



## **TERMS AND CONDITIONS FOR THAYER DIGITAL (ONLINE AND VIRTUAL) COURSES**

The course you have registered for (the “Course”) may contain online programs and/or virtual programs. The Course is owned by Thayer Leader Development Group, Incorporated (“Thayer”), 674 Thayer Road, West Point, New York 10996. CUX, Inc., dba CorpU (“CorpU”) provides the system platform for the online programs contained in the Course. The virtual programs contained in the Course may be hosted by providers such as Microsoft Teams, Zoom, GoToWebinar, WebEx or another platform provider.

Your registration and participation in the Course are governed by the provisions contained in these Terms and Conditions (the “Terms and Conditions”). Your consent to these Terms and Conditions is indicated by you proceeding with the Course. **IF YOU DO NOT AGREE TO THESE TERMS AND CONDITIONS YOU MAY NOT ACCESS, PARTICIPATE IN OR OTHERWISE USE THE COURSE.**

As used in these Terms and Conditions, “you” may mean you as an individual participant in the Course and/or the corporate entity that has signed a mutually executed separate client services agreement with Thayer and paid for its employees, representatives and/or guests to participate in the Course, as applicable (such agreement, the “Client Services Agreement”). If you are a corporate entity, your consent to these Terms and Conditions is indicated by your agreement to the Client Services Agreement. In the event of a conflict between these Terms and Conditions and the Client Services Agreement, the Client Services Agreement shall prevail.

### **Use of the Course**

The content provided in the Course is for personal development purposes only. By registering and participating in the Course, you represent and warrant that (i) all information you submit is truthful and accurate; (ii) you will maintain the accuracy of such information; and (iii) you are 18 years of age or older.

### **Payment**

The fee for the Course provides access to your license to the Course or, in the case of a Client Services Agreement, for the number of licenses for the set number of participants for the specified Course.

### **Cancellation**

The full Course fee is due upon registration, if not earlier under the Client Services Agreement. Your registration will be reviewed for acceptance once your registration and full payment are both received. Thayer will only accept credit card payments through its website registration. Registration closes seven (7) days prior to the start date of the Course. Registration for the Course is limited to the number of participants per cohort set forth in the Client Services Agreement and is on a first-come, first-serve basis. Spaces are guaranteed once the registration and full payment have been received. You will receive a registration and payment confirmation email separately upon receipt and verification, respectively.

You may cancel your registration without penalty if written notice is received by Thayer at least 15 days prior to the start date of the Course. If you cancel your registration between 3 and 14 days prior to the start date of the Course, Thayer shall keep 25% of your registration fee (per person) as a cancellation penalty, and will apply the balance toward another Thayer digital leadership program within the same calendar year. If you cancel your registration within 2 days of the start date of the Course, your full registration fee shall be payable and retained by Thayer as a cancellation fee.



If you wish to transfer your registration to another Thayer program to be held within one year of the Course and you are making only one transfer request: (i) if you provide notice of such request at least 15 days prior to the start date of the Course, Thayer shall permit such transfer upon payment or retention of a \$250 (per person) change fee; and (ii) if you provide notice of such request at least 14 days prior to the start date of the Course, Thayer shall permit such transfer upon payment or retention of a \$500 (per person) change fee. In either case, the balance of the registration fee will be applied towards the new Thayer program and you will be responsible for payment for any difference in tuition between the programs.

If you wish to transfer your registration in the Course to another person and you provide notice of such request and the new person's information: (i) at least 7 days prior to the start date of the Course, Thayer shall honor such request with no penalty or change fee; or (ii) at least prior to the start date of the Course, Thayer shall honor such request upon payment by you of an additional \$250 change fee.

If Thayer cancels the Course due to an act of God or any other condition reasonably beyond Thayer's control (including, without limitation, any power outage, internet connectivity problems and/or problems caused by or arising from the use of the video conference platform provider), that makes it impossible or unreasonable to hold the Course, Thayer shall not be responsible for complying with any provision of this Agreement; provided, however, that Thayer shall make reasonable efforts to transfer your payment and registration to another similar program or to the same program on a rescheduled date.

### **System Requirements**

To access the Course, you will need a computer or mobile device with the system requirements, hardware and operating systems outlined on the registration link, as well as internet access. Please check that your computer or device has the necessary requirements to access the Course, prior to registration. If your computer or device does not have these requirements, you will not be able to access the Course and your fee will not be refunded.

### **Privacy**

Thayer takes your privacy seriously. For further information about how we use and protect information provided by you during registration for, and participation in, the Course, please view our [Privacy Policy](#). Please note, however, that notwithstanding the Privacy Policy, we may disclose certain information you provide during the Course to Thayer staff and faculty (to provide more customized facilitation of the Course and feedback to Thayer on how to improve the Course), and to summarize overall and/or anonymized results for the corporate client point of contact. In addition, we may use your e-mail address to contact you after the Course with additional leadership training and informational and promotional materials; provided, however, you may opt out of these communications at any time by unsubscribing (link provided in the communication). Please also be aware that Thayer may take photos and/or video of you during the Course exclusively for use within the Course (i.e., a photo of your cohort for team cohesiveness and collaboration), but will not use such images after the Course or for any other reason without your prior written consent.

### **Unauthorized Use**

You agree not to use the Course for illegal purposes. You may not use this Course for any commercial purpose, other than to improve your own executive management and leadership skills at work. You may not use spiders, robots or other automated data mining techniques to catalog, download, store or otherwise reproduce, store or distribute content provided pursuant to the Course. You may not take any action to damage or interfere with the Course or any other user's participation in or access to the Course, including, without limitation, via means of overloading, "flooding", "mailbombing", "Zoombombing" or "crashing" the system platform. You may not



send unsolicited e-mail, including promotions and/or advertising of products or services, through the Course or forge or mask your true identity in any e-mail or posting. You may not frame portions of this Course within another web site or establish links from any other web site to any portion of this Course without Thayer's prior written consent. If applicable, you agree to communicate with other participants and any moderator, facilitator or instructor, as well as any help desk or service assistant, in a professional, respectful manner and not to harass or defame any such individuals. You also agree to keep confidential and not disclose to any third party (including others within your company) any information disclosed by other participants in your cohort during the online program of Course, nor use any such information for any purpose other than for your own leadership development, without obtaining the prior written consent of the disclosing participant.

### **Restrictions**

You agree not to: (a) share password access with other individuals for which a license has not been purchased; (b) distribute, share, sublicense, lend, lease or otherwise make the Course, Course materials, or the system platform available to any third party (on the Internet, an information network or tangible media, by broadcast or in any other manner); (c) modify, adapt, create derivative works from or translate any part of the Course or system platform; (d) reverse engineer, decompile or disassemble the course or the system platform or otherwise attempt to obtain its source code; or (e) remove or alter any copyright, trademark or other proprietary notice contained in the Course or system platform.

During the period of the Course, and for two (2) years thereafter, you agree that you will not, without Thayer's prior written consent, directly or indirectly, engage, consult with, employ or solicit services from any Thayer instructors or cause the loss of the Thayer instructor as an employee of or independent consultant to Thayer. Once the Course has terminated, you agree that any future communication regarding the obtaining additional services, consultations or engagements of any variation provided by Thayer faculty members must be coordinated and arranged through Thayer.

### **User Supplied Information**

If you supply any information or material to Thayer or others during and as part of the Course, you guarantee to Thayer that you have the legal right to supply, post, or store such information or material and that doing so will not violate any obligations to which you are subject, nor the law, nor the rights of any person or entity. You also agree to abide by any additional rules regarding posting of user content, such as the type of content allowed in various areas of the Course.

### **Grant of License and Ownership of Intellectual Property**

Upon the payment in full of the Course fee, submission of participant information and agreement to these Terms and Conditions, Thayer grants you a revocable, non-exclusive, limited license to participate in the Course in accordance with these Terms and Conditions. Each grant of license to the Course is unique to you and any access to the Course may not be shared with any other person via shared login access or any other method.

Neither the Course nor CorpU's system platform, nor any portion thereof, may be resold or redistributed or otherwise distributed in any manner. Copyright and intellectual property rights in the Course curriculum, designs, ideas and materials (including without limitation, improvements, amendments, summaries and other derivative products) shall vest exclusively in Thayer and/or the Thayer instructors. Thayer and/or the Thayer instructors shall have sole and exclusive ownership of the intellectual property rights therein (as applicable). Except for the license mentioned herein, no right, title or interest in any content or materials from the Course are transferred to you as a result of accessing or participating in the Course.



Written materials or materials provided online in connection with the Course may not be copied, modified, disclosed or distributed without the prior written consent of Thayer. The Course may not be recorded, screenshot, re-broadcast, re-streamed, taped or reproduced in any form or media without the prior written consent of Thayer. Notwithstanding the previous sentences, you may copy, download and/or modify any handouts (including, without limitation, any learning journals) provided by Thayer during the Course, as long as you do so only for your own personal leadership development purposes, do not distribute or disclose such materials to any third parties, and respect Thayer's intellectual property rights as provided in these Terms and Conditions. Your license provided in these Terms and Conditions, and access to the Course materials, shall terminate automatically without further notice upon two (2) months after the Course ends.

## **DISCLAIMER**

THE CONTENT CONTAINED ON THE ONLINE PROGRAM HAS BEEN PRE-RECORDED AND MAY NOT BE UP-TO-DATE OR ACCURATE. THE COURSE, INCLUDING ALL CONTENT THEREIN, IS PROVIDED "AS IS". TO THE FULLEST EXTENT PERMISSIBLE BY LAW, THAYER MAKES NO REPRESENTATIONS OR WARRANTIES OF ANY KIND WHATSOEVER FOR THE CONTENT IN THE COURSE. FURTHER, THAYER DISCLAIMS ANY EXPRESS OR IMPLIED WARRANTIES, INCLUDING, WITHOUT LIMITATION, NON-INFRINGEMENT, TITLE, MERCHANTABILITY OR FITNESS FOR A PARTICULAR PURPOSE. ASPECTS OF THE COURSE MAY REFLECT OPINION, PERSONAL EXPERIENCE, ONE PHILOSOPHICAL APPROACH OVER OTHERS AND/OR RECOMMENDATIONS THAT MAY NOT BE APPROPRIATE FOR YOUR SITUATION AND/OR FOR YOU. TO THE EXTENT THAT YOU RELY UPON OR USE ANY ADVICE IN THE COURSE YOU DO SO AT YOUR OWN RISK. THAYER DOES NOT WARRANT THAT THE COURSE OR SYSTEM PLATFORM WILL BE UNINTERRUPTED OR ERROR FREE, NOR THAT THE COURSE OR SYSTEM PLATFORM ARE FREE OF VIRUSES OR OTHER HARMFUL COMPONENTS. THAYER RESERVES THE RIGHT TO CORRECT ANY ERRORS, INACCURACIES OR OMISSIONS AND TO CHANGE OR UPDATE CONTENT AT ANY TIME WITHOUT PRIOR NOTICE; PROVIDED, HOWEVER, THAT THAYER DOES NOT GUARANTEE THAT ANY ERRORS, INACCURACIES OR OMISSIONS WILL BE CORRECTED. TO THE EXTENT THAT YOU ACCESS THE COURSE FROM AN INTRANET, PLATFORM OR WEB SERVER OWNED OR LICENSED TO ANY THIRD PARTY (SUCH AS YOUR EMPLOYER, FOR EXAMPLE), THAYER MAKES NO REPRESENTATIONS REGARDING THE PRIVACY OR SECURITY OF YOUR INFORMATION TO THE EXTENT CONTROLLED OR ACCESSIBLE BY SUCH THIRD PARTIES, NOR DOES THAYER HAVE ANY LIABILITY FOR DAMAGES OR LIABILITIES ARISING FROM THE USE OF SUCH PLATFORM, INTRANET OR WEB SERVER. THAYER SHALL NOT BE LIABLE FOR YOUR INABILITY TO ACCESS OR PARTICIPATE IN THE COURSE. IN NO EVENT WILL THAYER BE LIABLE UNDER ANY THEORY OF TORT, CONTRACT, STRICT LIABILITY OR OTHER LEGAL OR EQUITABLE THEORY FOR ANY LOST PROFITS, LOST DATA, LOST OPPORTUNITIES, COSTS OF COVER, EXEMPLARY, PUNITIVE, PERSONAL INJURY/WRONGFUL DEATH, SPECIAL, INCIDENTAL, INDIRECT OR OTHER CONSEQUENTIAL DAMAGES, EACH OF WHICH IS HEREBY EXCLUDED BY AGREEMENT OF THE PARTIES REGARDLESS OF WHETHER OR NOT EITHER PARTY HAS BEEN ADVISED OF THE POSSIBILITY OF SUCH DAMAGES. IF YOU ARE DISSATISFIED WITH THE COURSE, THE SYSTEM PLATFORM, THE CONTENT, OR WITH THE TERMS OF USE, YOUR SOLE AND EXCLUSIVE REMEDY IS TO DISCONTINUE ACCESSING OR PARTICIPATING IN THE COURSE. YOU ACKNOWLEDGE, BY YOUR PARTICIPATION IN THE COURSE, THAT SUCH PARTICIPATION IS AT YOUR SOLE RISK. BECAUSE SOME STATES DO NOT ALLOW THE EXCLUSION OR LIMITATION OF LIABILITY FOR CONSEQUENTIAL OR INCIDENTAL DAMAGES, SOME OF THE ABOVE LIMITATIONS MAY NOT APPLY TO YOU. IN SUCH STATES, THAYER'S LIABILITY IS LIMITED AND WARRANTIES ARE EXCLUDED TO THE GREATEST EXTENT PERMITTED BY LAW, BUT WILL, IN NO EVENT, EXCEED THE AMOUNT OF THE COURSE FEE.



## **Indemnity**

You understand and agree that you are personally responsible for your behavior while participating in the Course. You agree to defend, indemnify and hold Thayer, the applicable platform provider and each entity's officers, directors, agents, subcontractors, affiliates and employees, harmless from any loss, liability, claim, cost, damage or demand, including reasonable attorneys' fees and costs, due to or arising out of your use, misuse or inability to participate in the Course, information you post on the Course, and/or arising from your breach of these Terms and Conditions.

## **Thayer Status.**

In providing the Course to you, Thayer shall be an independent contractor. Nothing in these Terms and Conditions shall be interpreted or construed as creating, establishing, continuing or re-establishing any employer-employee, partnership, joint venture, agency, or any other relationship with you (other than as a customer), the existence of which is expressly denied by you. You are not authorized, nor shall have any authority, to make any representation, contract or commitment on behalf of Thayer, or otherwise bind Thayer in any respect whatsoever.

## **Links**

The Course may contain links or references to other web sites not maintained by Thayer. Other sites may also reference or link to the Course, to Thayer's website, or the system platform. We encourage you to be aware when you leave our Course and the applicable system platform, and to read the terms and conditions and privacy statements of each and every web site that you visit. We are not responsible for the practices or the content of other web sites.

## **International Use**

Thayer makes no representation that the content contained the Course is applicable or appropriate for use in locations outside the United States. You agree to comply with all applicable laws and local rules regarding the transmission of technical data, acceptable content and online conduct.

## **Termination**

If you breach any of these Terms and Conditions, Thayer reserves the right to terminate your access to, participation in and use of the Course immediately without prior notice and without refund.

## **Governing Law**

The laws of the State of New York, without regard to its conflict of law rules, shall govern these Terms and Conditions, the [Privacy Policy](#), your use of the Course and the content contained therein, for all matters arising therefrom or relating thereto. YOU HEREBY EXPRESSLY CONSENT TO EXCLUSIVE JURISDICTION AND VENUE IN THE COURTS OF ORANGE COUNTY, NEW YORK.

## **Miscellaneous**

Our failure to exercise or enforce any right or provision of these Terms and Conditions shall not operate as a waiver of such right or provision. The section titles in these Terms and Conditions are for convenience only and have no legal or contractual effect. Nothing contained in these Terms and Conditions is in derogation of our right to comply with governmental, court and law enforcement requests or requirements relating to your use of



the Course or information provided to or gathered by us with respect to such use. If any part of these Terms and Conditions is determined to be invalid or unenforceable pursuant to applicable law including, but not limited to, the warranty disclaimers and liability limitations set forth above, then the invalid or unenforceable provision will be deemed superseded by a valid, enforceable provision that most closely matches the intent of the original provision and the remainder of these Terms and Conditions shall continue in effect. These Terms and Conditions (including the [Privacy Policy](#) and the Client Services Agreement, if applicable) constitute the entire understanding between you and Thayer and explicitly override and replace any promotional or other materials or statements (whether written, oral or otherwise) that may relate to this Course. These Terms and Conditions may be changed at any time without prior notice. These Terms and Conditions are available on Thayer's website, so you should periodically check the website for such changes. Your continued participation in the Course conclusively demonstrates your acceptance of any such changes.

### **Questions**

Should you have any questions regarding these Terms and Conditions you may contact us at [info@thayerleadership.com](mailto:info@thayerleadership.com). These Terms and Conditions are effective and were last updated on October 26, 2020.