



## Online Courses Terms and Conditions

### Introduction

This is an agreement between you, the "User" and Catherine Hood Consulting ("CHC"), in which CHC provides an online seasonal adjustment course (the "Course") and the User agrees to receive such Course on the following terms and conditions.

### License and Restrictions

CHC hereby grants to the User a limited, non-exclusive, non-transferable license to use the Course during a limited time period and for a single User only. If you wish to obtain access for more than one user, you must purchase a subscription to the Course for each additional user needing access. You agree to use reasonable efforts to protect against unauthorized use of the Course. All rights not specifically granted in this Agreement are reserved by CHC.

UNLESS OTHERWISE EXPRESSLY PERMITTED HEREIN YOU MAY NOT: (1) make derivative works including but not limited to translations, adaptations, arrangements or any other alteration (each of which would become the property of CHC) of the Course; (2) sell, rent, lease or lend access to the Course; (3) allow another person or entity to use your individual user ID and password; (4) place any copies of the Course or any related Course materials on the Internet or any similar external network or network service such as, but not limited to, electronic, online, subscription, "fee for service" or general, uncontrolled availability to the public.

### Course Materials

The Course consists of online slides, audio, and quizzes. The quizzes are only for educational purposes and are not sent to CHC. Other course materials are in Portable Document Format (PDF) and are sent to the User via email: notes pages (6 slides per pages) of all the slides in the course, any additional worksheets, and a course evaluation form.

Once you have purchased the Course, CHC will send by email your User ID, a password of your choosing, and PDF files with the course materials as detailed above.

### Compatibility

All care has been made to make the course compatible with all browsers, but no guarantees are made to compatibility. It is your responsibility to be sure that your internet connection, browser software, and all other related software is compatible with the Course. You can test compatibility issues using the sample course on the CHC site at [http://www.catherinehood.net/samplecourse\\_whyasa.html](http://www.catherinehood.net/samplecourse_whyasa.html).

### Term and Termination

The Term of the license granted herein shall be for a certain time period given by CHC. You will have an initial period of 12 weeks, after which time the User ID and password will no longer be valid. Upon expiration of the initial period, if you have not completed the Course, you may request additional time.

If you fail to comply with any provision of the Agreement at any time, termination is automatic, without notice from CHC. Upon termination for misuse, you must cease all use of the Course. CHC may also enforce its other legal and equitable rights. You may terminate use of the Course at any time.

## Privacy

CHC will never disclose your personal information, including your name, to any third party.

Consent to monitor: Please note that CHC will monitor access to the Course, including the host name and web statistics, for the purpose of ensuring compliance with the terms of this agreement and to improve the quality of the Course.

## Obligations of the User

You are responsible for safeguarding the use of your individual User ID and password. In the event it is discovered that your individual User ID and password is also being used by another person or entity other than the User, CHC in its sole discretion, may terminate your User ID and password immediately.

## Intellectual Property, Copyrights, and Trademarks

The entire contents of the Course and the additional course materials are copyrighted under the United States copyright laws. You may not modify, publish, transmit, participate in the transfer or sale, create derivative works, or in any way exploit, any of the content contained in the Course. The downloading from the internet of copyrighted material from the Course is not allowed. You acknowledge that CHC remain the owners of all materials in the Course and that you do not acquire any of those ownership rights.

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## Disclaimer

The Course is provided "as is." CHC makes no representations or warranties, express or implied, including by way of example and not limitation, with respect to the accuracy, reliability or completeness of the Course. There is no warranty with regard to the information provided, and we assume no responsibility for any damage resulting from any use of any methods, products, instructions, or ideas contained in the Course. Information in the Course may contain typographical errors and may be changed or updated without notice. Due to the inherent nature of the internet, CHC does not guarantee uninterrupted or error-free service and does not guarantee that the User will be able to access or use the service at time or locations of your choosing. In no event shall CHC be liable to you or any other person, regardless of the cause, for the any special, direct, indirect, incidental or consequential damages arising from your inability to use the service

## Governing Law

This Agreement shall be governed by the laws of the State of Tennessee, United States, excluding its conflicts of law principles and excluding the United Nations Convention on Contracts for the International Sale of Goods.

## Acknowledgment

By purchasing the Course and thereby requesting a User ID and password for the Course from CHC, you acknowledge that you have read this Agreement, understand it, and agree to be bound by its terms and conditions.

## Request a password

After purchase of the course, you can request a specific password by contacting CHC at 615.900.1303 or [cath@catherinechhood.net](mailto:cath@catherinechhood.net).