

CUSTOMER CARE & QUESTIONS | 1-888-390-5574 (tel:18883905574) | M-F 9AM TO 9PM

[LOGIN \(HTTPS://DRUGTESTINGCOURSES.EASLER.COM/LOGIN\)](https://drugtestingcourses.easler.com/login)

[CALL NOW \(TEL:%2018883905574\)](tel:2018883905574)

[EMAIL US \(MAILTO:INFO@DRUGTESTINGCOURSES.COM\)](mailto:info@drugtestingcourses.com)



[\(https://drugtestingcc](https://drugtestingcourses.com)

[ABOUT US \(https://drugtestingcourses.c](https://drugtestingcourses.com/about-us)

[ALL COURSES \(https://drugtestingcourses.c](https://drugtestingcourses.com/all-courses)

[IN-PERSON TRAINING \(https://drugtestingcourses.c training/\)](https://drugtestingcourses.com/in-person-training)

[BECOME A COLLECTOR \(https://drugtestingcourses.c collector-training/\)](https://drugtestingcourses.com/become-a-collector)

[BECOME A TRAINER \(https://drugtestingcourses.c trainer-courses/\)](https://drugtestingcourses.com/become-a-trainer)

[CE / CEU CREDITS \(https://drugtestingcourses.c education-credits/\)](https://drugtestingcourses.com/ce-ceu-credits)

[CONTACT US \(https://drugtestingcourses.c](https://drugtestingcourses.com/contact-us)



[\(HTTPS://DRUGTESTINGCOURSES.COM/\)](https://drugtestingcourses.com/)

Terms of Use

# DRUGTESTINGCOURSES.COM SERVICE AGREEMENT AND TERMS OF USE

## Quick links

DMCA ACT (<https://www.drugtestingcourses.com/dmca-act/>) | REFUND POLICY  
(<https://www.drugtestingcourses.com/refund-policy/>) | PRIVACY POLICY  
(<https://www.drugtestingcourses.com/privacy-statement/>) | ADA ACCESSIBILITY  
(<https://www.drugtestingcourses.com/ada-accessibility/>) | SHIPPING POLICY  
(<https://www.drugtestingcourses.com/shipping-policy/>) | RECORDING POLICY  
(<https://www.drugtestingcourses.com/video-recording-policy/>) | NO LEGAL ADVICE  
(<https://drugtestingcourses.com/no-legal-advice/>)

Previous Versions Ending: December 13, 2019 (<https://drugtestingcourses.com/wp-content/uploads/2019/12/12.13.2019-OLD-TERMS-OF-SERVICE-DRUGTESTINGCOURSES.pdf>) | **Last Update:**

**December 13, 2019**

### **ACCEPTANCE OF TERMS**

The services that Easler Education Inc. (“we,” “us,” or “our”) provides to you (“User”) are subject to the following Terms of Use (“TOU”). Easler Education Inc. reserves the right to update the TOU at any time. The date of the last update is at the top of this page.

By using DrugTestingCourses.com or any of our affiliated sites including but not limited to Easler.com (“Platform”), User agrees to comply with all of the terms and conditions hereof. The right to use Platform is personal to User and is not transferable to any other person or entity. The User is responsible for all use of User’s Account (under any screen name and password) and for ensuring that all use of User’s Account complies fully with the provisions of this Agreement. User shall be responsible for protecting the confidentiality of User’s password(s), if any.

Easler Education Inc. shall have the right at any time to change or discontinue any aspect or feature of Platform, including, but not limited to, content, hours of availability, software, and equipment needed for access or use.

### **CHANGED TERMS**

Easler Education Inc. shall have the right at any time to change or modify these TOU. Any use of any part of Platform by User after such change(s) shall constitute acceptance by User of such change(s).

### **DESCRIPTION OF SERVICES**

Through Platform, Easler Education Inc. provides User with access to a variety of resources including download areas, communication forums, online education, appointment booking, video streaming, and product information (collectively “Services”). The Services, including any updates, enhancements, new features, and/or the addition of any new Web properties, are subject to the TOU.

## **REFUND POLICY** (<https://www.drugtestingcourses.com/refund-policy/>)

**We do not accept returns and exchanges of any digitally delivered courses or training materials purchased by and/or shipped to you.** If any physical items purchased by you are defective, please contact us at 1-888-390-5574 with details of the product and the defect. If requested, you can send the item you consider defective to:

Easler Education Inc.  
DrugTestingCourses.com  
640 E New Haven Ave, #1929  
Melbourne, Florida 32901

Upon receipt of the returned physical product, we will fully examine it and notify you via e-mail, within a reasonable period of time, whether you are entitled to a refund or a replacement as a result of the defect. If you are entitled to a replacement or refund, we will replace the product or refund the purchase price using the original method of payment.

## **RECORDING POLICY** (<https://www.drugtestingcourses.com/video-recording-policy/>)

Easler Education Inc. reserves the right to video and audio-record students, faculty, staff, and guests during mock collections, demonstrations, and general video/audio calls. These images and audio may be used by Easler Education Inc. and its affiliate websites for promotional, education and/or training purposes including use in new and existing courses, newspapers, magazines, press releases, booklets, pamphlets, newsletters, advertisements, videos, associated sites, social media channels, and other materials.

**Users may opt out of being recorded. If you do not want to participate in photos or videos, please either inform the instructor or stay out of the area of photo/video recording.**

## **EQUIPMENT**

User shall be responsible for obtaining and maintaining all telephone, computer hardware, software, and other equipment needed for access to and use of Platform and all charges related thereto.

## **USER CONDUCT**

1. User shall use Platform for lawful purposes only. User shall not post or transmit through Platform any material which violates or infringes in any way upon the rights of others, which is unlawful, threatening, abusive, defamatory, invasive of privacy or publicity rights, vulgar, obscene, profane or otherwise objectionable, which encourages conduct that would constitute a criminal offense, give rise to civil liability or otherwise violate any law, or which, without Easler Education Inc.'s express prior approval, contains advertising or any solicitation with respect to products or services. Any conduct by a User that

in Easler Education Inc.'s discretion restricts or inhibits any other User from using or enjoying Platform will not be permitted. User shall not use Platform to advertise or perform any commercial solicitation, including, but not limited to, the solicitation of users to become subscribers of other online services competitive with Easler Education Inc.

2. Platform contains copyrighted material, trademarks and other proprietary information, including, but not limited to, text, documents, files, software, photos, video, graphics, music and sound. The entire contents of Platform are protected under the copyright laws of the United States of America. Easler Education Inc. owns a copyright in the selection, coordination, arrangement and enhancement of such content, as well as in the content original to it. User may not modify, publish, transmit, participate in the transfer or sale, create derivative works, or in any way exploit, any of the content, in whole or in part. User may download copyrighted material for User's personal use only. Except as otherwise expressly permitted under copyright law, no copying, redistribution, retransmission, publication or commercial exploitation of downloaded material will be permitted without the express permission of Easler Education Inc. and the copyright owner. In the event of any permitted copying, redistribution or publication of copyrighted material, no changes in or deletion of author attribution, trademark legend or copyright notice shall be made. User acknowledges that it does not acquire any ownership rights by downloading copyrighted material.
3. User shall not upload, post or otherwise make available on Platform any material protected by copyright, trademark or other proprietary rights without the express permission of the owner of the copyright, trademark or other proprietary right and the burden of determining that any material is not protected by copyright rests with User. User shall be solely liable for any damage resulting from any infringement of copyrights, proprietary rights, or any other harm resulting from such a submission. By submitting material to any public area of Platform, User automatically grants, or warrants that the owner of such material has expressly granted Easler Education Inc. the royalty-free, perpetual, irrevocable, non-exclusive right and license to use, reproduce, modify, adapt, publish, translate and distribute such material (in whole or in part) worldwide and/or to incorporate it in other works in any form, media or technology now known or hereafter developed for the full term of any copyright that may exist in such material. User also permits any other User to access, view, and store or reproduce the material for that User's personal use. User hereby grants Easler Education Inc. the right to edit, copy, publish and distribute any material made available on Platform by User.
4. The foregoing provisions of "USER CONDUCT" are for the benefit of Easler Education Inc., its subsidiaries, affiliates and its third-party content providers and licensors, and each shall have the right to assert and enforce such provisions.

#### **SPECIAL TERMS FOR INSTRUCTORS & RESELLERS**

These terms may be supplemented by additional terms for Users who are also Instructors or Resellers on Platform. In the event that any of the terms for Instructors or Resellers conflict, the special terms control.

## **CONFIDENTIALITY**

You cannot use or disclose any confidential information relating to our business, users, operations and properties for any purpose without our express prior written authorization. You agree to take all reasonable measures to protect the secrecy of and avoid disclosure or use of our confidential information.

## **USE OF COMMUNICATION SERVICES**

The Services may contain email services, bulletin board services, chat areas, news groups, forums, communities, personal web pages, calendars, photo albums, file cabinets and/or other message or communication facilities designed to enable User to communicate with others (each a "Communication Service" and collectively "Communication Services"). User agrees to use the Communication Services only to post, send and receive messages and material that are proper and, when applicable, related to the particular Communication Service. By way of example, and not as a limitation, User agrees that when using the Communication Services, User will not:

- Use the Communication Services in connection with surveys, contests, pyramid schemes, chain letters, junk email, spamming or any duplicative or unsolicited messages (commercial or otherwise).
- Defame, abuse, harass, stalk, threaten or otherwise violate the legal rights (such as rights of privacy and publicity) of others.
- Publish, post, upload, distribute or disseminate any inappropriate, profane, defamatory, obscene, indecent or unlawful topic, name, material or information.
- Upload, or otherwise make available, files that contain images, photographs, software or other material protected by intellectual property laws, including, by way of example, and not as limitation, copyright or trademark laws (or by rights of privacy or publicity) unless User own or control the rights thereto or have received all necessary consent to do the same.
- Use any material or information, including images or photographs, which are made available through the Services in any manner that infringes any copyright, trademark, patent, trade secret, or other proprietary rights of any party.
- Upload files that contain viruses, Trojan horses, worms, time bombs, cancelbots, corrupted files, or any other similar software or programs that may damage the operation of another's computer or property of another.

- Advertise or offer to sell or buy any goods or services for any business purpose, unless such Communication Services specifically allows such messages.
- Download any file posted by another user of a Communication Service that User knows, or reasonably should know, cannot be legally reproduced, displayed, performed, and/or distributed in such manner.
- Falsify or delete any copyright management information, such as author attributions, legal or other proper notices or proprietary designations or labels of the origin or source of software or other material contained in a file that is uploaded.
- Restrict or inhibit any other user from using and enjoying the Communication Services.
- Violate any code of conduct or other guidelines which may be applicable for any particular Communication Service.
- Harvest, crawl, or otherwise collect information about others, including email addresses.
- Violate any applicable laws or regulations.
- Create a false identity for the purpose of misleading others.
- Use, download or otherwise copy, or provide (whether or not for a fee) to a person or entity any directory of users of the Services or other user or usage information or any portion thereof.

Easler Education Inc. has no obligation to monitor the Communication Services. However, Easler Education Inc. reserves the right to review materials posted to the Communication Services and to remove any materials in its sole discretion. Easler Education Inc. reserves the right to terminate User's access to any or all of the Communication Services at any time, without notice, for any reason whatsoever. Easler Education Inc. reserves the right at all times to disclose any information as it deems necessary to satisfy any applicable law, regulation, legal process or governmental request, or to edit, refuse to post or to remove any information or materials, in whole or in part, in Easler Education Inc.'s sole discretion. Materials uploaded to the Communication Services may be subject to posted limitations on usage, reproduction and/or dissemination; User is responsible for adhering to such limitations if User downloads the materials. Always use caution when giving out any personally identifiable information in any Communication Services. Easler Education Inc. does not control or endorse the content, messages or information found in any Communication Services and, therefore, Easler Education Inc. specifically disclaims any liability with regard to the Communication Services and any actions resulting from User's participation in any Communication Services. Managers and hosts are not authorized Easler Education Inc. spokespersons, and their views do not necessarily reflect those of Easler Education Inc.

## **MEMBER ACCOUNT, PASSWORD, AND SECURITY**

If any of the Services requires User to open an account, User must complete the registration process by providing Easler Education Inc. with current, complete and accurate information as prompted by the applicable registration form. User also will choose a password and a user name. User is entirely responsible for maintaining the confidentiality of User's password and account. Furthermore, User is entirely responsible for any and all activities that occur under User's account. User agrees to notify Easler Education Inc. immediately of any unauthorized use of User's account or any other breach of security. Easler Education Inc. will not be liable for any loss that User may incur as a result of someone else using User's password or account, either with or without User's knowledge. However, User could be held liable for losses incurred by Easler Education Inc. or another party due to someone else using User's account or password. User may not use anyone else's account at any time, without the permission of the account holder.

#### **NOTICE SPECIFIC TO SOFTWARE AVAILABLE ON THIS WEBSITE**

Any software that is made available to download from the Services ("Software") is the copyrighted work of Easler Education Inc. and/or its suppliers. Use of the Software is governed by the terms of the end-user license agreement, if any, which accompanies or is included with the Software ("License Agreement"). An end-user will be unable to install any Software that is accompanied by or includes a License Agreement, unless he or she first agrees to the License Agreement terms. The Software is made available for download solely for use by end users according to the License Agreement. Any reproduction or redistribution of the Software not in accordance with the License Agreement is expressly prohibited by law, and may result in severe civil and criminal penalties. Violators will be prosecuted to the maximum extent possible. WITHOUT LIMITING THE FOREGOING, COPYING OR REPRODUCTION OF THE SOFTWARE TO ANY OTHER SERVER OR LOCATION FOR FURTHER REPRODUCTION OR REDISTRIBUTION IS EXPRESSLY PROHIBITED UNLESS SUCH REPRODUCTION OR REDISTRIBUTION IS EXPRESSLY PERMITTED BY THE LICENSE AGREEMENT ACCOMPANYING SUCH SOFTWARE. THE SOFTWARE IS WARRANTED, IF AT ALL, ONLY ACCORDING TO THE TERMS OF THE LICENSE AGREEMENT. EXCEPT AS WARRANTED IN THE LICENSE AGREEMENT, EASLER EDUCATION INC. HEREBY DISCLAIMS ALL WARRANTIES AND CONDITIONS WITH REGARD TO THE SOFTWARE, INCLUDING ALL WARRANTIES AND CONDITIONS OF MERCHANTABILITY, WHETHER EXPRESS, IMPLIED OR STATUTORY, FITNESS FOR A PARTICULAR PURPOSE, TITLE AND NON-INFRINGEMENT. FOR YOUR CONVENIENCE, EASLER EDUCATION INC. MAY MAKE AVAILABLE AS PART OF THE SERVICES OR IN ITS SOFTWARE PRODUCTS, TOOLS AND UTILITIES FOR USE AND/OR DOWNLOAD. EASLER EDUCATION INC. DOES NOT MAKE ANY ASSURANCES WITH REGARD TO THE ACCURACY OF THE RESULTS OR OUTPUT THAT DERIVES FROM SUCH USE OF ANY SUCH TOOLS AND UTILITIES. PLEASE RESPECT THE INTELLECTUAL PROPERTY RIGHTS OF OTHERS WHEN USING THE TOOLS AND UTILITIES MADE AVAILABLE ON THE SERVICES. IN NO EVENT WILL EASLER EDUCATION INC.'S AGGREGATE LIABILITY EXCEED THE LESSER OF: (A) FEES RECEIVED FROM USER, OR (B) \$100.

## **NOTICE SPECIFIC TO DOCUMENTS**

Permission to use Documents (such as white papers, press releases, datasheets and FAQs) from the Services is granted, provided that: (1) the below copyright notice appears in all copies and that both the copyright notice and this permission notice appear; (2) use of such Documents from the Services is for informational and non-commercial or personal use only and will not be copied or posted on any network computer or broadcast in any media; and (3) no modifications of any Documents are made. Accredited educational institutions, such as universities, private/public colleges, and state community colleges, may download and reproduce the Documents for distribution in the classroom with express written permission from Easler Education Inc. Use for any other purpose is expressly prohibited by law, and may result in severe civil and criminal penalties. Violators will be prosecuted to the maximum extent possible. EASLER EDUCATION INC. AND/OR ITS RESPECTIVE SUPPLIERS MAKE NO REPRESENTATIONS ABOUT THE SUITABILITY OF THE INFORMATION CONTAINED IN THE DOCUMENTS AND RELATED GRAPHICS PUBLISHED AS PART OF THE SERVICES FOR ANY PURPOSE. ALL SUCH DOCUMENTS AND RELATED GRAPHICS ARE PROVIDED "AS IS" WITHOUT WARRANTY OF ANY KIND. EASLER EDUCATION INC. AND/OR ITS RESPECTIVE SUPPLIERS HEREBY DISCLAIM ALL WARRANTIES AND CONDITIONS WITH REGARD TO THIS INFORMATION, INCLUDING ALL WARRANTIES AND CONDITIONS OF MERCHANTABILITY, WHETHER EXPRESS, IMPLIED OR STATUTORY, FITNESS FOR A PARTICULAR PURPOSE, TITLE AND NON-INFRINGEMENT. IN NO EVENT SHALL EASLER EDUCATION INC. AND/OR ITS RESPECTIVE SUPPLIERS BE LIABLE FOR ANY SPECIAL, INDIRECT OR CONSEQUENTIAL DAMAGES OR ANY DAMAGE WHATSOEVER RESULTING FROM LOSS OF USE, DATA OR PROFITS, WHETHER IN AN ACTION OF CONTRACT, NEGLIGENCE OR OTHER TORTIOUS ACTION, ARISING OUT OF OR IN CONNECTION WITH THE USE OR PERFORMANCE OF INFORMATION AVAILABLE FROM THE SERVICES. THE DOCUMENTS AND RELATED GRAPHICS PUBLISHED ON THE SERVICES COULD INCLUDE TECHNICAL INACCURACIES OR TYPOGRAPHICAL ERRORS. CHANGES ARE PERIODICALLY ADDED TO THE INFORMATION HEREIN. EASLER EDUCATION INC. AND/OR ITS RESPECTIVE SUPPLIERS MAY MAKE IMPROVEMENTS AND/OR CHANGES IN THE PRODUCT(S) AND/OR THE PROGRAM(S) DESCRIBED HEREIN AT ANY TIME.

## **NOTICES REGARDING SOFTWARE, DOCUMENTS AND SERVICES AVAILABLE ON THIS SITE**

IN NO EVENT SHALL EASLER EDUCATION INC. AND/OR ITS RESPECTIVE SUPPLIERS BE LIABLE FOR ANY SPECIAL, INDIRECT OR CONSEQUENTIAL DAMAGES OR ANY DAMAGES WHATSOEVER RESULTING FROM LOSS OF USE, DATA OR PROFITS, WHETHER IN AN ACTION OF CONTRACT, NEGLIGENCE OR OTHER TORTIOUS ACTION, ARISING OUT OF OR IN CONNECTION WITH THE USE OR PERFORMANCE OF SOFTWARE, DOCUMENTS, PROVISION OF OR FAILURE TO PROVIDE SERVICES, OR INFORMATION AVAILABLE FROM THE SERVICES.

## **MATERIALS PROVIDED TO EASLER EDUCATION INC. OR POSTED AT ANY OF ITS SITES**



Easler Education Inc. does not claim ownership of the materials Users provide to Easler Education Inc. (including feedback and suggestions) or post, upload, input or submit to any Services or its associated services for review by the general public, or by the members of any public or private community, (each a "Submission" and collectively "Submissions"). However, by posting, uploading, inputting, providing or submitting ("Posting") User's Submission User is granting Easler Education Inc., its affiliated companies and necessary sublicensees permission to use User's Submission in connection with the operation of their Internet businesses (including, without limitation, all Platform Services), including, without limitation, the license rights to: copy, distribute, transmit, publicly display, publicly perform, reproduce, edit, translate and reformat User's Submission; to publish User's name in connection with User's Submission; and the right to sublicense such rights to any supplier of the Services. No compensation will be paid with respect to the use of User's Submission, as provided herein. Easler Education Inc. is under no obligation to post or use any Submission User may provide and Easler Education Inc. may remove any Submission at any time in its sole discretion.

By Posting Submission, User warrants and represents to own or otherwise control all of the rights to User's Submission as described in these Terms of Use including, without limitation, all the rights necessary for User to provide, post, upload, input or submit the Submissions. In addition to the warranty and representation set forth above, by Posting a Submission that contains images, photographs, pictures or that are otherwise graphical in whole or in part ("Images"), User warrants and represents that:

- (a) User is the copyright owner of such Images, or that the copyright owner of such Images has granted User permission to use such Images or any content and/or images contained in such Images consistent with the manner and purpose of User's use and as otherwise permitted by these Terms of Use and the Services;
- (b) User has the rights necessary to grant the licenses and sublicenses described in these Terms of Use; and,
- (c) that each person depicted in such Images, if any, has provided consent to the use of the Images as set forth in these Terms of Use, including, by way of example, and not as a limitation, the distribution, public display and reproduction of such Images.

By Posting Images, User is granting:

- (a) to all members of User's private community (for each such Images available to members of such private community); and/or
- (b) to the general public (for each such Images available anywhere on the Services, other than a private community), permission to use User's Images in connection with the use, as permitted by these Terms of Use, of any of the Services, (including, by way of example, and not as a limitation, making prints and

gift items which include such Images), and including, without limitation, a non-exclusive, worldwide, royalty-free license to: copy, distribute, transmit, publicly display, publicly perform, reproduce, edit, translate and reformat User's Images without having User's name attached to such Images, and the right to sublicense such rights to any supplier of the Services. The licenses granted in the preceding sentences for Images will terminate at the time User completely remove such Images from the Services, provided that such termination shall not affect any licenses granted in connection with such Images prior to the time User completely remove such Images. No compensation will be paid with respect to the use of User's Images.

#### **DMCA ACT NOTICE**

If you feel your copyrights have been violated, please see our DMCA ACT Policy (<https://www.drugtestingcourses.com/dmca-act/>).

#### **DISCLAIMER OF WARRANTY; LIMITATION OF LIABILITY**

1. USER EXPRESSLY AGREES THAT USE OF PLATFORM IS AT USER'S SOLE RISK. NEITHER EASLER EDUCATION INC., ITS AFFILIATES NOR ANY OF THEIR RESPECTIVE EMPLOYEES, AGENTS, THIRD-PARTY CONTENT PROVIDERS OR LICENSORS WARRANT THAT PLATFORM WILL BE UNINTERRUPTED OR ERROR-FREE; NOR DO THEY MAKE ANY WARRANTY AS TO THE RESULTS THAT MAY BE OBTAINED FROM USE OF PLATFORM, OR AS TO THE ACCURACY, RELIABILITY OR CONTENT OF ANY INFORMATION, SERVICE, C MERCHANDISE PROVIDED THROUGH PLATFORM.
2. PLATFORM IS PROVIDED ON AN "AS IS" BASIS WITHOUT WARRANTIES OF ANY KIND, EITHER EXPRESS OR IMPLIED, INCLUDING, BUT NOT LIMITED TO, WARRANTIES OF TITLE OR IMPLIED WARRANTIES OF MERCHANTABILITY OR FITNESS FOR A PARTICULAR PURPOSE, OTHER THAN THOSE WARRANTIES WHICH ARE IMPLIED BY AND INCAPABLE OF EXCLUSION, RESTRICTION OR MODIFICATION UNDER THE LAWS APPLICABLE TO THIS AGREEMENT.
3. THIS DISCLAIMER OF LIABILITY APPLIES TO ANY DAMAGES OR INJURY CAUSED BY ANY FAILURE OF PERFORMANCE, ERROR, OMISSION, INTERRUPTION, DELETION, DEFECT, DELAY IN OPERATION OR TRANSMISSION, COMPUTER VIRUS, COMMUNICATION LINE FAILURE, THEFT OR DESTRUCTION OR UNAUTHORIZED ACCESS TO, ALTERATION OF, OR USE OF RECORD, WHETHER FOR BREACH OF CONTRACT, TORTIOUS BEHAVIOR, NEGLIGENCE, OR UNDER ANY OTHER CAUSE OF ACTION. USER SPECIFICALLY ACKNOWLEDGES THAT EASLER EDUCATION INC. IS NOT LIABLE FOR THE DEFAMATORY, OFFENSIVE OR ILLEGAL CONDUCT OF OTHER USERS OR THIRD-PARTIES AND THAT THE RISK OF INJURY FROM THE FOREGOING RESTS ENTIRELY WITH USER.
4. IN NO EVENT WILL EASLER EDUCATION INC., OR ANY PERSON OR ENTITY INVOLVED IN CREATING, PRODUCING OR DISTRIBUTING PLATFORM OR THE PLATFORM SOFTWARE, BE LIABLE FOR ANY DAMAGES, INCLUDING, WITHOUT LIMITATION, DIRECT, INDIRECT, INCIDENTAL, SPECIAL, CONSEQUENTIAL OR

PUNITIVE DAMAGES ARISING OUT OF THE USE OF OR INABILITY TO USE PLATFORM. USER HEREBY ACKNOWLEDGES THAT THE PROVISIONS OF THIS SECTION SHALL APPLY TO ALL CONTENT ON THE SITE.

5. IN ADDITION TO THE TERMS SET FORTH ABOVE NEITHER, EASLER EDUCATION INC., NOR ITS AFFILIATES, INFORMATION PROVIDERS OR CONTENT PARTNERS SHALL BE LIABLE REGARDLESS OF THE CAUSE OR DURATION, FOR ANY ERRORS, INACCURACIES, OMISSIONS, OR OTHER DEFECTS IN, OR UNTIMELINESS OR UNAUTHENTICITY OF, THE INFORMATION CONTAINED WITHIN PLATFORM, OR FOR ANY DELAY OR INTERRUPTION IN THE TRANSMISSION THEREOF TO THE USER, OR FOR ANY CLAIMS OR LOSSES ARISING THEREFROM OR OCCASIONED THEREBY. NONE OF THE FOREGOING PARTIES SHALL BE LIABLE FOR ANY THIRD-PARTY CLAIMS OR LOSSES OF ANY NATURE, INCLUDING, BUT NOT LIMITED TO, LOST PROFITS, PUNITIVE OR CONSEQUENTIAL DAMAGES.
5. FORCE MAJEURE – NEITHER PARTY WILL BE RESPONSIBLE FOR ANY FAILURE OR DELAY IN PERFORMANCE DUE TO CIRCUMSTANCES BEYOND ITS REASONABLE CONTROL, INCLUDING, WITHOUT LIMITATION, ACTS OF GOD, WAR, RIOT, EMBARGOES, ACTS OF CIVIL OR MILITARY AUTHORITIES, FIRE, FLOODS, ACCIDENTS, SERVICE OUTAGES RESULTING FROM EQUIPMENT AND/OR SOFTWARE FAILURE AND/OR TELECOMMUNICATIONS FAILURES, POWER FAILURES, NETWORK FAILURES, FAILURES OF THIRD PARTY SERVICE PROVIDERS (INCLUDING PROVIDERS OF INTERNET SERVICES AND TELECOMMUNICATIONS).

#### **LINKS TO THIRD PARTY SITES**

THE LINKED SITES ARE NOT UNDER THE CONTROL OF EASLER EDUCATION INC. AND EASLER EDUCATION INC. IS NOT RESPONSIBLE FOR THE CONTENTS OF ANY LINKED SITE OR ANY LINK CONTAINED IN A LINKED SITE, OR ANY CHANGES OR UPDATES TO SUCH SITES. EASLER EDUCATION INC. IS NOT RESPONSIBLE FOR WEBCASTING OR ANY OTHER FORM OF TRANSMISSION RECEIVED FROM ANY LINKED SITE. EASLER EDUCATION INC. IS PROVIDING THESE LINKS TO YOU ONLY AS A CONVENIENCE, AND THE INCLUSION OF ANY LINK DOES NOT IMPLY ENDORSEMENT BY EASLER EDUCATION INC. OF THE SITE.

In addition to composing content for publication, Easler Education also allows third parties and Users to host or distribute their content or courses through Platform. When so doing, Easler Education Inc. is a distributor (and not a publisher) of content supplied by third parties and Users. Accordingly, Easler Education Inc. has no more editorial control over such content than does a public library, bookstore, or newsstand. Any opinions, advice, statements, services, offers, or other information or content expressed or made available by third parties, including information providers, Users or any other user of Platform, are those of the respective author(s) or distributor(s) and not of Easler Education Inc. Neither Easler Education Inc. nor any third-party provider of information guarantees the accuracy, completeness, or usefulness of any content, nor its merchantability or fitness for any particular purpose. In many instances, the content available through Platform represents the opinions and judgments of the respective information provider, User, or other user not under contract with Easler Education Inc. neither endorses nor is responsible for the accuracy or reliability of any opinion, advice or statement

made on Platform by anyone other than authorized Easler Education Inc. employee spokespersons while acting in their official capacities. Under no circumstances will Easler Education Inc. be liable for any loss or damage caused by a User's reliance on information obtained through Platform. It is the responsibility of User to evaluate the accuracy, completeness or usefulness of any information, opinion, advice or other content available through Platform. Please seek the advice of professionals, as appropriate, regarding the evaluation of any specific information, opinion, advice or other content.

#### **UNSOLICITED IDEA SUBMISSION POLICY**

EASLER EDUCATION INC. OR ANY OF ITS EMPLOYEES DO NOT ACCEPT OR CONSIDER UNSOLICITED IDEAS, INCLUDING IDEAS FOR NEW ADVERTISING CAMPAIGNS, NEW PROMOTIONS, NEW PRODUCTS OR TECHNOLOGIES, PROCESSES, MATERIALS, MARKETING PLANS OR NEW PRODUCT NAMES. PLEASE DO NOT SEND ANY ORIGINAL CREATIVE ARTWORK, SAMPLES, DEMOS, OR OTHER WORKS. THE SOLE PURPOSE OF THIS POLICY IS TO AVOID POTENTIAL MISUNDERSTANDINGS OR DISPUTES WHEN EASLER EDUCATION INC.'S PRODUCTS OR MARKETING STRATEGIES MIGHT SEEM SIMILAR TO IDEAS SUBMITTED TO EASLER EDUCATION INC. PLEASE DO NOT SEND YOUR UNSOLICITED IDEAS TO PLATFORM OR ANYONE AT EASLER EDUCATION INC. IF, DESPITE OUR REQUEST THAT YOU NOT SEND US YOUR IDEAS AND MATERIALS, YOU STILL SEND THEM, PLEASE UNDERSTAND THAT EASLER EDUCATION INC. MAKES NO ASSURANCES THAT YOUR IDEAS AND MATERIALS WILL BE TREATED AS CONFIDENTIAL OR PROPRIETARY.

#### **MONITORING**

Easler Education Inc. shall have the right, but not the obligation, to monitor the content of Platform, including chat rooms and forums, to determine compliance with this Agreement and any operating rules established by Easler Education Inc. and to satisfy any law, regulation or authorized government request. Easler Education Inc. shall have the right in its sole discretion to edit, refuse to post or remove any material submitted to or posted on Platform. Without limiting the foregoing, Easler Education Inc. shall have the right to remove any material that Easler Education Inc., in its sole discretion, finds to be in violation of the provisions hereof or otherwise objectionable.

#### **INDEMNIFICATION**

User agrees to defend, indemnify and hold harmless Easler Education Inc. its affiliates and their respective directors, officers, employees and agents from and against all claims and expenses, including attorneys' fees, arising out of the use of Platform by User or User's Account.

#### **TERMINATION**

Easler Education Inc. shall have the right to immediately terminate User's Account in the event of any conduct by User or a third party using User's Account which Easler Education Inc., in its sole discretion, considers unacceptable. Easler Education reserves the right to immediately terminate a User's Account in

the event of any breach by User of any terms in this TOU and/or terms contained in special terms applicable to Resellers or Instructors. Upon termination, Easler Education Inc. shall retain all fees paid by User, User shall immediately pay any remaining fees as applicable under these TOU and, as provided in the Section entitled "REFUND POLICY", User will not be eligible for a refund.

## **MISCELLANEOUS**

No waiver by either party of any breach or default hereunder shall be deemed to be a waiver of any preceding or subsequent breach or default. The section headings used herein are for convenience only and shall not be given any legal import. You agree that we may communicate with you electronically, via SMS, push notifications, email or phone calls. All electronic communications shall have the same legal force as if they were in paper form. Easler Education Inc. is an independent contractor; there is no partnership, joint venture, employer/employee or any similar arrangement. Linking to our Services is allowed; however, linking must always be done in a way that does not adversely affect our business or in a way that implies some form of association when there is none. If any part of these TOU is found to be unenforceable, then only that particular portion, and not the entire TOU, will be unenforceable.

We have the right, at our sole discretion, to assign or subcontract our rights or obligations outlined in these TOU. If there are any inconsistencies or conflicts between the English original of these TOU and any foreign language translation, the English version shall prevail.

## **COPYRIGHT NOTICE**

DrugTestingCourses.com's logos are trademarks of Easler Education Inc. All rights reserved. All other trademarks appearing on Platform are the property of their respective owners.

## **TRADEMARKS**

The names of actual companies and products mentioned herein may be the trademarks of their respective owners. The example companies, organizations, products, domain names, email addresses, logos, people and events depicted herein are fictitious. No association with any real company, organization, product, domain name, email address, logo, person, or event is intended or should be inferred. Any rights not expressly granted herein are reserved.

## **JURISDICTION**

These TOU shall be governed by the laws of Florida. The parties shall submit all their disputes arising out of or in connection with these TOU to the exclusive jurisdiction of the courts located in Brevard County, Florida without regard to the choice of law principles thereof.

## **QUALIFIED EDUCATION PROVIDER FOR**



(<https://drugtestingcourses.com/>)

## Courses

## Solutions

## Corporate

## Legal

Reasonable Suspicion Training ( <a href="https://drugtestingcourses.com/reasonable-suspicion-courses/">https://drugtestingcourses.com/reasonable-suspicion-courses/</a> )	Become a Reseller ( <a href="https://drugtestingcourses.com/become-a-reseller/">https://drugtestingcourses.com/become-a-reseller/</a> )	Books & Publications ( <a href="https://www.amazon.com/Andrew-Dave-Easler/e/B07S8YGP5N%3Fref=dbs_a_1">https://www.amazon.com/Andrew-Dave-Easler/e/B07S8YGP5N%3Fref=dbs_a_1</a> )	No Dav leg
DOT & NON-DOT Specimen Collector Courses ( <a href="https://drugtestingcourses.com/specimen-collector-training/">https://drugtestingcourses.com/specimen-collector-training/</a> )	Expert Witness Services ( <a href="https://drugtestingcourses.com/drug-testing-expert-witness/">https://drugtestingcourses.com/drug-testing-expert-witness/</a> )	About Us ( <a href="https://drugtestingcourses.com/why-us/">https://drugtestingcourses.com/why-us/</a> )	Equ Ant (htt m  jisc
Specimen Collector Courses ( <a href="https://www.drugtestingcourses.com/non-dot-drug-testing/">https://www.drugtestingcourses.com/non-dot-drug-testing/</a> )	In-Person & On-Site Training ( <a href="https://drugtestingcourses.com/in-person-training/">https://drugtestingcourses.com/in-person-training/</a> )	News & Articles ( <a href="https://drugtestingcourses.com/drug-testing-news/">https://drugtestingcourses.com/drug-testing-news/</a> )	Ref (htt poli
Alcohol & Device Training ( <a href="https://www.drugtestingcourses.com/alcohol-testing/">https://www.drugtestingcourses.com/alcohol-testing/</a> )	Continuing Education Credits ( <a href="https://drugtestingcourses.com/continuing-education-credits/">https://drugtestingcourses.com/continuing-education-credits/</a> )	Download W9 Form (/wp-content/uploads/2020/01/Form-W-9-Easler-Education.pdf)	Ter (htt of-s
Train-the-Trainer Courses ( <a href="https://www.drugtestingcourses.com/train-the-trainer-courses/">https://www.drugtestingcourses.com/train-the-trainer-courses/</a> )	Blue Dye Tablets for Drug Testing ( <a href="https://bluedyetablets.com">https://bluedyetablets.com</a> )	Contact Us ( <a href="https://drugtestingcourses.com/contact-us/">https://drugtestingcourses.com/contact-us/</a> )	Shij (htt poli
DER Training Courses ( <a href="https://www.drugtestingcourses.com/designated-employer-representative-training-courses/">https://www.drugtestingcourses.com/designated-employer-representative-training-courses/</a> )	Drug Testing Supplies ( <a href="https://drugtestingsupplies.com">https://drugtestingsupplies.com</a> )		Priv (htt stat
Refresher Training ( <a href="https://www.drugtestingcourses.com/courses/mock-collections/">https://www.drugtestingcourses.com/courses/mock-collections/</a> )	EV-30 GK Kit ( <a href="https://drugtestingcourses.com/course/ev30/">https://drugtestingcourses.com/course/ev30/</a> )		DM (htt act)
Mock Collections ( <a href="https://www.drugtestingcourses.com/mock-collections/">https://www.drugtestingcourses.com/mock-collections/</a> )			

State Drug Testing Law Training  
(<https://www.drugtestingcourses.com/drug-testing-laws/>)

Rec  
(htt  
reci

Start a Business  
(<https://www.drugtestingcourses.com/course/start-a-drug-testing-business/>)

AD/  
(htt  
acc

All liability with respect to actions taken or not taken based on the contents of this site are hereby expressly disclaimed. The content on this site is provided "as is;" no representations are made that the content is error-free.

---

D-U-N-S Number: 080634697 Copyright © 2013-2020 Easler Education Inc., All Rights Reserved.



(<https://www.facebook.com/EaslerEducation>) (<https://twitter.com/EaslerEducation>) (<https://www.linkedin.com/company/easler-education>) (<https://www.youtube.com/channel/UC...>)