

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 for a specific program title or group of titles. The license gives you usage rights to view the course content for a specific term and a maximum number of plays, within the primary service area (see Geographic Limitations). Once the license expires or when otherwise terminated, you have no further rights with respect to the licensed materials.
- Access Licenses are sold for a maximum number of plays within a specific license term. Once the maximum number of plays is exhausted, the license is terminated. Once the license term is completed, the license is terminated.
- What is a “play”? Beginning a program on a computer opens a three-hour viewing period which counts as one play.
- Each license starts with a one year term. Purchasing additional plays extends the term for another year and any unused plays are extended as well. Otherwise, after one year, the term is ended and unused plays are lost. The license is terminated when all purchased plays are exhausted.
- Any single purchase of at least 350 plays extends the term to three years.

Geographic Limitations

The Primary Service Area (PSA) includes all of North America, the Caribbean, 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.

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
 - Microsoft Silverlight 4 or higher (free download if not installed)
 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
 - Microsoft Silverlight 4 or higher (free download if not installed)
 3. An active broadband connection to the Internet.
- Videos on the ArcLearn™ site use Microsoft's Windows Media™ technology, Microsoft's IIS Smooth Streaming technology or Adobe Flash technology.

Additionally, Microsoft's Digital Rights Management™ (DRM) or Play Ready™ technology is used 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. **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.
- All purchases 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,, 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 at any time by providing written notice to the ArcLearn™ proprietor. All fees charged are non-refundable.
- The ArcLearn™ proprietor has the right to suspend any and all licenses whenever (i) **any** license 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 herein. "Suspend" means that access to the training video materials will be unavailable to you.
- Licenses 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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- 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.