



TERMS AND CONDITIONS FOR THAYER ONLINE COURSES

The online course for which you are registering (the “Course”) is owned by Thayer Leader Development Group, Incorporated (“Thayer”), 674 Thayer Road, West Point, New York 10996. The Course is operated by CUX, Inc., dba CorpU (“CorpU”) which provides the system platform for the Course.

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 online 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 or representatives 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 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 for the number of licenses for the set number of participants for one specified Course, as set forth in the Client Services Agreement.

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](https://www.thayerleadership.com/about/privacy-policy) at: <https://www.thayerleadership.com/about/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 results for the corporate client point of contact.

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" 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. 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 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 previously developed by Thayer and/or Thayer instructors prior to your agreement to these Terms and Conditions and/or during the period of this Course 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, taped or reproduced in any form or media without the prior written consent of Thayer. 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 THIS COURSE 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 EDUCATIONAL SERVICES 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 EDUCATIONAL SERVICES, 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. 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, CorpU 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, due to or arising out of your use, misuse or inability to participate in the



Course or the content contained thereon or system platform on which the Course is hosted, and/or arising from a breach of these Terms and Conditions by you (including, without limitation, any breach of your representations, warranties and/or covenants set forth herein).

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 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 CorpU's 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. These Terms and Conditions are effective and were last updated on April 27, 2020.