

Advanced Response Engineering Terms of Service

(Updated August 28, 2017)

1. Introduction; Changes

Please read these Terms of Service and the other Agreements described immediately below before registering for, accessing or using any portion of the ARE website (the “Site,” which consists of all content and pages located within and accessible at the AREngineering.net web domain) or any other websites, applications, programs or online or mobile products or services of ARE (collectively, the “Services”). The term “Services” includes the Site and all content and pages located within and accessible via the Site, as well as any program material, program or cohort pages and platforms, directories and other electronic services available via the Site or any of the other Services. These Terms of Service and our Privacy Policy are agreements (the “Agreements”) between you and ARE. By registering for, accessing or using any Services, you accept and agree to be legally bound by the Agreements, whether or not you are a registered user or have an account. If you do not understand or do not wish to be bound by the terms of the Agreements, do not register for, access or use any Services.

We may make changes to the Agreements at any time, but will alert you that we are doing so by giving notice via the Services or by some other means. By registering for, accessing or using any Services after any changes have been made, you signify your agreement to the modified Agreements and all of the changes, which will be effective immediately unless we notify you of a later effective date. If the changes are not acceptable to you, you should discontinue use of the Services.

As used in these Terms of Service, “we,” “us” and “our” refer to the Advanced Response Engineering, LLC (“ARE”).

2. Programs

Through the Services, ARE offers online courses, programs or other offerings in specific areas of study or on particular topics (each, a “Program”). ARE reserves the right to cancel, interrupt or reschedule any Program or modify its content as well as the point value or weight of any assignment, exam or other evaluation of progress that may be provided in connection with any Program. Programs are subject to the Agreements, including without limitation the Warranty Disclaimer and Limitation of Liability sections below.

ARE is an educational program offering general Quality related courses and preparation courses for the exams to become a Certified Quality Engineer (“CQE”), Certified Six Sigma Black Belt (“CSSBB”), etc. The professional certification exams are offered by independent third parties and you must register for any certification exam through the appropriate third party. ARE does not offer professional certifications as part of the training program, but does offer a course completion certificate upon completion with Continuing Educational Units (CEUs) equal to 10% of the course length in hours. You agree and acknowledge that nothing in these Terms of Service or otherwise with respect to your access or use of any of the Services or any Program (a) enrolls or registers you in a CQE or CSSBB certification program,

or (b) entitles you to access or use the resources or receive any benefits or privileges of any of any other entity beyond the Programs.

The format of any credential or other acknowledgment, and of any record of performance, provided by ARE relating to the Programs will be determined by ARE in its sole discretion and may vary from Program to Program.

If you are enrolled in a Program through another organization or institution with which you are associated (your "Home Institution"), ARE may provide a record to your Home Institution concerning your performance in the Program, in accordance with the Privacy Policy. However, the decision whether your Home Institution will award any credit, benefit or credential, and the nature of any such credit, benefit or credential, will lie solely with your Home Institution.

3. Conduct

You agree that you are responsible for your own use of the Services and for your User Content, as well as any content of others that you submit, post, contribute, publish or distribute on any of the Services. "User Content" includes all content, in whatever format, submitted, posted, contributed, published or distributed on any of the Services by a user, including but not limited to all notes, questions, answers, comments, text, pictures, videos and file uploads. You agree that you will use the Services in compliance with the Agreements and all applicable local, state, national and international laws, rules and regulations, including privacy and copyright laws, any laws regarding the transmission of technical data exported from your country of residence, and all United States export control laws.

THE FOLLOWING KINDS OF CONTENT ("PROHIBITED CONTENT") ARE STRICTLY PROHIBITED ON THE SERVICES:

1. Content that defames, harasses, discriminates against, harms or threatens others;
2. Content that discusses illegal activities, with the intent to commit them;
3. Content that infringes or misappropriates intellectual property rights;
4. Content that you do not have the right to disclose;
5. Profane, pornographic, obscene, indecent or unlawful content;
6. Advertising or any form of commercial solicitation;
7. Content related to partisan political activities; and
8. Content that contains intentionally inaccurate information or that is posted with the intent of misleading others.

ARE reserves the right to remove Prohibited Content of which it becomes aware, but is under no obligation to do so.

In addition, you agree not to (a) use any of the Services in any manner intended to damage, disable, overburden or impair any part of any of the Services or the computer equipment or network(s) connected to any of the Services or to disrupt or interfere with any Program or any other user's use and enjoyment of any of the Services; (b) attempt to gain unauthorized access to any of the Services, other accounts, computer equipment or networks connected to any of the Services through hacking, password

mining or any other means; (c) obtain or attempt to obtain any materials or information on or via any of the Services not intentionally made available through the Services; (d) copy or use any portion of any of the Services other than as expressly allowed under the Agreements; (e) use any high volume, automated, or electronic means to access any of the Services (including without limitation robots, spiders or scripts); (f) frame any of the Services, place pop-up windows over its pages, or otherwise affect the display of its pages; or (g) force headers or otherwise manipulate identifiers in order to disguise the origin of any communication transmitted through any of the Services.

If you participate in any Program, you agree to complete all work, including any exams, associated with each Program in which you may be enrolled with your own, original work and only your own, original work, and you agree not to engage in any activity that would dishonestly improve your results, or improve or hurt the results of others. In addition, unless otherwise stated in the respective Program, you agree that any exams, quizzes or questions provided in connection with each Program are for your individual use only. Copying, capturing, transmitting or providing all or any part of the course materials, exams, quizzes or questions to any other person infringes ARE's rights and is strictly prohibited. ARE reserves the right to pursue any and all legal remedies against you if you violate this Agreement.

4. User Accounts and User Registration

In order to participate in most Services, you must register for a personal account on the relevant Service (a "User Account") by providing an email address and a password for your User Account, as well as any additional information required herein or on the relevant Service. You agree that you will never divulge or share access or access information to your User Account with any third party for any reason. You also agree that you will create, use, and/or access only one User Account, and that you will not access the Services using any User Account other than your own.

You agree to notify us immediately upon becoming aware of or suspecting any unauthorized use of your User Account. We will not be responsible for any loss or damage arising from unauthorized access to your User Account.

In registering for a User Account, or completing an application and registering for a Program, you may be prompted or required to enter additional information, including but not limited to your name and location. Additional information may be required to confirm your identity, and different or additional information may be required depending on your use of the Services or enrollment in Programs. You warrant that all such information provided by you is accurate, current, complete, and complies with your obligations under the Agreements. You also agree to maintain and update such information to keep it accurate, current and complete. You acknowledge that if any such information provided by you is untrue, inaccurate, not current or incomplete, we reserve the right to terminate your use of any or all of the Services, in our sole discretion. In the event of termination for such reason, you will not be entitled to any refund.

5. License Grant to You; ARE's Intellectual Property Rights

In consideration for your agreement to these Terms of Service, ARE grants you a personal, non-exclusive, non-transferable, revocable license to access and use the Services solely in accordance with

the Agreements. ARE may make ARE Content (as defined below) available to you through the Programs or otherwise via the Services. You may obtain and use ARE Content only for your own personal, non-commercial use in connection with the Services and participating in Programs. You may only copy and modify ARE Content as necessary for your own personal, noncommercial use. You may not transfer, retransmit, distribute, publish, commercially exploit or create derivative works of ARE Content. You may not reverse-engineer, decompile, disassemble or otherwise access the source code for any software that may be used to operate any of the Services. Notwithstanding the foregoing, certain reference documents, digital textbooks, articles and other information on the Services may be made available to you with the permission of third parties, and use of that third party material may be subject to certain rules and conditions, which we will post along with the material or otherwise inform you about. You agree to abide by all such rules and conditions.

“ARE Content” means all content or other material, in whole or in part, available through the Programs or otherwise via the Services, including but not limited to lectures, speeches, discussions, comments, video lessons, quizzes, tests, presentation materials, homework assignments, programs, code, and other images, text, layouts, arrangements, displays, illustrations, documents, materials, audio and video clips, HTML and files. All ARE Content is the property of ARE and/or its affiliates or licensors and is protected by copyright, patent and/or other proprietary intellectual property rights under United States and foreign law.

ARE logos, trademarks and service marks that may appear in the Services ("Marks") are the property of ARE and are protected under United States and foreign laws. All other trademarks, service marks and logos used in the Services, with or without attribution, are the trademarks, service marks or logos of their respective owners.

ARE and/or its affiliates and licensors reserve all rights not expressly granted herein to the Programs, Services, ARE Content, and Marks.

6. User Submissions

The Services may provide you with the ability to upload or otherwise provide certain User Content. With respect to User Content you submit or otherwise make available in connection with your use of the Services, and subject to the ARE Privacy Policy, you grant ARE a fully transferable, worldwide, perpetual, royalty-free and non-exclusive license to use, reproduce, modify, adapt, make derivative works of, distribute, publicly perform, publicly display and otherwise disseminate and make available such User Content, in any manner or medium now known or later developed, and to authorize others to do any of the foregoing. You expressly acknowledge that your User Content may be visible to others and may include Personally Identifiable Information, as defined in the ARE Privacy Policy. To the extent that you provide User Content, you represent, warrant to ARE and agree that (a) you have all necessary rights to provide and use such User Content and permit ARE to use such User Content as provided above; (b) as between you and ARE, you shall be responsible for the payment of any third party fees related to the provision and use of such User Content; and (c) such User Content does not and will not infringe or misappropriate any third party rights.

In connection with your participation in a Program, you may have the ability to access or download User Content of other users taking the Program and other users may have the ability to access or download your User Content. While ARE requires all users to comply with these Terms of Service and the ARE Privacy Policy in providing User Content, ARE cannot guarantee such compliance or that any such User Content will be free of Prohibited Content, viruses, worms, back doors, Trojan horses or other harmful contaminants. ARE disclaims any responsibility or liability relating to your access or download of such User Content.

The Services may also provide you with ability to upload or send information to ARE regarding the Services (“Feedback”). By submitting Feedback, you hereby grant ARE an irrevocable license to use, reproduce, modify, adapt, make derivative works of, distribute, publicly perform, publicly display and otherwise disseminate and make available such Feedback, in any manner or medium now known or later developed, and to authorize others to do the foregoing.

You acknowledge that we may screen User Content, and that we shall have the right (but not the obligation), in our sole discretion, to remove any User Content without any liability to you. Without limiting the foregoing, we have the right to remove any User Content that violates the Agreements or is otherwise objectionable in our sole and absolute discretion. You agree and acknowledge that we may preserve User Content and may disclose User Content if required to do so by law or in the good faith belief that any such preservation or disclosure is reasonably necessary to comply with legal process, enforce these Terms of Service, respond to claims that any User Content violates the rights of third parties, or protect our rights, property or personal safety or that of our Users and the public.

7. Payment

Unless otherwise expressly agreed in writing by ARE, full payment for participation in a Program is required at the time of registration. Specific payment requirements and related terms may be provided to you at the time of registration on the applicable Program-specific web page or otherwise on the applicable Service. The Program shall be available for access to you for 1 year from the date of registration. At the end of such year, your access to the Program will expire and cannot be accessed without re-registering and purchasing the Program.

8. Refunds

If you withdraw within 10 calendar days of registering to access the Program or the Services and do not access the Program or the Services in any manner, you will be eligible for a full refund of course expenses, minus a \$30.00 processing fee. If you withdraw after such 10 day period, or if you have in any way accessed any portion of the Program or the Services or if you are found to be in violation of the Agreements or any other ARE or Program-specific policy, you will not be issued a refund.

If your participation in a Program is being sponsored by your employer or Home Institution, the terms and conditions of ARE's agreement with your employer or Home Institution will govern payment and refunds to the extent different from those set forth herein.

9. Termination of Services

You agree that ARE, in its sole discretion, may terminate your use of any or all of the Services or your participation in any Program, for any reason or no reason, and that ARE shall not have any liability to you for any such action and you shall not be entitled to a refund. Without limiting any of ARE's other rights or remedies, it is ARE's policy to terminate in appropriate circumstances users of the Services who are repeat copyright infringers. ARE will not be required to provide you any service or engage in any activity (including but not limited to providing you Programs and/or credentials or acknowledgements relating to same) if ARE believes that the service or activity may violate any applicable law or regulation. You further acknowledge that for the purpose of any Program your sole relationship with ARE is as defined in the Agreements. Termination does not give rise to any right to any grievance or other resolution process for student disputes with ARE, or any other school, division, institute or program of or associated with ARE. You agree that ARE has the right to cancel, delay, reschedule, or alter the format of any Program at any time. If you no longer wish to participate in any Program or use any of the Services, you may terminate your participation upon notice to ARE. The rights granted to you hereunder will terminate upon any termination of your right to use the Services or your participation in a Program, but the other provisions of the Agreements will survive any such termination.

10. Links

The Services may include hyperlinks to websites or applications maintained or controlled by others. ARE is not responsible for and does not routinely screen, approve, review or endorse the contents or use of any of the products or services that may be offered at these websites or applications. If you decide to access linked third-party websites or applications, you do so at your own risk.

11. Eligibility

Account registration and participation in any Program or other Service is generally restricted to those individuals 18 years of age or older who are fully able and competent to enter into the terms, conditions, obligations, affirmations, representations and warranties herein. Individuals under 18 years of age but 13 years of age or older may be able to register for an account and participate in certain Programs or Services in limited instances in our discretion. In those cases, we may have additional requirements for registration or access, including, for example, approval of a parent or other authorized person. By registering for or participating in a Program or Service, you hereby represent that (i) you are 18 years of age or older and have the authority and legal capacity to enter into the Agreements, or (ii) you are 13 years of age or older, you are only registering for or accessing a Program or Service that we have expressly allowed people between 13 and 18 years of age to register for or access, and all additional requirements (such as parental approval) that we have established for registration or access by such people have been met. No one under the age of 13 years may participate in any Program or download or access any Service. In addition, those who wish to register and participate in any Program or other Service must meet any other minimum requirements set forth in the Agreements. Programs may have additional eligibility or admission requirements, as specified on the applicable Program section of the Services. If you do not qualify or do not agree to these terms, you may not use the Services.

12. Choice of Law; Dispute Resolution

You agree that the Agreements and any claim or dispute arising out of or relating to the Agreements, any Program or other Service, or any content obtained from or through any of the Services will be governed by the laws of the State of California, excluding its conflicts of law principles. You agree that all such claims and disputes will be heard and resolved exclusively in the federal or state courts located in the County of Orange, California, U.S.A. You consent to the personal jurisdiction of those courts over you for this purpose, and you waive and agree not to assert any objection to such proceedings in those courts (including any defense or objection of lack of proper jurisdiction or venue or inconvenience of forum).

13. Disclaimers of Warranty; Limitations of Liability

TO THE FULLEST EXTENT PERMITTED BY APPLICABLE LAW, ALL PROGRAMS AND SERVICES (AS DEFINED AT THE OUTSET OF THESE TERMS OF SERVICE) AND ANY RELATED INFORMATION OR PRODUCTS ARE PROVIDED "AS IS" WITHOUT WARRANTY OF ANY KIND (EXPRESS, IMPLIED OR OTHERWISE), INCLUDING WITHOUT LIMITATION, ANY IMPLIED WARRANTIES OF MERCHANTABILITY, FITNESS FOR A PARTICULAR PURPOSE, OR NON-INFRINGEMENT. ARE DOES NOT WARRANT THAT ANY SERVICE WILL OPERATE IN AN UNINTERRUPTED OR ERROR-FREE MANNER OR THAT THE ANY SERVICE IS FREE OF VIRUSES OR OTHER HARMFUL COMPONENTS. WITHOUT LIMITING THE FOREGOING, ARE DOES NOT WARRANT THAT (A) THE PROGRAMS OR SERVICES WILL MEET YOUR REQUIREMENTS OR EXPECTATIONS OR ACHIEVE THE INTENDED PURPOSES, (B) THE PROGRAMS OR SERVICES WILL NOT EXPERIENCE OUTAGES OR OTHERWISE WILL BE UNINTERRUPTED, TIMELY, SECURE OR ERROR-FREE, (C) THE PROGRAMS, SERVICES OR INFORMATION OBTAINED THROUGH OR FROM THE PROGRAMS OR SERVICES WILL BE ACCURATE, COMPLETE, CURRENT, ERROR-FREE, SECURE OR RELIABLE, OR (D) ANY DEFECTS IN OR ON THE PROGRAMS OR SERVICES WILL BE CORRECTED. ARE MAKES NO REPRESENTATION REGARDING YOUR ABILITY TO TRANSMIT AND RECEIVE INFORMATION FROM OR THROUGH THE SERVICES, AND YOU AGREE AND ACKNOWLEDGE THAT YOUR ABILITY TO ACCESS THE PROGRAMS AND SERVICES MAY BE IMPAIRED.

EXCEPT INSOFAR AS THE FOLLOWING LIMITATION MAY BE PROHIBITED BY APPLICABLE LAW, ARE SHALL NOT BE LIABLE TO YOU OR TO ANY THIRD PARTY FOR ANY CONSEQUENTIAL, INDIRECT, PUNITIVE, SPECIAL OR INCIDENTAL DAMAGES, WHETHER FORESEEABLE OR UNFORESEEABLE (INCLUDING, BUT NOT LIMITED TO, LOSS OF PROFITS OR EARNING POWER, LOSS OF DATA, LOSSES DUE TO ERRORS OR INTERRUPTION IN AVAILABILITY OF ANY SERVICES, UNAVAILABILITY OF ANY PROGRAM, SERVER OR COMMUNICATIONS FACILITY, OR DAMAGES DUE TO ACTS OR OMISSIONS OF OTHERS USING ANY SERVICE OR PARTICIPATING IN A PROGRAM), ARISING OUT OF OR RELATING TO THE AGREEMENTS, THE SERVICES OR THE PROGRAMS, INCLUDING WITHOUT LIMITATION YOUR AND OTHERS' USE OF OR INABILITY TO USE ANY SERVICE, OR YOUR PARTICIPATION IN ANY PROGRAM, OR YOUR SUBMISSION OR USE OF USER CONTENT, OR OTHERS' USE OF YOUR USER CONTENT, OR YOUR INTERACTION WITH OTHER PROGRAM PARTICIPANTS (WHETHER ONLINE OR IN PERSON), OR YOUR RELIANCE UPON INFORMATION OBTAINED FROM OR THROUGH ANY PROGRAM OR SERVICE, WHETHER BASED IN CONTRACT, TORT, STATUTORY OR OTHER LAW. ARE'S TOTAL CUMULATIVE LIABILITY TO YOU ARISING OUT OF OR RELATED TO THE AGREEMENTS, THE SERVICES OR THE PROGRAMS (INCLUDING, WITHOUT LIMITATION, IN THE WAYS DESCRIBED IN THE PRECEDING SENTENCE), WHETHER BASED IN CONTRACT,

TORT, STATUTORY OR OTHER LAW, WILL NOT EXCEED THE GREATER OF (1) THE TOTAL AMOUNT OF FEES RECEIVED BY ARE FROM YOU OR ON YOUR BEHALF FOR OR IN CONNECTION WITH THE SERVICES AND ANY PROGRAMS IN ANY TWELVE MONTH PERIOD OR (2) U.S. \$100. THE DISCLAIMERS AND LIMITATIONS SET FORTH IN THIS SECTION SHALL APPLY, TO THE MAXIMUM EXTENT PERMITTED BY APPLICABLE LAW, WHETHER OR NOT ARE HAS BEEN NEGLIGENT OR OTHERWISE AT FAULT.

YOU ACKNOWLEDGE AND AGREE THAT THE WARRANTY DISCLAIMERS AND THE LIMITATIONS OF LIABILITY SET FORTH IN THESE TERMS OF SERVICE REFLECT A REASONABLE AND FAIR ALLOCATION OF RISK BETWEEN YOU AND ARE, AND THAT THESE LIMITATIONS ARE ESSENTIAL TO ARE'S WILLINGNESS TO MAKE THE SERVICE AND PROGRAMS AVAILABLE TO YOU. EACH OF THESE DISCLAIMERS AND LIMITATIONS IS INTENDED TO BE SEPARATELY ENFORCEABLE, REGARDLESS OF WHETHER ANY OTHER REMEDY FAILS OF ITS ESSENTIAL PURPOSE.

FOR PURPOSES OF THE FOREGOING DISCLAIMERS AND LIMITATIONS, AS WELL AS THE INDEMNITY IN SECTION 14 BELOW, "ARE" INCLUDES ALL OFFICERS, DIRECTORS, FACULTY MEMBERS, EMPLOYEES, AGENTS, CONTRACTORS, AFFILIATES AND REPRESENTATIVES.

CERTAIN JURISDICTIONS DO NOT ALLOW LIMITATIONS ON IMPLIED WARRANTIES OR THE EXCLUSION OR LIMITATION OF CERTAIN DAMAGES. IF THE LAWS OR REGULATIONS OF THESE JURISDICTIONS APPLY TO YOU, SOME OR ALL OF THE ABOVE DISCLAIMERS, EXCLUSIONS, OR LIMITATIONS MAY NOT APPLY TO YOU, AND YOU MIGHT HAVE ADDITIONAL RIGHTS.

14. Indemnity

You agree to indemnify and hold harmless ARE (as defined for this purpose in Section 13 above) from any and all claims, liabilities, damages, losses and expenses, including reasonable attorneys' fees and costs, relating to or arising out of (a) your use or attempted use of any of the Programs or other Services in violation of the Agreements; (b) your violation of any law or rights of any third party; or (c) information or content that you post or otherwise make available through any Program or otherwise via any of the Services, including without limitation any claim of infringement or misappropriation of intellectual property or other proprietary rights.

15. Copyright Policy

ARE respects the intellectual property of others, and expects you to do the same. If you believe, in good faith, that any materials on the Services infringe upon your copyrights, please send the following information to ARE's Copyright Agent at contactus@arengineering.net:

- a. Your full name, address, telephone number, and e-mail address;
- b. A description of the copyrighted work that You claim has been infringed, including specific location on the Services where the material You claim is infringed is located. Include enough information to allow FindSlips to locate the material, and explain why You think an infringement has taken place;

- c. A description of the location where the original or an authorized copy of the copyrighted work exists – for example, the URL (Internet address) where it is posted or the name of the book in which it has been published;
- d. A statement by You that You have a good faith belief that the disputed use is not authorized by the copyright owner, its agent, or the law;
- e. A statement by You, made under penalty of perjury, that the information in Your notice is accurate, and that You are the copyright owner or authorized to act on the copyright owner's behalf; and
- f. An electronic or physical signature of the owner of the copyright or the person authorized to act on behalf of the owner of the copyright interest.

16. Integration

These Terms of Service, together with the ARE Privacy Policy constitute the entire agreement between you and ARE with respect to your use of the Services, superseding any prior agreements between you and ARE regarding your use of any of the Services. Some terms applicable to your registration for ARE or your enrollment or participation in Programs may be provided to you at the time of registration or access or on Program-specific web pages. These additional terms may include, among other things, terms relating to the act of registering, specific fees or Program requirements. Your registration, enrollment or participation also shall be subject to your agreement and compliance with those additional terms.

17. Waiver

The failure of ARE to exercise or enforce any right or provision of the Agreements shall not constitute a waiver of such right or provision. If any provision of the Agreements is found by a court of competent jurisdiction to be invalid, the parties nevertheless agree that the court should endeavor to give effect to the parties' intentions as reflected in the provision, to the extent that may lawfully be done, and the other provisions of these Terms of Service shall remain in full force and effect.

18. Assignment

ARE may freely transfer or assign any portion of its rights or delegate its obligations under the Agreements. You may not transfer or assign, by operation of law or otherwise, any portion of your rights or delegate your obligations under the Agreements without the prior written consent of ARE, and any attempted such transfer or assignment shall be void and of no effect.