

# Terms and Conditions

Welcome to this NASM or AFAA website (“Site(s)”), which are owned and operated by the Assessment Technologies Institute, LLC, through its division located at 1750 E. Northrop Blvd., Suite 200, Chandler, AZ, 85286, USA (the “Company”).

PLEASE READ THIS AGREEMENT CAREFULLY. IT IS A LEGAL AGREEMENT ("AGREEMENT") BETWEEN YOU AND THE COMPANY, AND GOVERNS YOUR ACCESS TO AND USE OF THIS WEBSITE AND THE PRODUCTS, SERVICES, MATERIALS, COURSES, AND ASSESSMENT (REFERRED TO HEREIN AS “PRODUCTS AND/OR SERVICES”) OFFERED ON THIS WEBSITE. BY ACCESSING OR USING THIS WEBSITE OR BY ORDERING THE PRODUCTS AND SERVICES OFFERED HERE, YOU AGREE TO BE BOUND BY THE TERMS OF THIS AGREEMENT.

## GETTING STARTED

By purchasing any Products or Services or registering for an account, examination, course, or membership with or through this Site, you are legally bound to the following terms and conditions. Prices, terms and offerings on the Sites are subject to change at any time without notice.

## Eligibility

In order to participate in workshops or other live events or to sit for a certification examination:

- You must possess a high school diploma or the equivalent, such as the General Education Development (GED) test (for more detailed information, please see the Candidate Handbook); and
- You must obtain and maintain Adult CPR and AED certifications from an approved CPR/AED provider, such as the American Red Cross, American Heart Association, the Emergency Care & Safety Institution (please contact Member Services to confirm that any other provider has been approved and please note that online providers are not acceptable). All CPR/AED courses must have a hands-on training component.

Candidates for an Advanced Specialization (PES or CES) must hold either a bachelor's degree in a health and fitness field or have a current NCCA accredited CPT certification. Candidates may also petition for advanced specialization eligibility if they hold a bachelor's degree in a field other than health and fitness and they have extensive health and fitness industry experience.

**Candidate Handbook.** In addition to these Terms and Conditions, candidates for the NASM Certified Personal Trainer ("NASM CPT") and CPT Certified Professionals are subject to the policies and procedures set forth in the Candidate Handbook. *Before purchasing any NASM CPT products or Product Packages or before the Return Period expiration, you should review the Candidate Handbook.*

In the Candidate Handbook, you will find essential information about policies and procedures for CPT candidates and CPT Certified Professionals, registering for the CPT examination, special

programs offered to CPT candidates such as the NASM CPT Development Program, information about guarantees, continuing education and recertification requirements for CPT Certified Professionals, and other terms and conditions. *All Candidates and CPT Certified Professionals are required to review the Candidate Handbook prior to examination and recertification.*

### Your Account

In creating an account with NASM or AFAA ("Account"), you will be required to provide certain information. Upon establishing an Account with the Company, you will be provided with a username, access code or product code. *When establishing your Account, you agree to:*

- Provide complete and accurate information to the Company and to permit the Company to store and use your registration data for use in maintaining your account and as provided in the Privacy Policy.
- You agree to protect your username and password, as well as any access codes and product codes provided by the Company, and not share them with others or permit any unauthorized use of the Products and Services.
- You certify and represent that you will be the person using the Products and Services for which you have registered and that any attestations which you are required to complete in connection with the foregoing will be completed only by you.

### **Exam Registration**

Along with establishing your account, you may be required to separately register for an examination date, depending on the products you select. The Company recommends that examination candidates register for their exam at least sixty (60) days prior to an anticipated examination date to better able to select his/her preferred date and to allow time for receipt of materials and self-study. All examination registrations, including registrations from bulk purchases, are nontransferable.

### **Workshop Registration**

The purpose of a workshop is to provide participants with a live, practical application of the subject matter. Participation in a workshop does not guarantee improved performance on the exam. You are responsible for scheduling your own workshop within the online student portal at least one week prior to the workshop. Only those participants who are enrolled in a workshop through the online student portal may attend the workshop. Continuing Education Units ("CEUs") will only be awarded if you attend the entire workshop and you are certified and your certification is current at the time of attendance.

## **PRODUCT AND SERVICES TERMS**

### **Payment**

All fees are expressed in U.S. dollars. The Company accepts the following credit and debit card types: American Express, Discover Card, Visa, and MasterCard. Additional forms of payment with business checks, cashier's checks or money order are accepted for paid in full non-installment orders and orders placed within the United States. For orders placed from outside the United States and when paying by installments (not available for all Products and Services), the only accepted forms of payment are by credit card or debit card. If for any reason payment is incomplete or untimely (returned check, declined credit card, etc.), your account will be placed on hold and you (or, if you are a fitness or educational partner, your students or employees) will be unable to access or complete any online material, quizzes or exams until full payment of the then due amount, plus any fees, is received, processed and approved. The Company has the right to reject any order and/or to limit quantities on any order, for any reason at its sole discretion.

Bulk Purchases. Please contact a Sales Associate for more details.

Installment Plans. When paying by installment (not available for all Products and Services), the terms and conditions of the Retail Installment Contract (RIC) which will be executed by you and the Company will apply and govern. Please note that the RIC may include terms that are inconsistent with this policy but, in all such cases, the terms of the RIC will supersede the terms set forth herein. In order to enter into and maintain an installment plan, a valid form of payment must be provided to the Company and, should the payment form subsequently be cancelled, you must immediately provide another valid form of payment to the Company. Cancellation of a payment form does not excuse you from your obligations under the RIC. Nonpayment will jeopardize your access to Company products and services, your certification status and your ability to recertify.

Corporate Discounts. Corporate pricing and bulk discounts for products and services may be available. Please contact a Sales Associate for more details. Discounts, promotions and credits may not be combined with other offers and are not transferable. Additional restrictions may apply. After initial purchase, corporate discounts will only be honored within 28 days of purchase with proof of employment provided on purchase date.

Fitness and Education Partnerships. Customized packages are available for educational institutions and health clubs that meet certain criteria. Pricing is based on volume and level of commitment. If, pursuant to the agreement between the Company and the partner, a customized package does not require upfront payment in full, failure by the partner to make complete and timely payments will result in the partner's account being placed on hold and a suspension of access to the Company's products and services for the partner's students or employees until full payment of the then due amount, plus any fees, is received, processed and approved. Please contact a Sales Associate for more details.

## Returns, Refunds & Exchanges; Cancellations

This policy is applicable to all Products and Services, including continuing education. **Please note** that any previously published policies concerning returns, refunds, exchanges or cancellation have been replaced by the policies stated herein and are such earlier policies are no longer applicable.

You may be entitled to a refund under the following conditions and in accordance with the following rules:

- You contact the Member Services department within the Return Period to request a refund or exchange.
- All sales are final twenty-eight (28) days after date of purchase (the “Return Period”). In other words, as of the 29th day following the date of purchase, the Company will not provide refunds or accept returns.
- The following fees are non-refundable: Shipping and/or Handling, Application, Administration, Test Extension, Late Cancellation, Retest, Workshop Transfer, Program Extension, Petition, Recertification, Recertification Late Fees, and Recertify for Life.
- Online account registrations and examination registrations are non-transferable.
- No refund or exchange will be provided for any discontinued or non-current edition of any product, unless the request for refund is made by the direct purchaser (the person who purchased the product directly from the Company) and such product was delivered by the Company to the direct purchaser within the 28 day refund/exchange period.
- Bulk orders will only be refunded if the entire order is returned within the Return Period.

For Purchases under \$100 (excluding workshops only purchases).

Refunds are not available for any purchase under \$100. You may receive an exchange of equal or lesser value under the following conditions and in accordance with the following rules:

- You contact the Member Services department within the Return Period to request an exchange.
- You have not attempted the final test, exam or proctored exam associated with the product you purchased. **If you have attempted the final test, exam or proctored exam you will not be entitled to an exchange.**
- You are responsible for contacting Member Services to arrange for your selected replacement product within one (1) year of the original purchase date (the “Exchange Period”).
  - If you do not arrange for your replacement product within the Exchange Period, your right to an exchange will expire and you will not be entitled to a refund. Please note that the Exchange Period does not extend any other deadlines, such as recertification deadlines.
- You will be charged for any price difference between your original purchase price and the then current price of the replacement product. You will not be entitled to a refund if

you exchange for a product or service that has a lower price than the original purchase price.

- You will be charged any standard fees (such as a shipping fee, if applicable), associated with the replacement product you select in exchange.

For Purchase of \$100 or more (excluding workshop only purchases).

Exchanges are not available for any purchase of \$100 or more. You may be entitled to a pro-rata refund under the following conditions and in accordance with the following rules:

- You contact the Member Services department within the Return Period to request a refund.
- You have not attempted the final test, exam or proctored exam associated with the product or service you purchased. **If you have attempted the final test, exam or proctored exam you will not be entitled to a refund.**
- Often products are sold as packages (e.g., hardcopy book, online program and final exam). Refunds are not available for individual items within a Product Package. If an item within a Product Package is defective, you can request an exchange of that item by contacting the Member Services department within the Return Period.
- Any standard fees (such as a shipping fee, if applicable) associated with your original purchase are non-refundable. Refunds are available only for the “Product Price”, which is the total purchase price minus all standard fees charged at the time of purchase, and then only for the portion of the Product Price that has been paid to the Company at the time of the refund request. In other words, if you are making installment payments and you timely seek a refund, the maximum refund would be the amount you had paid to date, minus all standard fees charged at the time of purchase, minus the \$50 administration fee applied to all refunds.
- Your refund will be calculated based on your usage of the online product you purchased. You can see your usage amount by looking at the “Progress” bar within the online product.
  - If there has been no use of the online product, you will receive a refund equal to 100% of tuition paid, less a \$50 administrative fee;
  - If you have completed 25% or less of the online product, you will receive a refund equal to 75% of tuition paid, less a \$50 administrative fee;
  - If you have completed 26-50% of the online product, you will receive a refund equal to 50% of tuition paid, less a \$50 administrative fee.
  - If you have completed 51% or more of the online product, you will not be entitled to any refund.
- All refunds are issued in the same form as the original payment. For example, if a credit card was used for the original purchase, the refund will be made back to that credit card. Please note, however, that if the rules of the credit card company do not permit a refund be issued to the card (typically because of the date of the original transaction), the Company instead will issue a check.

### For Workshops purchases.

You may return for a refund or exchange (either for another workshop or for the same workshop on another date) a purchased workshop, that was not sold as part of a Product Package, under the following conditions and in accordance with the following rules:

- You may request a refund or an exchange if you contact the Member Services department at least fifteen (15) days before the date of the scheduled workshop (excluding the date of the workshop).
- You may request an exchange if you contact the Member Services department at least seven (7) days before the date of the scheduled workshop (excluding the date of the workshop) and you pay the Workshop Transfer fee of \$35.
  - The Company, in its sole discretion, may allow an exchange outside the seven (7) day period when it deems the circumstances warrant an exception. You will be required to pay the Workshop Transfer fee of \$35.
  - Under no circumstances, will a return for refund or an exchange be made if sought on or after the date of the scheduled workshop.
- If an exchange is sought and approved:
  - You are responsible for scheduling the replacement workshop within one (1) year of the original purchase date (the “Exchange Period”). If you do not schedule a replacement workshop within the Exchange Period, your right to an exchange will expire and you will not be entitled to a refund. Please note that the Exchange Period does not extend any other deadlines, such as the recertification deadline.
  - You can choose any workshop for which you meet the prerequisites.
  - If the then current price of the workshop you choose is greater than the original purchase price you paid, you will be charged the difference. You will not be entitled to a refund if you exchange for a workshop that has a lower price than the original purchase price.
- If a refund is sought and approved, the refund will be issued in the same form as the original payment. For example, if a credit card was used for the original purchase, the refund will be made back to that credit card.

### Cancellation of a Workshop or Other Live Event.

In the event that the Company cancels a workshop or other live event, you will be notified as soon as practical under the circumstances using the contact information you provided at time of registration. In such case, you will be entitled to a full refund, less any merchandise you may choose to keep and any standard fees associated with the merchandise you choose to keep.

Under no circumstances will the Company be liable for reimbursement of expenses incurred by you, if the Company notifies you or makes reasonable effort in good faith to notify you prior to the date of the workshop or live event. Before incurring additional expenses, you should verify the event at: <http://www.nasm.org/continuing-education/workshops>.

Notwithstanding the foregoing, if the Company cancels or postpones a workshop or live event due to inclement weather, force of nature or any act of God, the Company reserves the right to reschedule another, similar workshop or event at a convenient venue to the original location,

within twelve (12) months from the date of such cancellation or postponement and, in such circumstances, no refund will be due and the Company will not be liable for any consequential loss resulting from such cancellation or postponement.

### **NASM Advanced Specializations**

**Please note** that NASM offers both Advanced Specializations and Specializations. This section concerns only the Advanced Specialization which are the Performance Enhancement Specialization (PES) and the Corrective Exercise Specialization (CES).

Candidates for an Advanced Specialization must hold either a bachelor's degree in a health and fitness field or have a current NCCA accredited CPT certification. You may also petition for eligibility with a bachelor's degree in field other than health and fitness if they have extensive health and fitness industry experience.

You must be current on any financial obligations you have with the Company, including any payment plans or outstanding fees for prior purchases, to be eligible for an Advanced Specialization. Additionally, the exam registration and any applicable fees must be paid in full before you are eligible to take an Advanced Specialization exam.

The exam for an Advanced Specialization must be completed within one year (365 days) of the original purchase date. If you do not take your test within the one-year period, you may still schedule your exam at any time after your testing period has expired but you will be subject to a Test Extension Fee. Advanced specializations do not expire and do not require renewal.

**Advance Specializations Retest Policy.** If you do not successfully pass your Advanced Specialization exam, you may contact NASM three or more business days after the date on which you took the exam to purchase a retest. You will have 180 days from the retest purchase date to take the exam.

### **AFAA-Branded Certifications**

AFAA Group Fitness Instructor and Personal Trainer certifications each require the completion of a prescribed learning program and passing of an examination. You must complete the program within one (1) year of your registration date.

Your certification must be renewed every two years. In order to recertify, you must earn at least 15 approved hours of continuing education and at least 2 of these CEUs must be from AFAA continuing education courses. You can select to earn your remaining CEUs by taking additional AFAA courses or courses offered by AFAA-approved providers. If you take coursework that is not pre-approved, you may fill out a [petition application](#) for CEU review and approval. Your CPR/AED certification must be current in order to recertify.

## **ADA Accommodations**

Special accommodations for candidates with documented disabilities pursuant to the American with Disabilities Act (ADA) are available for certification examinations. The Company will provide reasonable testing accommodations to candidates whose documented disabilities or other qualifying medical conditions hinder their ability to take an examination under standard conditions. The Company reserves the right to determine the reasonableness of the accommodation requested and accommodation will be granted only to the extent that such accommodation does not fundamentally alter the examination or cause an undue burden to the Company or the testing center. The cost of excessive accommodation requirements is to be borne by the candidate (i.e., electronic communication equipment, etc.). Your request for an accommodation must be submitted at least 30 days prior to the examination date using the form available at <http://www.nasm.org/become-a-personal-trainer/personal-trainer-certification-exam>.

## **GENERAL TERMS**

### **Shipping; Delivery**

In-stock items normally ship in 2 business days for orders placed before 12:00 p.m. (noon) PST, Monday through Friday, excluding holidays. Access to online courses may take 2 business days to process.

### **International Shipping.**

International orders (placed from outside the United States) must be paid for by credit card or wire transfer. Due to the variance of international shipping rates, the Company will add the exact shipping charge to your purchase order. If shipping charges exceed \$100, you will be contacted for approval.

### **Confidentiality**

Except as permitted by this Agreement, the Company's Privacy Policy posted on this Site and any opt-in elections you have made, no Company employees, committees or panels shall divulge confidential information about you without your express written consent, except that certification status, once earned, will be made available to the public as required by the Company's accreditor or state law. Confidential information consists of your application status, your raw certification examination scores, your phone number(s), your email address(es), and your residential address(es). You acknowledge and agree that the Company may de-identify and aggregate your learning data, as kept within its online products, your examination scores and your product usage data with the same data of others and to use that aggregated data as the Company deems appropriate. You acknowledge and agree that your certification status is not confidential information and that the Company may disclose your current certification status, including expiration dates, to third parties. Please reference the [Privacy Policy](#) on this Site for more information about the protection and use of data.



## **Nondiscrimination Policy**

NASM and AFAA do not discriminate against any individual because of age, disability, gender, national origin, race, religion, sexual orientation, veteran status or any other protected class. NASM and AFAA endorse and adhere to the principles of equal opportunity.

## **License Terms**

Products and services made available to you by the Company are licensed, and not sold, to you, subject to the terms of this Agreement and your timely payment of any fees due and payable by you to the Company. Your license to use Company's products and services is subject to your prior acceptance of this Agreement and you agree that these terms will apply to each Company's product and service, including any updates or enhancements thereto. You are not authorized to assign or transfer this license or your access code, username, or password to any other person or entity. Other than the rights granted to you in this Agreement, the Company grants you no other rights. You agree not to copy, modify, rent, lease, loan, sublicense, sell, distribute, disassemble, decompile, reverse engineer, or create any derivative works or translations of or based on the Company's products and services (except as and only to the extent that the foregoing restrictions is not permitted under applicable law or to the extent permitted by the license terms of any open-source components included with the Company's products and services). You agree to use the Company's products and services only as permitted under this Agreement and any terms delivered with the Company's products and services. Any violation of these terms may subject you to civil and criminal penalties, prosecution, monetary damages, and the immediate termination of your license to use the Company's products and services. If the Company reasonably suspects that you have violated this Agreement, or if you have not paid the fees that are due and payable by you to the Company, then, without notice to you, the Company may terminate this Agreement, the license, and your Account and deny you further access to the Company's products and services. Upon termination of this license, you shall cease all use of the Company's products and services and remain liable for paying all amounts that may be due and payable by you to the Company. The Company reserves the right to modify, suspend, remove, or disable access to any Company products or services at any time without notice and in no event will the Company be liable for making any such changes.

## **Intellectual Property**

You understand and agree that the Company's products and services constitute intellectual property and proprietary material that is owned by the Company, its affiliates, or its licensors and is protected under intellectual property laws in the United States and other countries, which includes, but is not limited to, copyright. All rights not expressly granted to you under this Agreement are reserved by the Company and its licensors. The Company names and acronyms, including NASM® and AFAA®, and other Company trademarks, service marks, graphics, and logos used in connection with the Company's products and services are trademarks or registered trademarks of the Company in the United States and/or other countries. Other trademarks, service marks, graphics, and logos used in connection with the Company's products and services may be the trademarks of their respective owners. The Company and its licensors do not grant to

you any right or license in connection with any of the foregoing trademarks, service marks, graphics, or logos.

You agree to abide by all copyright notices and restrictions contained on this or any website of the Company, on the Company's products and services and in accordance with this Agreement. You may not copy, distribute, enter into a database, display, perform, create derivative works, translate, or transmit any content contained in the Company's products or services, except that you may download one copy of any Company materials accessible online so long as you comply with the terms of this Agreement. All Company products and services are provided for your own personal, non-commercial use. You may not alter the text or remove any trademark or other notice displayed on the Company's products or services. All rights are reserved.

The Company's logos, trademarks, and servicemarks ("Marks"), are owned by the Company. You may not use the Marks without the prior written approval of the Company.

### **No Resale**

The Company's products and services are not provided for redistribution or resale under this Agreement.

### **Compliance with Laws; Export**

You agree to comply with all applicable federal, state, and local laws, including without limitation, all applicable laws in the jurisdiction where you reside, in your use of the Company's products or services. You will not use the Company's products or services in any way that is prohibited by U.S. law or that would violate U.S. export regulations. You may not use or otherwise export or re-export the the Company's products or services except as is permitted under U.S. laws and the laws of the jurisdiction where you reside. Neither the Company's products nor its services may be exported into any U.S. embargoed countries or to anyone on the U.S. Government's list of specially designated nationals or denied persons or entities. You warrant that you are not located in any such country or on any such list.

### **Government Use**

The Company's products and services were developed using private funds and are "Commercial Items" as defined in 48 C.F.R. §2.101, consisting of "Commercial Computer Software" and "Commercial Computer Software Documentation." Consistent with 48 C.F.R. §12.212 or 48 C.F.R. §227.7202-1 through 227.7202-4, as applicable, such Commercial Computer Software and Commercial Computer Software Documentation are being licensed to the U.S. Government solely as Commercial Items and only with those restricted rights granted to all other end-users pursuant to the terms of this Agreement. Unpublished-rights reserved under the copyright laws of the United States.

## **Use of Links**

The Company may include material from third parties or include links to third party websites in its products and services. Such material is provided as a convenience to you and the Company assumes no liability or responsibility for such third party materials or websites. Please note that these third party websites may have privacy policies that differ from those of the Company and the Company encourages you to carefully read those policies. The Company's Privacy Policy applies only to information collected by the this or other Company websites.

## **Disclaimer of Warranties**

THE COMPANY'S PRODUCTS AND SERVICES ARE PROVIDED TO YOU "AS IS" AND "AS AVAILABLE", WITHOUT WARRANTY OF ANY KIND, AND THE COMPANY HEREBY DISCLAIMS ALL WARRANTIES WITH RESPECT TO ALL PRODUCTS AND SERVICES, WHETHER EXPRESS OR IMPLIED, INCLUDING, BUT NOT LIMITED TO, IMPLIED WARRANTIES OF MERCHANTABILITY, FITNESS FOR A PARTICULAR PURPOSE, SATISFACTORY QUALITY OR TITLE, QUIET ENJOYMENT, AND NON-INFRINGEMENT. No oral or written statement by any Company employee or representative shall create a warranty or modify this section. Certain jurisdictions do not permit the exclusion of implied warranties, so the forgoing exclusion may not apply to you.

YOU EXPRESSLY AGREE THAT your use of, or your inability to use, the Company's products or services is at your sole risk. The Company does not warrant for the accuracy or completeness of any information, text, graphic, links or other items contained within the Company's products or services or for any errors, omissions, or any outcomes related to your use of the Company's products and services. The Company takes precautions to protect itself against, but makes no warranties respecting, any harm that may be caused by the transmission of a computer virus, worm or other system or network infection or attack. The Company does not guarantee that your use of the Company's products or services will be error-free or uninterrupted.

## **Disclaimer: No Provision of Professional Advice; No Guarantee**

The Company, its licensors and contributors are not engaged in rendering medical, legal or other professional advice of services and the content of the Company's products or services or its websites and marketing materials are not intended to take the place of such advice. If such advice or other expert assistance is required, the service of a competent professional should be sought. Please consult a physician or other appropriate professional before using any of the information, services, products or other resources you may find in the content of the Company's products or services or the Company's websites and marketing materials, or other resources mentioned or made accessible through the Company's websites. The Company does not endorse, sponsor or guarantee any of the information of others, including advertisers, providers or partners, that may be accessible or made available on its websites or in its marketing materials or posted by any users who are not officers, directors, employees, representatives or agents of the Company. Except as specifically stated in the Candidate Handbook, the Company does not guarantee that the use of any of its CPT study or preparation materials or tools guarantees

success on the certification exam or of future employment. Use of the Company's CPT study or preparation materials or tools is not required to sit for the certification examination.

#### **Disclaimer: No Endorsement or Affiliation**

Without limiting the foregoing, the Company makes no representations or warranties and assumes no liability regarding the background, suitability or qualifications who may participate in Workshops or other live events, whether as providers (independent contractors who serve as instructors or trainers, staff of the facility or other non-employees of the Company present at such events) or as recipients of the Company's products or services. Participants are solely responsible for making their own inquiries regarding the suitability of such individuals.

#### **Limitation of Liability**

IN NO EVENT WILL THE COMPANY, ITS DIRECTORS, OFFICERS, EMPLOYEES, AFFILIATES, AGENTS, CONTRACTORS, PRINCIPALS, OR LICENSORS BE LIABLE FOR ANY DIRECT, INDIRECT, SPECIAL, INCIDENTAL, PUNITIVE, OR CONSEQUENTIAL DAMAGES, INCLUDING BUT NOT LIMITED TO, LOST PROFITS, LOSS OF DATA, OR BUSINESS DISRUPTION, ARISING OUT OF OR IN CONNECTION WITH THIS AGREEMENT OR YOUR USE OF THE PRODUCTS AND SERVICES, INCLUDING WITHOUT LIMITATION SERVICES, INCLUDING BUT NOT LIMITED TO, ANY ERRORS OR OMISSIONS IN ANY MATERIALS OR ANY LOSS OR DAMAGE OF ANY KIND, EVEN IF ADVISED OF THE POSSIBILITY OF SUCH LOSS OR DAMAGE. CERTAIN JURISDICTIONS DO NOT PERMIT THE EXCLUSION OF CONSEQUENTIAL OR INCIDENTAL DAMAGES, AND IN SUCH JURISDICTIONS, THE COMPANY'S LIABILITY SHALL BE LIMITED TO THE EXTENT PERMITTED BY APPLICABLE LAW.

In no event shall the Company's total liability to you for all damages exceed the amount of one hundred dollars (\$100.00). The foregoing limitations will apply even if the above stated remedy fails its essential purpose.

#### **Indemnification**

By using the Company's products and services and this Site, you accept this Agreement and you agree that you will indemnify and hold the Company and its parent companies and affiliated entities, its and their respective directors, officers, employees, agents, contractors, principals, and its licensors and suppliers and their respective parent companies, affiliated entities, directors, officers, employees and agents harmless in connection with any claim arising out of your breach of the terms of this Agreement, your use of the Company's products and services, or any action taken by the Company to protect its intellectual property, including, but not limited to, suspension or termination of your access to the Company's products and services.

## **Miscellaneous**

The Company reserves the right to update and modify these Terms and Conditions without advance notice to you and such changes will be effective immediately when posted on this site and will govern your continued use of the Company's products and services.

If you are current on all financial obligations to the Company, your access to Company products or services typically will expire 180 days from the initial purchase date (provided the version of the purchased Company products or services is still available) unless you purchase a program extension. This period may vary if your access is through a NASM Academic Partner, in which case access is typically aligned with your school's program start and end dates. The Company reserves the right to disable access to its products and services temporarily, until all late payments and fees have been made, and permanently for default on payment obligations. The access period described here will not be extended to make up any time lost due to a period of disabled access.

This Agreement is governed by the laws of the State of Kansas, U.S.A., without giving effect to its conflict of law provision. Exclusive jurisdiction for any claim arising out of this Agreement will be in the courts of the State of Kansas, U.S.A. The parties each waive any rights to a jury trial for any claim or cause of action arising out of this Agreement. No Company employee or representative has any right or authority to modify, whether orally or in writing, the terms of this Agreement, unless such modification is in a written agreement signed by an authorized representative of each party.

This Agreement is the entire and exclusive agreement between the Company and you regarding your use of the Company's products and services and replaces any prior agreements between you and the Company regarding the subject matter herein. If any part of this Agreement is determined to be invalid or unenforceable, the remaining portions shall remain in full force and effect. The Company's failure to enforce any right under this Agreement will not constitute a waiver of such right or of any other right under this Agreement. The Company is not responsible for failing to fulfill its obligations hereunder for reasons that are outside of the Company's control. This Agreement, and the license rights granted herein, are not assignable by you and any attempt to do so is of no force and effect.

The Company reserves the right to take steps it believes are reasonably necessary or appropriate to enforce and/or verify compliance with any part of this Agreement. You agree that the Company has the right, without liability to you, to disclose any registration data and/or account information to law enforcement authorities, government officials, and/or a third party, as the Company believes is reasonably necessary or appropriate to enforce and/or verify compliance with any part of this Agreement (including but not limited to the Company's right to cooperate with any legal process relating to your use of the Company's products or services, and/or a third-party claim that your use of the products or services is unlawful and/or infringes such third party's rights).

**PRIVACY STATEMENT; TERMS AND CONDITIONS**

Your use of the Company's products and services is subject to the Company's [Privacy Policy](#) found on this Site and these Terms and Conditions.

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