

Legal Policy

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Acceptance of Terms of Use. We provide you with access to, and use of, the Site subject to all applicable laws and regulations and this Legal Policy. By accessing and using the Site you accept each of the Terms and Conditions of this Legal Policy without limitation. If you do not accept each of the Terms and Conditions contained in this Legal Policy without limitation, please exit the Site. This Legal Policy supersedes any other agreements you may have with us regarding this subject matter.

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In our sole discretion, we or our licensors may seek to enforce their intellectual property rights to the fullest extent of the law, including the possibility of seeking criminal prosecution.

User Conduct. We maintain the Site for your personal entertainment, information, education, and communication only and grant you permission to use the Site, but only for noncommercial, personal use; provided, however, that you retain all copyright and other proprietary notices contained on the Content, that you do not distribute, modify, copy (except as set forth above), transmit, display, reuse, reproduce, publish, license, create derivative works from, transfer, sell or otherwise use Content without our prior written permission and that you do not download or use any images of people or places ("Images") displayed on the Site for any purpose. The download or use of any such Images by you, or anyone else authorized by you, is prohibited unless specifically permitted by our prior written authorization. Any unauthorized use of such Images may violate copyright laws, trademark laws, the laws of privacy and publicity, and related communications regulations and statutes.

Additionally, you agree to not to engage in any of the following activities on the Site:

Upload, post or transmit any informational content that is unlawful, threatening to another person or entity, infringing, defamatory, false, misleading, abusive, harassing, libelous, vulgar, obscene, pornographic, profane, invades the privacy of another, or is otherwise objectionable;

Intentionally or unintentionally violate or encourage conduct that would be considered a violation of any local, state or federal law, either civil or criminal;

Impersonate another user, person or entity, including any official or employee of ours;

Upload, post or transmit any informational content that is the copyrighted, patented or trademarked intellectual property of another, or the trade secret of or confidential information of another; and

Use the Site to advertise or perform any commercial solicitation.

Privacy. Your use of the Site is also subject to our Privacy Policy. We hereby incorporate the entirety of that Privacy Policy into this Legal Policy.

Links to Third Party Sites. The Site may contain links to other Internet sites not under our ownership or editorial control. Such links are provided for your convenience only and are not express or implied warranties, endorsements or approvals by us of any products, services, advice or information available from such sites. Certify-Ed, LLC do not warrant and specifically disclaim any and all responsibility or liability for your use of such sites and you hereby release us and our subsidiaries, affiliates, officers, directors and agents from any and all such responsibility or liability for the same. If you establish a link to such sites, you do so at your own risk and without our permission. Check the Uniform Resources Locator ("URL") address provided in your Worldwide Web browser to see if you are still in our Site or have moved to another third-party site.

EXCLUSION OF LIABILITY. NEITHER US NOR ANY OF OUR SUBSIDIARIES, AFFILIATES, OFFICERS, DIRECTORS, NOR ANY OF THEIR RESPECTIVE AGENTS WILL BE LIABLE FOR ANY DAMAGES OR INJURY THAT ACCOMPANY OR RESULT FROM YOUR USE OF ANY OF OUR SITES AND YOUR USE OF ANY OF OUR SITES IS AT YOUR OWN RISK. THIS INCLUDES (BUT IS NOT LIMITED TO) DAMAGES OR INJURY CAUSED BY ANY OF THE FOLLOWING: USE OF (OR INABILITY TO USE) THE SITE; USE OF (OR INABILITY TO USE) ANY SITE TO WHICH YOU HYPERLINK FROM OUR SITE; FAILURE OF PERFORMANCE; ERROR; OMISSION; INTERRUPTION; DEFECT; DELAY IN OPERATION OR TRANSMISSION; COMPUTER VIRUS; LINE FAILURE; INTRUSION, HACKING OR VIOLATION OF ANY OF OUR SITES BY ANY THIRD PARTY; OR ANY ILLEGAL ACTIVITIES OF ANY THIRD PARTIES. WE DO NOT WARRANT THE SECURITY OF ANY INFORMATION YOU TRANSMIT TO IT AT ANY OF OUR SITES.

WE ARE NOT LIABLE FOR ANY DAMAGES, INCLUDING BUT NOT LIMITED TO THE FOLLOWING: DIRECT, INDIRECT, PUNITIVE, INCIDENTAL, SPECIAL, CONSEQUENTIAL, LOSS OF PROFITS, LOSS OF DATA, LOSS OF USE, OR OTHER DAMAGES ARISING OUT OF OR IN ANY WAY RELATED TO THE USE OF THE SITE OR THE CONTENT THEREIN WHETHER BASED IN CONTRACT, TORT, STRICT LIABILITY OR OTHERWISE, EVEN IF ADVISED OF THE POSSIBILITY OF SUCH DAMAGES. FURTHERMORE, WE ARE NOT LIABLE EVEN IF WE HAVE BEEN NEGLIGENT OR IF OUR AUTHO-

RIZED REPRESENTATIVE HAS BEEN ADVISED OF THE POSSIBILITY OF SUCH DAMAGES OR BOTH.

THE ABOVE LIMITATIONS OR EXCLUSIONS MAY NOT APPLY TO YOU TO THE EXTENT THAT APPLICABLE LAW MAY NOT ALLOW THE LIMITATION OR EXCLUSION OF LIABILITY OR INCIDENTAL OR CONSEQUENTIAL DAMAGES. OUR TOTAL LIABILITY TO YOU FOR ALL LOSSES, DAMAGES, CAUSES OF ACTION OR OTHERWISE WILL NOT BE GREATER THAN THE AMOUNT THAT YOU PAID TO ACCESS THE SITE.

DISCLAIMER. THE CONTENT OF ANY OF OUR SITES IS PROVIDED "AS IS" AND WE DISCLAIM ANY WARRANTY OF ANY KIND, EITHER EXPRESS OR IMPLIED, INCLUDING BUT NOT LIMITED TO THE FOLLOWING WARRANTIES:

THE CONTENT IS OF ANY PARTICULAR LEVEL OF QUALITY OR FIT FOR A PARTICULAR PURPOSE;

THE CONTENT IS ERROR-FREE AND ACCURATE;

THE FUNCTIONAL ELEMENTS CONTAINED IN THE CONTENT WILL BE UNINTERRUPTED OR ERROR-FREE;

DEFECTS WILL BE CORRECTED;

THE SITE OR THE SERVERS THAT MAKE THEM AVAILABLE ARE FREE OF VIRUSES OR OTHER HARMFUL COMPONENTS;

SUCCESSFUL RESULTS OR OUTCOMES WILL RESULT FROM PROPERLY FOLLOWING ANY INSTRUCTIONS, DIRECTIONS OR RECIPES CONTAINED IN THE CONTENT;

THE CONTENT ON THIS SITE IS NON-INFRINGEMENT; AND/OR

THE SITE IS SECURE FROM TAMPERING, HACKING OR INTRUSION BY THIRD PARTIES.

IN ADDITION TO THE ABOVE YOU (AND NOT US) ASSUME THE ENTIRE COST OF ALL NECESSARY SERVICING, REPAIR OR CORRECTION OF ANY EQUIPMENT, HARDWARE, SOFTWARE OR OTHER ITEMS NECESSARY TO USE THE SITE OR VIEW THE CONTENT.

EXCEPTION: IN CERTAIN STATES, THE LAW MAY NOT ALLOW US TO DISCLAIM OR EXCLUDE WARRANTIES, SO THE ABOVE DISCLAIMER MAY NOT APPLY TO YOU.

Export Control. Software and other materials from the Site may be subject to United States Export Control. The United State Export Control laws prohibit the export of certain technical data and software to certain territories. No software from the Site may be downloaded or exported in violation of any such laws. We do not authorize the exportation of any software or technical data from the Site to any jurisdiction prohibited by the United States Export laws.

Cautionary Language Regarding Forward Looking Information. The Site may contain statements, estimates or projections that constitute, "forward-looking statements" as defined under U.S. federal securities laws. Generally, the words "believe," "expect," "intend," "estimate," "anticipate," "project," "will" and similar expressions identify forward-looking statements, which generally are not historical in nature. Forward-looking statements are subject to certain risks and uncertainties that could cause actual results to differ materially from our historical experience and its present expectations or projections. These risks include, but are not limited to,

our ability to finance expansion or acquisition plans, share repurchase programs and general operating activities; changes in the applicable business environment, including actions of competitors and changes in consumer preferences; regulatory and legal changes; fluctuations in the cost and availability of raw materials; interest rate and currency fluctuations; changes in economic and political conditions; our ability to penetrate developing and emerging markets; the effectiveness of our advertising and marketing programs; litigation uncertainties; adverse weather conditions; and other risks discussed in our filings with the Securities and Exchange Commission (the "SEC"), including its Annual Report on Form 10-K, which filings are available from the SEC. You should not place undue reliance on forward-looking statements, which speak only as of the date they are made. We undertake no obligations to publicly update or revise any forward-looking statements.

Revisions to the Terms. We may at any time, in its sole discretion and without notice, revise or modify this Legal Policy or the Privacy Policy. You are bound by any such revisions and should periodically visit this Site to review the current Legal Policy and Privacy Policy pages.

Content Submitted by Users. Any communication or material you transmit to us at the Site by electronic mail or otherwise, including any data, questions, comments, suggestions, or the like is, and will be treated as, non-confidential and non-proprietary. Anything you transmit or post may be used by us or our subsidiaries and affiliates for any purpose, including, but not limited to, reproduction, disclosure, transmission, publication, broadcast and posting. Furthermore, we are free to use any ideas, concepts, know-how, or techniques contained in any communication you send to the Site for any purpose whatsoever including, but not limited to, developing, manufacturing and marketing products using such information.

Site Security. Users are prohibited from violating or attempting to violate the security of the Site, including without limitation, (a) accessing data not intended for such user or logging onto a server or an account which the user is not authorized to access; (b) attempting to probe, scan or test the vulnerability of a system or network or to breach security or authentication measures without proper authorization; (c) attempting to interfere with service to any user, host or network, including, without limitation, via means of submitting a virus to the Site, overloading, flooding, spamming, mailbombing or crashing; (d) sending unsolicited e-mail, including promotions and/or advertising of products or services; (e) forging any TCP/IP packet header or any part of the header information in any e-mail or newsgroup posting; (f) by using any device, software or routine to interfere or attempt to interfere with the proper working of the Site or any activity being conducted on the Site; or (g) by using or attempting to use any engine, software, tool, agent or other device or mechanism (including, without limitation browsers, spiders, robots, avatars or intelligent agents) to navigate or search the Site other than the search engine and search agents available from us on this Site and other than generally available third party web browsers. Violations of system or network security may result in civil or criminal liability. We may investigate occurrences that potentially involve such violations and may involve, and cooperate with, law enforcement authorities in prosecuting users who are involved in such violations.

Choice of Law. This Legal Policy and your use of this Site is governed by the laws of the State of Ohio, Columbiana County, in the United States of America, without regard to its choice of law provisions.

General Terms. This Legal Policy constitutes the entire agreement between you and us and governs your use of any of our Sites. Our failure to exercise or enforce any right or provision of this Legal Policy shall not constitute a waiver of any such right or provision. If any provision of this Legal Policy is found by a court of competent jurisdiction to be invalid then such provision shall be eliminated from the Legal Policy and the surviving terms shall remain in full force and effect. Any claims arising under this Legal Policy must be brought within one (1) year after such claim or action or action arose or be forever barred.

Website Disclaimer and Legal Policy

1. Introduction

1.1 This disclaimer shall govern your use of our website.

1.2 By using our website, you accept this disclaimer in full; accordingly, if you disagree with this disclaimer or any part of this disclaimer, you must not use our website.

2. Copyright notice. Copyright protection from 2018 to present

2.1 Subject to the express provisions of this disclaimer:

(a) we, together with our licensors, own and control all the copyright and other intellectual property rights in our website and the material on our website; and

(b) all the copyright and other intellectual property rights in our website and the material on our website are reserved.

3. License to use website

3.1 You may:

(a) view pages from our website in a web browser;

(b) print pages from our website, subject to the other provisions of this disclaimer.

3.2 Except as expressly permitted by Section 3.1 or the other provisions of this disclaimer, you must not download any material from our website or save any such material to your computer unless it is used for educational purposes.

3.3 You may only use our website for your own personal, educational or workplace purposes, and you must not use our website for any other purposes.

3.4 Unless you own or control the relevant rights in the material, you may not:

(a) republish material from our website (including republication on another website);

(b) sell, rent or sub-license material from our website;

- (c) show any material from our website in public;
- (d) exploit material from our website for a commercial purpose; or
- (e) redistribute material from our website.

3.5 We reserve the right to restrict access to areas of our website, or indeed our whole website, at our discretion; you must not circumvent or bypass, or attempt to circumvent or bypass, any access restriction measures on our website.

4. Acceptable use

4.1 You must not:

- (a) use our website in any way or take any action that causes, or may cause, damage to the website or impairment of the performance, availability or accessibility of the website;
- (b) use our website in any way that is unlawful, illegal, fraudulent or harmful for any purpose or activity;
- (c) use our website to copy, store, host, transmit, send, use, publish or distribute any material which consists of (or is linked to) any spyware, computer virus, Trojan horse, worm, keystroke logger, rootkit or other malicious computer software;
- (d) conduct any systematic or automated data collection activities (including without limitation scraping, data mining, data extraction and data harvesting) on or in relation to our website without our express written consent;
- (e) access or otherwise interact with our website using any robot, spider or other automated means except for the purpose of search engine indexing;
- (f) misuse or violate the name "Jensen Learning" for any purpose whatsoever without written permission;
- (g) use data collected from our website for any activity (including without limitation email marketing, SMS marketing, telemarketing and direct mailing).

4.2 You must not use data collected from our website to contact individuals, companies or other persons or entities.

4.3 You must ensure that all the information you supply to us through our website, or in relation to our website, is true, accurate, current, complete and non-misleading.

5. Limited warranties

5.1 Certify-Ed, LLC will protect the privacy of any person, school, organization or other entity in its private database. Certify-ED, LLC will not disclose, sell, rent out, give away or in any way endanger the privacy of our digital list, contacts, customers, affiliates, colleagues or partners.

5.2 Certify-ED, LLC does not warrant or represent:

- (a) the completeness or accuracy of the information published on our website;
- (b) that the material on the website is always up to date; or
- (c) that the website or any service, product or event on the website will remain available.

5.3 We reserve the right to discontinue or alter any or all of our website services, and to stop publishing our website, at any time in our sole discretion without notice or explanation; and save to the extent expressly provided otherwise in this disclaimer, you will not be entitled to any compensation or other payment upon the discontinuance or alteration of any website services, or if we stop publishing the website.

5.4 To the maximum extent permitted by applicable law and subject to Section 5.1, we exclude all representations and warranties relating to the subject matter of this disclaimer, our website and the use of our website.

6. Limitations and exclusions of liability

6.1 Nothing in this disclaimer will:

- (a) limit or exclude any liability for death or personal injury resulting from negligence;
- (b) limit or exclude any liability for fraud or fraudulent misrepresentation;
- (c) limit any liabilities in any way that is not permitted under applicable law; or
- (d) exclude any liabilities that may not be excluded under applicable law.

6.2 To the extent that much of our website and the information and services on our website are provided free of charge, we will not be liable for any loss or damage of any nature.

6.3 We will not be liable to you in respect of any losses arising out of any event or events beyond our reasonable control.

6.4 We will not be liable to you in respect of any business losses, including (without limitation) loss of or damage to profits, income, revenue, use, production, anticipated savings, business, contracts, commercial opportunities or goodwill.

6.5 We will not be liable to you in respect of any loss or corruption of any data, database or software.

6.6 We will not be liable to you in respect of any special, indirect or consequential loss or damage.

6.7 You accept that we have an interest in limiting the personal liability of our officers and employees and, having regard to that interest, you acknowledge that we are a limited liability entity; you agree that you will not bring any claim personally against our officers or employees in respect of any losses you suffer in connection with the website or this disclaimer (this will not, of course, limit or exclude the liability of the limited liability entity itself for the

acts and omissions of our officers and employees).

7. Severability

7.1 If a provision of this disclaimer is determined by any court or other competent authority to be unlawful and/or unenforceable, the other provisions will continue in effect.

7.2 If any unlawful and/or unenforceable provision of this disclaimer would be lawful or enforceable if part of it were deleted, that part will be deemed to be deleted, and the rest of the provision will continue in effect.

8. Law and jurisdiction

8.1 This disclaimer shall be governed by and construed in accordance with Ohio law.

8.2 Any disputes relating to this disclaimer shall be subject to the exclusive jurisdiction of the courts of Ohio, Columbiana County.

9. Statutory and regulatory disclosures

9.1 Certify-ED, LLC is a registered Limited Liability corporation in the State of Delaware.

9.2 This website is owned and operated by Certify-ED, LLC.

10. Contact Information

10.1 The registered mailing address is at 511 Shield's Road, Unit B, Canfield, Ohio 44406. You can contact Certify-Ed. LLC, by email at: info@certify-ed.com.

Legal & Policies

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If you are visually-impaired, we recommend using text-to-speech software, such as Microsoft's Narrator or Apple's VoiceOver, to enjoy our website. If you need help using our site, please Contact Us.

You may view our website's Privacy Policy and other policies on other web pages on this site.

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If you want to view or use www.certify-ed.com, you must agree to conform to and be legally bound by the terms and conditions described below. If you disagree with any of these terms or conditions, do not use our website.

Our Website's Privacy Policy Is Part Of These Terms And Conditions

Our website's Privacy Policy is part of, and subject to, these terms and conditions of use. You may view our Privacy Policy elsewhere on our website. To the extent there is a conflict, the terms of the Privacy Policy shall govern.

Video and Audio Content

This website (<https://certify-ed.com>) may contain one or more videos and/or audio recordings (individually and collectively hereinafter referred to as the "Recordings"). This section describes our respective rights and responsibilities with regard to the Recordings.

Recordings Are For Entertainment And Informational Purposes Only

All Recordings are to be watched and/or listened to for informational, educational and entertainment purposes only. Recordings are not intended to provide specific legal, financial, tax, physical or mental health advice, or any other advice whatsoever to you, any other individual or company, and should not be relied upon in that regard. Any products or services described in the Recordings are only offered in jurisdictions where they may be legally offered. Information provided in Recordings is not all-inclusive, is limited to information that is made available, and such information should not be relied upon as all-inclusive or accurate.

Embedded Recordings From External Social Media Sites Not Owned By Us

Some of the Recordings embedded for your viewing and listening pleasure are hosted on social media websites not owned by us. This may include, but is not limited to, sites such as YouTube.com (individually and collectively, the "Third Party Social Media Sites").

We make no claim to the intellectual property rights of the owners of Third Party Social Media Sites. We also make no claim to the intellectual property rights of third party creators of Recordings hosted on Third Party Social Media Sites. Our embedding of such Recordings on this website is done pursuant to applicable licenses to do so granted by the Third Party Social Media Sites.

Embedding Recordings on this website does not create an association, agency, joint venture, or partnership between us and the owners of the Third Party Social Media Sites or impose any liability attributable to such a relationship upon either party.

Recordings are only provided for your convenience. We do not control or guarantee the accuracy, completeness, relevance, or timeliness of any information contained in the Recordings. You should know that Third Party Social Media Sites may track your viewing and listening habits.

If Recordings embedded on this website were created by us but are hosted on Third Party Social Media Sites, we retain all intellectual property rights for such Recordings except to the extent we granted a license to Third Party Social Media Sites to the Recordings. The hosting of these Recordings by Third Party Social Media Sites does not grant you any rights to such Recordings except to the extent provided under the applicable licenses those sites grant to viewers and listeners of Recordings they host on their websites.

Embedded Recordings Owned By Us And Hosted On Our Servers Or Third Party Servers Excluding Third Party Social Media Sites

Some of the Recordings embedded for your viewing and listening pleasure may be created by us and hosted on our servers or third party servers. This may include, but is not limited to cloud hosting services from Amazon.com or others but excludes the Third Party Social Media Sites described above.

We own the copyrights and all other intellectual property rights for these Recordings unless otherwise expressly noted. We make no claim to the intellectual property rights of the owners of third party servers who by contractual agreement are hosting our Recordings for us.

Hosting our Recordings on third party servers does not create an association, agency, joint venture, or partnership between us and the owners of those servers, or impose any liability attributable to such a relationship upon either party.

Recordings only provided for your convenience. We do not guarantee the accuracy, completeness, relevance, or timeliness of any information contained in the Recordings. You should know that we and/or the owners of third party servers hosting the Recordings may track your viewing and/or listening habits.

Personal Non-Exclusive Revocable Nontransferable License

When you watch or listen to the Recordings on this website, you understand and agree that you are doing so pursuant to a personal non-exclusive revocable nontransferable license from us to do so.

The Recordings remain the sole and exclusive property of their respective owners, which retain all rights thereto. You understand and agree that the Recordings may not be resold by you or otherwise distributed with or without consideration. You will not make the Recordings available to any third party. You may not reproduce or summarize any of the Recordings in any manner.

Notwithstanding this provision, you agree to immediately destroy any Recordings in your possession upon material violation of the terms and conditions contained in this document, or upon request by us that you do so.

Broken Or Obsolete Recordings

We review our website periodically for broken or out-of-date Recordings. Any and all Recordings may be posted, altered, or removed at any time. To report problems with Recordings on our website, or for more information, please send an email to [info\[at\]certify-ed.com](mailto:info@certify-ed.com).

Licensee Status

You understand and agree that your use of our website is limited and non-exclusive as an individual nontransferable revocable licensee. We may, within our sole discretion, terminate your license to use our website, and access to our website, for any reason or no reason whatsoever,

and without giving you notice.

Content Ownership

All content on our website is owned by us or our content suppliers. On behalf of ourselves and our content suppliers, we claim all property rights, including intellectual property rights, for this content and you are not allowed to infringe upon those rights. We will prosecute to the fullest extent of the law anyone who attempts to steal our property.

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If you believe that your intellectual property rights have been infringed upon by our website content, please notify us by sending an email to <https://certify-ed.com> or by sending postal mail to us at the address listed below. Please describe in detail the alleged infringement, including the factual and legal basis for your claim of ownership.

For copyright infringement issues, please follow the instructions in the DMCA Notice found below on this web page.

Disclaimers And Limitations Of Liability

THE INFORMATION ON OUR WEBSITE IS PROVIDED ON AN "AS IS," "AS AVAILABLE" BASIS. YOU AGREE THAT YOUR USE OF OUR WEBSITE IS AT YOUR SOLE RISK. WE DISCLAIM ALL WARRANTIES OF ANY KIND, INCLUDING BUT NOT LIMITED TO, ANY EXPRESS WARRANTIES, STATUTORY WARRANTIES, AND ANY IMPLIED WARRANTIES OF MERCHANTABILITY, FITNESS FOR A PARTICULAR PURPOSE, AND NON-INFRINGEMENT. WE DO NOT WARRANT THAT OUR WEBSITE WILL ALWAYS BE AVAILABLE, ACCESS WILL BE UNINTERRUPTED, BE ERROR-FREE, MEET YOUR REQUIREMENTS, OR THAT ANY DEFECTS IN OUR WEBSITE WILL BE CORRECTED.

INFORMATION ON OUR WEBSITE SHOULD NOT NECESSARILY BE RELIED UPON AND SHOULD NEVER BE CONSTRUED TO BE PROFESSIONAL ADVICE FROM US. WE DO NOT GUARANTEE THE ACCURACY OR COMPLETENESS OF ANY OF THE INFORMATION PROVIDED, AND ARE NOT RESPONSIBLE FOR ANY LOSS RESULTING FROM YOUR RELIANCE ON SUCH INFORMATION.

IF YOUR JURISDICTION DOES NOT ALLOW LIMITATIONS ON WARRANTIES, THIS LIMITATION MAY NOT APPLY TO YOU. YOUR SOLE AND EXCLUSIVE REMEDY RELATING TO YOUR USE OF THE SITE SHALL BE TO DISCONTINUE USING THE SITE.

UNDER NO CIRCUMSTANCES WILL WE BE LIABLE OR RESPONSIBLE FOR ANY DIRECT, INDIRECT, INCIDENTAL, CONSEQUENTIAL (INCLUDING DAMAGES FROM LOSS OF BUSINESS, LOST PROFITS, LITIGATION, OR THE LIKE), SPECIAL, EXEMPLARY, PUNITIVE, OR OTHER DAMAGES, UNDER ANY LEGAL THEORY, ARISING OUT OF OR IN ANY WAY RELATING TO OUR WEBSITE, YOUR WEBSITE USE, OR THE CONTENT, EVEN IF ADVISED OF THE POSSIBILITY OF SUCH DAMAGES.

OUR TOTAL LIABILITY FOR ANY CLAIM ARISING OUT OF OR RELATING TO OUR WEBSITE SHALL NOT EXCEED THE AMOUNT YOU PAID TO USE THE WEBSITE AND THAT AMOUNT SHALL BE IN LIEU OF ALL OTHER REMEDIES WHICH YOU MAY HAVE AGAINST US OR OUR AFFILIATES (IF ANY). ANY SUCH CLAIM SHALL BE SUBJECT TO CONFIDENTIAL BINDING ARBITRATION AS DESCRIBED LATER IN THIS DOCUMENT.

Cyber-Bullying and Internet Harassment

Cyber-bullying and Internet harassment are prohibited. Although we support First Amendment free speech rights, such rights are limited where the purpose or effect of the expression is to bully, harass, threaten, ridicule, embarrass, and/or intimidate others. This is particularly true in matters involving race, ethnicity, national origin, religion, gender, sex, sexual orientation, physical disability, and/or mental condition.

If we decide, in our sole discretion, that you have committed cyber-bullying acts or Internet harassment, we reserve the right to unilaterally suspend or ban your use of our Website immediately with or without notice to you. Although we are not obligated to do so, we reserve the right to monitor, investigate, and remove material posted to our Website that we determine constitutes cyber-bullying or Internet harassment.

If we suspect that the cyber-bullying acts or Internet harassment constitutes illegal activity, we may, in our sole discretion, provide information to law enforcement or other government officials for purposes of investigating the misconduct. Examples of illegal conduct include, but are not limited to, threats of violence, sending sexually explicit images, and stalking others. This sharing of information is consistent with our Website's Privacy Policy terms governing suspected illegal activity.

Obscene and Offensive Content

We are not responsible for any obscene or offensive content that you receive or view from others while using our website. However, if you do receive or view such content, please contact us by email to customer service at info@certify-ed.com so that we can investigate the matter. Although we are not obligated to do so, we reserve the right to monitor, investigate, and remove obscene or offensive material posted to our website.

Business Opportunities

Without our express prior written permission, you shall not use our Website to promote, market, or advertise directly or indirectly on behalf of any "business opportunity" covered by the U.S. Federal Trade Commission's Business Opportunity Rule, 16 C.F.R. § 437.1 et seq. (as amended). This includes, but is not limited to, comments, messages, and signature tag lines

promoting a business opportunity. If you violate this provision, as determined in our sole discretion, we reserve the right to unilaterally suspend or ban your use of our Website immediately with or without notice to you, and to remove all offending content from our Website.

Indemnification

You understand and agree that you will indemnify, defend and hold us and our affiliates harmless from any liability, loss, claim and expense, including reasonable attorney's fees, arising from your use of our website or your violation of these terms, conditions, and policies.

Compliance With Governing Law And Dispute Resolution

You agree to obey all applicable laws while using our website.

You agree that the laws of Ohio govern these terms and conditions of use without regard to conflicts of laws provisions.

You also agree that any dispute between you and us, excluding any intellectual property right infringement claims we pursue against you, shall be settled solely by confidential binding arbitration per the American Arbitration Association commercial arbitration rules. All claims must be arbitrated on an individual basis, and cannot be consolidated in any arbitration with any claim or controversy of anyone else. All arbitration must occur in Columbiana County, Ohio, USA. Each party shall bear one half of the arbitration fees and costs incurred, and each party is responsible for its own lawyer fees.

Anti-Spam Policy

We hate unsolicited commercial email (UCE) as much as you do. Also known as spam or junk email, it is a disservice to the Internet community.

We fully endorse and comply with the requirements of the CAN-SPAM Act of 2003 (Controlling the Assault of Non-Solicited Pornography and Marketing Act), and all other applicable unsolicited commercial email laws.

If you subscribe to electronic newsletters or other communications from us or our website, you will always have an option to unsubscribe immediately.

If you have additional questions, comments or concerns, please contact us by sending an email to <https://certify-ed.com> and providing us with information relating to your concern.

You may also mail your concerns to us at the following address:

Certify-Ed, LLC

511 Shields Road, Unit B

Canfield, Ohio 44406

USA

Material Connections and Compensation Disclosure Policy

You should always conduct your own investigation (perform due diligence) before buying products or services from anyone via the internet. This includes products and services sold on this website and all other websites.

Material Connection

Unless otherwise expressly stated, you should assume that all references to products and services on www.certify-ed.com are made because material connections exist between the website's owner(s) ("Owner") and the providers of the mentioned products and services ("Provider").

Good Faith Recommendations

The Owner recommends products and services on <https://certify-ed.com> based in part on a good faith belief that the purchase of such products or services will help purchasers in general. The Owner has this good faith belief because (a) the Owner has tried the product or service mentioned prior to recommending it or (b) the Owner has researched the reputation of the Provider and has made the decision to recommend the Provider's products or services based on the Provider's history of providing these or other products or services. The representations made by the Owner about products and services reflect the Owner's honest opinion based upon the facts known to the Owner at the time a product or service is mentioned on <https://certify-ed.com>.

Potential Bias and Due Diligence

The Owner's opinion about a product or service may be partially formed (consciously or sub-consciously) in part based on the fact that the Owner has been compensated or will be compensated because of the Owner's business relationships with the Providers.

In some instances, the Owner and a Provider will have a business or personal relationship that does not involve the Owner receiving compensation related to products and services mentioned on <https://certify-ed.com>. However, the nature of the relationship is sufficient to establish a material connection between the Owner and the Provider.

Because there may be a material connection between the Owner and Providers of products or services mentioned on <https://certify-ed.com> you should always assume that the Owner may be biased because of the Owner's relationship with a Provider and/or because the Owner has received or will receive something of value from a Provider.

Perform your own due diligence before purchasing a product or service mentioned on <https://certify-ed.com> (or any other website).

Compensation

The type of compensation received by the Owner may vary. In some instances, the Owner may receive complimentary products, services, or money from a Provider prior to mentioning the Provider's products or services on <https://certify-ed.com>.

In other instances, the Owner may receive a monetary commission or non-monetary compensation when you take action based on the content of <https://certify-ed.com>. This includes, but is not limited to, when you purchase a product or service from a Provider after clicking on an affiliate link on <https://certify-ed.com>.