licensee is an active Purchaser/Licensee of Curtis Communications. However, Curtis Communications only agrees to guarantee maintenance of such data for a Purchaser/Licensee for two years. Therefore, Purchaser/Licensee is required to download employee training data to Purchaser/Licensee's hard drive on a regular basis.

Exclusions. This Service Agreement does not include down time or lost data caused by the following causes: Purchaser/Licensee circuits or equipment, Purchaser/Licensee's applications or equipment, acts or omissions of Purchaser/Licensee, any use of the Service authorized by Purchaser/Licensee, HR Classroom maintenance, and other reasons including strike, fire, flood, acts of God, war or other hostilities, the elements, fire, explosion, power failure, telecommunications failure, industrial or labor dispute, inability to obtain supplies and the like, equipment failure, governmental acts, orders or restrictions, or any other reason where failure to perform is beyond the reasonable control of Curtis Communications.

Credit Remedies. In the event the above service levels are not met due to non-excluded causes, Curtis Communications agrees to provide the following credits to a Purchaser/Licensee that reports the incident to Curtis Communications within five (5) calendar days of the date of the incident:

- a. Per incident of web site downtime of 24 continuous hours, Purchaser/Licensee's account shall be credited an amount equal to one (1) day (1/365th of the annual charge to Purchaser/Licensee) of such Purchaser/Licensee's annual charge, or in its discretion, Curtis Communications may instead credit Purchaser/Licensee with additional trainings of equivalent value.
 - b. Per each 24 hours of lost or corrupted employee training data, Curtis Communications will provide Purchaser/Licensee with additional training units equal to 1/365th of the trainings purchased by Purchaser/Licensee for the year.
3. **Other Conditions, Limitations and Terms of Promise.** This constitutes the entire understanding between the parties and supersedes any and all prior and contemporaneous, oral or written representations, communications, proposals, understandings and agreements between the parties with respect to the subject matter hereof. No modification of or amendment to this Agreement, nor any waiver of any rights under this Agreement, shall be effective unless in writing and signed by both parties.
 4. **Remedies.** A PURCHASER/LICENSEE'S SOLE AND EXCLUSIVE REMEDY IN THE EVENT CURTIS COMMUNICATIONS FAILS TO MAINTAIN AVAILABILITY/EMPLOYEE DATA, TO THE EXCLUSION OF ALL OTHER REMEDIES, EXPRESS OR IMPLIED, SHALL BE FOR PURCHASER/LICENSEE TO INVOKE THE CREDIT PROVISIONS SET FORTH ABOVE. THE WARRANTIES SET FORTH IN THIS SERVICE LEVEL AGREEMENT ARE IN LIEU OF ALL OTHER WARRANTIES, EXPRESS OR IMPLIED, WITH REGARD TO ANY CLAIM OF NON-AVAILABILITY.
 5. **Limited Warranties; Limited Liabilities.** IN NO EVENT SHALL CURTIS COMMUNICATIONS BE LIABLE TO PURCHASER/LICENSEE OR ANY THIRD PARTY FOR COSTS OF PROCUREMENT OF SUBSTITUTE GOODS, LOST PROFITS OR ANY OTHER SPECIAL, CONSEQUENTIAL, INCIDENTAL, OR INDIRECT DAMAGES, LOSSES, COSTS OR EXPENSES OF ANY KIND, HOWEVER CAUSED, AND WHETHER BASED ON CONTRACT, TORT (INCLUDING NEGLIGENCE), OR ANY OTHER THEORY OF LIABILITY REGARDLESS OF WHETHER CURTIS COMMUNICATIONS HAS BEEN ADVISED OF THE POSSIBILITY OF SUCH DAMAGES, LOSSES, COSTS OR EXPENSES.
 6. **Governing Law and Venue.** This Agreement shall be deemed to have been executed and delivered within the State of Iowa, and the rights and obligations of the parties hereunder shall be construed and enforced in accordance with, and governed by, the laws of the State of Iowa without regard to principles of conflict in laws. Any dispute concerning the use of this web site or the trainings and administration area herein shall be heard by the Polk County, Iowa District Court or Small Claims Court, or the U.S. District Court for the Southern District of Iowa.

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